

Electricity Safety Week

6th-10th September 2021

Electric Kids Safety Video Competition 2021 - Terms and Conditions

KEY TERMS

Information on how to enter, prizes and gifts form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Details

ELIGIBLE ENTRANTS

Entry is open to primary schools located within Endeavour's network area that have students in Year Kindergarten, Year 1, Year 2, Year 3, Year 4, Year 5 or Year 6. To confirm whether your school is within Endeavour's network area, please go to www.endeavourenergy.com.au

Entries are to be made on behalf of the primary school by the principal or a teacher employed at the primary school.

HOW TO ENTER

Entries will comprise a video recording made by the primary school (or students at the primary school) submitting the entry.

To enter, each entrant must, during the Entry Period, submit their video entry and entry form by:

1. Emailing a video download link and entry form to: competition@endeavourenergy.com.au

OR

2. Mailing your entry on a USB or CD with the entry form to:

Endeavour Energy - c/o Jadranka Landeka

Endeavour's Electric Kids Video Competition

PO Box 811

SEVEN HILLS NSW 1730

LIMITS ON ENTRY

Multiple entries will be accepted, however, each entry must be unique and submitted separately.

ENTRY PERIOD

The competition commences at 00.01 AEST on 07 June 2021 and closes at 23.59 AEDST on 24 September 2021 ("Entry Period").

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JUDGING DATES

Judging will take place from 27 September 2021 to 15 October 2021 (inclusive) at 51 Huntingwood Drive, HUNTINGWOOD 2148. All entries will be judged individually on their merits based on creativity and effectiveness in conveying one or more of the following electricity safety messages:

1. Avoid playing near powerlines
2. Never play on or near electrical equipment
3. Water and electricity don't mix
4. Never put an object in a toaster or a powerpoint
5. If you see a dangerous situation, tell an adult

The best valid entry, as determined by the judges, will receive a prize. Entries will be judged by a panel of judges from the Promoter.

PRIZE DETAILS

The prize consists of \$1,000 in cash payable to the school's Parents and Citizens association (or equivalent organisation notified to the Promoter by the winning school).

The prize value is correct as at May 2021 and is in Australian Dollars, but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time.

PRIZE DELIVERY

The prize will be delivered to the winner(s) within [28] days of the close of the Entry Period. The prize is not redeemable for cash.

NOTIFICATION OF WINNERS

Winners will be notified in writing by email on or by 22 October 2021.

The names of winners will be published on Endeavour's website www.electrickids.com.au on 22 October 2021.

FURTHER DETAILS

1. If entrants are required to upload a photograph or video recording to enter, entrants must adhere to the following conditions:
 - a) by submitting a photograph or video recording, entrants agree to the photograph or video recording being made available for public viewing;
 - b) any person depicted in a photograph or video recording uploaded must be decently dressed and presented;

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c) all photographs and video recordings are subject to the approval of the Promoter. The Promoter reserves the right to vet all entries at any time and reserves the right to request the removal of any entries from any Platform or such websites at any time in its absolute discretion. However, the Promoter is not responsible for any photograph or video recording uploaded to any Platform (as defined in clause 13) or website and visitors to the site view it at their own risk;

d) entrants must own the copyright in the photograph or video recording uploaded or be entitled and have permission to use the photograph or video recording in the manner contemplated by these terms, including use of the photograph or video recording for promotional purposes in accordance with clause 18;

e) the entrant has the permission of each person featured in the photograph or video recording, or, if any other person is under the age of 18, the permission of their parent or legal guardian, to enter the photograph or video recording in accordance with these terms and conditions, including consent to each condition in this clause 1, and agrees to supply the Promoter (on request) evidence that these permissions have been obtained; and

f) entrants must notify each other person featured in the photograph or video recording, or, if any other person is under the age of 18, that person's parent or legal guardian, of the Promoter's privacy policy and each person or parent or legal guardian (as the case may be) has agreed to that privacy policy.

2. Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.

3. This competition is a game of skill. Chance plays no part in determining the winner(s). The judges' decision is final and binding – no correspondence will be entered into.

4. All ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers, spending money, fuel, oil and services costs, safety gear to comply with state and territory regulations, in-room charges and any and all other expenses incurred as a consequence of receiving the prize is the sole responsibility of the entrant(s).

5. The prize is not transferable and is not redeemable for cash. In particular, the prize may not, without the prior consent of the Promoter and any applicable third party supplier of the prize ("Supplier"), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize. Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered.

6. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.

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7. All reasonable attempts will be made to contact the winner(s). If the winner(s) does not claim their prize within 14 days of being notified, their entry will be deemed invalid and the Promoter may award their prize to the next best entry determined by the judges.

8. If an entrant's contact details change at any time after the date which they enter the competition, that entrant must notify the Promoter of their correct contact details immediately.

9. The Promoter reserves the right to request verification of age, identity, residential address of the winner(s) and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter whose decision is final. The Promoter reserves the right to disqualify any entrant who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

10. The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize in relation to the competition, except for any liability which cannot be excluded by law.

11. The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of an entrant preparing their entry submission in relation to the competition, except for any liability which cannot be excluded by law.

12. If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the Competition and Consumer Act 2010 (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.

13. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.

14. Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.

15. Entrants consent for themselves and on behalf of their students to the Promoter using their (and their students') name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

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16. Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. If the entry or any part of the entry is provided to the entrant by a third party, the entrants warrant that they have obtained the relevant copyright and other intellectual property rights permission to submit the entry for the purposes of this competition. Further, entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry (including but not limited to amending, editing, selecting, cropping, retouching, adding to or deleting from any part of the submitted entry) for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants agree to indemnify the Promoter, its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to or resulting from a breach of the warranty set out in this condition.

17. "Platform" means Facebook, Twitter, YouTube, Vimeo or Instagram as applicable. Entrants acknowledge that use of the Platform is subject to the terms and conditions of that Platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of any of the Platforms, including the decision of any Platform to remove or not remove any photographs or video recordings, except for liability which cannot be excluded by law.

18. In particular, the thoughts and views expressed on each of the Platforms, are only the thoughts and views of the individual that posted them. They are not representative of the opinions of the Promoter, nor does the Promoter confirm, guarantee or warrant the accuracy, completeness or usefulness of any post. This competition is in no way sponsored, endorsed or administered by or associated with any Platform. It is a condition of entry that each entrant grants a complete release to the Platform from any claims that they now have or may have in the future which relate to or are incidental to this competition.

19. Entries remain the property of the Promoter. Details from entries will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the competition) and for promotional purposes, public statements and advertisements surrounding this competition. For the purposes of public statements and advertisements, the Promoter will only publish the name of the winner's school (including address details). By entering this competition entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of the Promoter's privacy policy is available [here](#).

Entrants may access, change and/or update their personal information by contacting the Promoter on 02 9212 3888 during office hours or contact the Promoter in writing at electrickids@primary-pr.com.

20. These conditions are governed by the laws of New South Wales.