

AusNet Services Natural Gas Appliance Scheme - Terms and Conditions

Participation in AusNet Gas Services Pty Ltd's (**AusNet Services**) Free Natural Gas Appliance Scheme (**Scheme**) is conditional on you agreeing to the terms and conditions set out below and completing our online registration form on our portal (**Portal**).

Eligibility

1.1 To be eligible to participate in the Scheme, you must:

- (a) be the occupant of the premises identified in your email (Premises);
- (b) have, at the time of agreeing to these terms and conditions:
 - (i) connected your Premises to the AusNet Services natural gas network in Bannockburn; or
 - (ii) submitted a gas connection request (both meter and service) for the Premises to AusNet Services; and
- (c) have emailed us your entry that contains the information required in our free natural gas appliance flyer.

1.2 Completing this registration and meeting the eligibility criteria above does not guarantee your participation in the Scheme. Participants for the Scheme will be selected by us at our absolute discretion.

1.3 AusNet Services is not obliged to notify you if you are not successful in claiming the rebate.

2 Term

2.1 This agreement will commence from the time of our receipt of your documents mentioned in clause 1.2 and will continue until the earliest of:

- (a) the date you or AusNet Services agree to terminate it; and

- (b) the effective date of termination under clause 2.2 or 2.3.

2.2 We may terminate this agreement at any time by notifying you in writing by email and/or SMS. You may also terminate this agreement or end your participation in the Scheme at any time by calling us on 1300 360 795.

3 Prize Draw

3.1 You will be automatically entered into a free prize draw to win a natural gas fireplace appliance worth up to \$4000 (the **Prize**) from Pivot Stove and Heating Pty Ltd. (**Pivot Stove & Heating**) at their store in Geelong (the **Store**) when you register on our Portal and check the box to agree to these terms and conditions.

3.2 The closing date for the Prize draw will be 11:59pm (AEST) on 14 November 2018.

3.3 The prize draw will take place on 21 November 2018 before 11:59pm (AEST) in Victoria, Australia. The winner will be selected at random from all entries received and will be notified by email and/or SMS on the results of the draw. If the winner does not provide a response to the email and/or SMS within 14 days of being notified by us, then the winner's Prize will be forfeited and another winner will be selected in accordance with the same prize draw process at a re-draw, which will take place on a date after reasonable attempts have been made to contact the winner.

3.4 Once the winner has responded to our notification email and/or SMS under clause 3.3, we will arrange with the winner to visit the Store on a date and time to be agreed by the winner, Pivot Stove & Heating and us, the date being within 28 days of the prize draw (or re-draw).

3.5 The winner will then select his/her preferred gas fireplace appliance available at the Store. If the chosen appliance has a retail value above \$4,000, the winner must make up the difference between the retail price and

\$4,000, with Pivot Stove & Heating. If the chosen appliance has a retail value below \$4,000, the winner will not be entitled to any refund or exchange in cash on the difference between the retail price of the appliance and \$4,000.

