

**LUMO LOUNGE WITH COSI PROMOTION TERMS AND CONDITIONS**  
**(as at 21 June 2024)**

**1. THE PROMOTION**

- (1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the Lumo Lounge with Cosi (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12.01am ACST, Tuesday 25 June 2024 and closes at 5:00pm ACST, Monday 1 July 2024 (**Promotion Period**).
- (3) The Promotion is a game of chance.

**2. PROMOTER'S DETAILS**

The promoter is South Aussie with Cosi Pty Ltd ABN 55 152 374 340 of 40 Port Road, Hindmarsh, SA (**Promoter**).

**3. ELIGIBILITY**

- (1) Subject to **clauses 3(2) and 3(3)**, entry in the Promotion is open to any resident of South Australia who is 18 years or older (**Eligible Entrant**).
- (2) Employees and their immediate families of the Promoter and Lumo Energy (SA) Pty Ltd (ABN 61 114 356 697) and their affiliates and subsidiaries are not eligible to enter.
- (3) The Promoter reserves the right to verify the validity of each entry. The Promoter reserves the right to disqualify any person for tampering with the entry process or who otherwise does not comply with these Terms and Conditions.
- (4) Each Eligible Entrant may only submit one entry.

**4. HOW TO ENTER THE PROMOTION**

- (1) To enter the promotion, an Eligible Entrant must, during the Promotion Period:
  - (a) follow Lumo Energy SA's official Facebook or Instagram page;
  - (b) 'like' the Promotion post; and
  - (c) comment on the Promotion post with their name.
- (2) An Eligible Entrant who submits a valid entry by following the process set out in **clause 4(1)**, will be an "**Entrant**" and their entry will be judged in accordance with **clause 6**.
- (3) Entries received outside of the Promotion Period will be ineligible for entry. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.
- (4) Any Eligible Entrant found to have used multiple social media accounts to enter will be ineligible.
- (5) An Entrant must not submit any entry:
  - (a) that contains images of another person without that person's permission (or in the case of a minor, the minor's parent(s) or legal guardian(s) permission);
  - (b) for which a third party holds the intellectual property rights where the Entrant has not obtained all necessary consents to copy, disclose, distribute, incorporate or otherwise use the material for any purpose;
  - (c) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Australia; or

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- (d) that may be used in connection with spamming, phishing, trolling or similar activities.
- (6) Unacceptable entries may be deemed invalid, at the Promoter's sole discretion.

**5. THE PRIZE**

The Promoter is offering Eligible Entrants the chance to win one (1) of three (3) identical double passes to the Port Adelaide v Western Bulldogs game at Adelaide Oval on Saturday 6 July 2024 in a corporate suite, issued in accordance with **clause 7 (Prize)**. The total value of the Prize is valued up to a maximum of \$2,700 (incl GST).

**6. PRIZE WINNERS**

- (1) The Prize will be drawn by the Promoter via electronic draw at 5:00pm ACST on Monday 1 July 2024 at 40 Port Road, Hindmarsh, South Australia 5007 or any other premises the Promoter deems appropriate. (**Prize Draw**).
- (2) The first three (3) valid entries drawn via electronic draw will win the Prize (**Prize Winners**). The Promoter's decision is final and no correspondence will be entered into.
- (3) The Promoter will notify the Prize Winners before 12:00pm ACST on Tuesday 2 July 2024 by:
  - (a) private online message to the Prize Winner's Facebook or Instagram account that posted the entry; and
  - (b) publishing the names of the Prize Winners on the Facebook and Instagram pages of the Promoter.
- (4) If the Prize Winner:
  - (a) responds to the online message sent in accordance with clause 6(1) before 5:00pm ACST on Wednesday 3 July 2024, they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
  - (b) fails to respond by 5:00pm ACST on Wednesday 3 July 2024, their prize will be deemed unclaimed.
- (5) The Promoter may conduct such further draws as necessary for any unclaimed Prizes (subject to the approval of the relevant gaming authorities in each State). The redraw will be conducted at Adelaide, South Australia at 11:00am ACST on Thursday 4 July 2024, subject to any written direction given under applicable law. Any Prize Winner(s) of an unclaimed Prize will be notified in the manner set out in **clause 6(3)**. Any further draws that may be required to allocate any Prizes that remain unclaimed following the redraw held on Thursday 4 July 2024 will be conducted in accordance with the instructions of the relevant gaming authorities.

