

F4Kogan Energy 1K Giveaway Terms & Conditions ("Conditions of Entry")

Schedule									
Promotion:	Kogan Energy 1K Giveaway								
Promoter:	Kogan Australia Pty Ltd ABN 53 152 570 351, 139 Gladstone St, South Melbourne, VIC 3205, Australia. Ph: 1300 005 123								
Promotional Period:	Start date: 01/11/21 at 9:00 am AEDT End date: 27/01/22 at 11:59 pm AEDT								
Eligible entrants:	Entry is only open to NSW, QLD, SA and VIC residents who are 18 years and over and new or existing customers of Kogan Energy with an active account (i.e. a customer currently using Kogan Energy).								
How to Enter:	During the Promotional Period, all existing Kogan Energy customers will be entered into the monthly prize draws. Entrants must still be an existing customer as at the date of the prize draw to be eligible for a prize.								
Entries permitted:	Entrants will receive one (1) entry into each monthly prize draw. Limit one (1) prize permitted per person (excluding SA residents).								
Total Prize Pool:	AUD \$3,000.00								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Prize Description</th> <th style="width: 10%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 40%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td> <p>The prize is a \$1,000 electricity credit to be applied to the winner's Kogan Energy electricity account.</p> <p>The electricity credit is subject to the Promoter's standard terms and conditions of service. The winner must be an active Kogan Energy customer (i.e. a customer currently using Kogan energy).</p> </td> <td style="text-align: center;">3</td> <td style="text-align: center;">AUD\$1,000.00</td> <td>Monthly prize draws.</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method	<p>The prize is a \$1,000 electricity credit to be applied to the winner's Kogan Energy electricity account.</p> <p>The electricity credit is subject to the Promoter's standard terms and conditions of service. The winner must be an active Kogan Energy customer (i.e. a customer currently using Kogan energy).</p>	3	AUD\$1,000.00	Monthly prize draws.
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Winner notification:	The winners will be contacted by using the contact details on file with the Promoter within fourteen (14) days of the draw. The winners will be published on the Kogan Energy website within seven (7) days of the corresponding monthly draw.								
Unclaimed Prizes:	Prizes must be claimed by 01/03/22 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 02/03/22 at 12:00 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winners of the redraw will be notified by using the contact details on file with the Promoter within fourteen (14) days of the redraw. The winners will be notified publicly (and their details published) on the Kogan Energy website on 08/03/22. If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published on the Kogan Energy website.								

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family

member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

5. Draws:

- a) The draws will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 12:00 pm AEDT on 26/11/21, 23/12/21 and 28/01/22 by computerised random selection. Entries for each draw will close at 11:59pm AEDT the day before the draw. Non-winning entries in each monthly prize draw will be entered into any subsequent monthly prize draw.
 - i) The Promoter may draw reserve winners in case of ineligible or invalid entries.
 - ii) The first valid entry drawn in each draw will be the winners of the prizes specified in the Schedule above for that draw.
 - b) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
 9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
 10. If a prize is unavailable the Promoter reserves the right to substitute the prize to a prize of equal or greater value and specification.
 11. No entry fee is charged by the Promoter to enter the Promotion.
 12. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
 13. Entrants' personal information will be collected by the Promoter and by Powershop ("the Collectors"). Personal information will be stored on each Collector's database. The Collectors may use this information for future marketing purposes regarding their products, including contacting the entrant electronically. The Collectors are each bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and their individual privacy policy which is located at <https://www.kogan.com/au/privacy-policy/> (for the Promoter) and at <https://www.powershop.com.au/privacy-policy/> (for Powershop). Each Collector's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the organisation holds about them and how the entrant may complain about any potential breach by the organisation of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Collectors collect personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including their contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
 14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
 15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
20. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
21. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
22. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.