- 3.6 Once the appliance is chosen by the winner at the Store, the winner will be given written confirmation of the Prize, including the brand and model number by Pivot Stove & Heating.
- 3.7 The winner is solely responsible for enabling connection of its Premises to AusNet Services' Bannockburn natural gas network, including arranging for and bearing all costs in relation to the alteration of any fitting or lines at the Premises to enable the connection. The winner acknowledges that if the connection at the Premises is not enabled within 3 months from the time of submission of the connection request, the winner's Prize will be forfeited and a re-draw will be conducted to select another winner.
- 3.8 The winner must show confirmation of the connection to Pivot Stove & Heating before Pivot Stove & Heating arranges for delivery of the appliance. The winner is solely responsible for arranging the installation of the gas appliance with Pivot Stove & Heating and any costs of installation shall be borne by the winner and/or Pivot Stove & Heating.
- 3.9 The name of the winner will be published on our Portal for a period of at least 28 days after the winner is identified. By registering on the Portal, the winner consents to us using the winner's name, and taking and using photographs of the winner and/or the winner's Premises, as part of the Prize winner announcement and for publicity purposes (in any medium and on the internet, including any website hosted by us) and in advertising, marketing or promotional material without additional compensation or prior notice.
- 3.10 We accept no responsibility for any costs associated with the Prize and not specifically included in the Prize (including, without limitation, travel to and from the Store, gas connection costs and appliance installation costs).
- 3.11 You acknowledge that if you are not the owner of the Premises, you must have obtained consent from the owner of the Premises prior to installation of any gas appliance at the Premises. We accept no responsibility for any loss or damage to the property or claims from the owner of the Premises.
- 3.12 The Prize is non-exchangeable, non-transferrable and is not redeemable for cash or other prizes.
- 3.13 We do not take any responsibility for any delay in providing the Prize or any lost vouchers for the Prize. No replacement vouchers will be issued.
- 3.14 We may substitute a Prize for another prize of the same or greater value than the Prize only if:
- (a) the winner agrees to the substitute prize in writing; or
 - (b) due to reasons outside of our control (including, without limitation, that the Prize is no longer provided by the Store for any reason) and reasonable attempts to reach an agreement with the winner are unsuccessful.
- 3.15 We accept no responsibility for any technical glitches, problems or issues otherwise, including any network failures that prevent you from being able to complete or submit an entry for the prize draw.
- 3.16 We reserve the right to reject your prize draw entry entries if it is late, lost, incorrectly submitted, delayed, illegible, tempered with, corrupted or misdirected for any reason whether due to error, omission, alteration, tampering, deletion, theft, fraud, misleading or deceptive conduct, destruction, transmission interruption, technical glitches, communication or network failures or otherwise.
- 3.17 We may, at our sole discretion, reject your prize draw entry if:
- (a) we do not believe it is in accordance with this agreement;
 - (b) you fail to provide or verify your personal details or compliance with

the eligibility criteria as set out in clause 1 above; or

- (c) you act in an aggressive, abusive, harassing or disruptive manner with another entrant.

3.18 We accept no responsibility for any tax implications that may arise from the Prize.

3.19 Where the provision of a Prize results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to stated view of the Australian Taxation Office by which where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

3.20 In the event of any dispute the conduct, results and any other matters relating to this prize draw, our decision shall be final and no correspondence or discussion shall be entered into.

4 Scope of this agreement

4.1 You acknowledge that you are not obliged to participate in the Scheme and that you can terminate this agreement at any time in accordance with clause 2.2.

4.2 You will not be required to pay us anything for participating in the Scheme.

4.3 To the extent permitted at law, we expressly disclaim any representations or warranties in relation to the Scheme. You participate in the Scheme at your own risk and we will not be liable to you for any loss or damage, including without limitation, indirect, special or consequential loss, personal injury and property loss, arising under or in connection with this agreement or your participation in the Scheme (including in relation to any steps you take to enable the gas appliance installation on your premises).

5 Notifications and privacy

5.1 You consent to receiving notices and other communications from us about the Scheme by email, SMS or any other communication method we use. In order to ensure your participation in the Scheme, you should ensure that you can receive such communications from us (for example, your

mobile phone must be switched on and within a mobile coverage area for your carrier).

5.2 You agree to allow us to collect, use and disclose your personal information including information about your household and electricity usage, for the following purposes:

(a) conducting the Scheme, to assess whether you are eligible for the Prize, and to manage all administration in relation to the payment or redemption of the Prize;

(b) research and analysis purposes;

(c) providing aggregated and de-identified data to third parties or government agencies for purposes of conducting and receiving feedback about the Scheme;

(d) other purposes associated with the operation and management of our gas distribution network; and

(e) for us to contact you via the Portal, relevant applications, mail, email, sms text message and/or other mediums from time to time for administrative purposes and marketing of our products and services as may be offered by us from time to time and providing information about their availability, features and benefits, including products or services which we offer in response to a government policy or regulatory initiative.

5.3 Our privacy policy includes more details about how we manage personal information including how you can access and correct information we hold about you and our complaint management procedures.

5.4 You acknowledge that you have read our privacy policy at <https://www.ausnetservices.com.au/Misc-Pages/Privacy>.

6 General

6.1 These terms and conditions are governed by the law of Victoria, Australia.

- 6.2 We reserve the right to change this agreement and will notify you of any material changes via email at the email address that you provide or via SMS on the mobile phone number you provide.