**7. PRIZE DETAILS**

- (1) Within a reasonable time frame after the Winner's Acceptance, the Promoter will contact the Prize Winners directly to arrange the itinerary associated with the Prize. The Promoter will also provide the Prize Winners with all information, tickets and all other necessary instructions in order for the Prize Winners to redeem the Prize. The Prize Winners must cooperate with the Promoter.
- (2) The Prize includes food and drinks in a corporate suite.
- (3) It is the responsibility of the Prize Winner to organise transport to/from Adelaide Oval.
- (4) The Prize Winner and their companion are responsible for their own travel insurance for the period of travel.
- (5) Hotel incidentals, transfers, spending money, meals, phone calls, taxis, additional activities and travel expenses and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the Prize

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Details above or as advised by the Promoter at the time of winning are the responsibility of the Prize Winner and their companions as incurred.

- (6) Dates, venues and schedules are not under the Promoter's control and are subject to change. The Prize only extends to the Port Adelaide v Western Bulldogs game at Adelaide Oval on Saturday 6 July 2024, is in no way transferrable and the Promoter takes no responsibility for any date, venue or schedule changes.

**8. OTHER MATTERS RELATING TO THE PROMOTION**

- (1) It is a condition of accepting the Prize that the Prize Winner and his/her companions may be required to sign a release of liability in a form to be determined in the absolute discretion of the Promoter.
- (2) If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.
- (3) The Promoter's decision is final and no correspondence will be entered into.
- (4) It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the individual components of the Prize. The Prize cannot be transferred, exchanged or redeemed for cash.
- (5) Subject to State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Prize in whole (or any of its components), with a substitute prize of equal or greater value and the Prize will be notified accordingly.
- (6) Acceptance of the Prize is deemed consent for the Promoter to use the Prize Winner's details, voice, image, likeness and photographs for promotional, marketing and publicity purposes on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite time without any further attribution, reference, payment or other compensation to the Prize Winner.
- (7) Each Entrant must comply with any requirements for the use of Facebook, and his/her Facebook account. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to the Promoter and not to Facebook. The information you provide will only be used for prize notification, competition related announcements and the Promoter's communications. By entering into this Promotion you agree to release Facebook from any or all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook.
- (8) Each Entrant acknowledges that the public will have the capacity to comment on the entry, and will not hold the Promoter liable for the publication of any comments, whether derogatory, offensive, racist, defamatory or otherwise, posted in relation to the entry.

**9. PRIVACY**

By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion to third parties as required by law. If the information requested is not provided by the Entrant, the Entrant may not participate in the Promotion. For details about how the Promoter may use your information, and what your rights are under Australian privacy laws, please refer to the Promoter's Privacy Policy available at [lumoenergy.com.au/privacy](http://lumoenergy.com.au/privacy).

**10. LIABILITY**

- (1) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010

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(Cth)), or similar state-based consumer protection laws (**Non-Excludable Guarantees**).

- (2) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way:
- (a) out of the Promotion; or
  - (b) without limiting clause 10(2)(a), out of: (i) any technical difficulties, equipment malfunction, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical problems or traffic congestion on the internet or any website (whether or not under the Promoter or its related bodies corporate's control); (ii) any theft, destruction, unauthorised access or third party interference of entries under this Promotion; (iii) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter or its related bodies corporate; (iv) any tax liability incurred by a Prize Winner or Entrant; or (v) use of a Prize.

**11. VARIATIONS**

- (1) The Promoter in its sole discretion may modify, suspend or terminate all or part of the Promotion, or disqualify and prohibit further participation in this Promotion, in the event that any portion of this Promotion is compromised by a virus, bugs, non-authorised human intervention, hackers or other causes beyond the reasonable control of the Promoter which, in the sole opinion of the Promoter, corrupts or impairs the administration, security, fairness, or proper conduct of the Promotion.
- (2) The Promoter reserves the right to update these Terms and Conditions from time to time in its sole discretion for administrative reasons or to ensure efficient operation of the Promotion. Changes will be posted on the Promoter's website at [redenergy.com.au/termsandconditions](http://redenergy.com.au/termsandconditions).

**12. GENERAL**

- (1) Failure by the Promoter to enforce any one of these Terms and Conditions in any instance(s) will not give rise to any claim or right of action by any Entrant or Prize Winner or other person.
- (2) The laws of the State of South Australia apply to this Promotion.