

## Lumo Energy Lumo Lights Christmas Competition

### TERMS AND CONDITIONS

By entering the "Lumo Energy Lumo Lights Christmas Competition", you are agreeing to the following terms and conditions:

#### 1. STANDARD TERMS

1.1 Information on how to enter forms part of the terms of entry.

#### 2. WHO CAN ENTER?

2.1 Entry is open to Australian citizens aged 18 years and over in Victoria, New South Wales, Queensland, Australian Capital Territory and South Australia.

2.2 Employees of Lumo Energy are not eligible to enter.

#### 3. HOW TO ENTER

3.1 The competition commences on 24 November 2014 at 8am and concludes at 5pm on 15 December 2014 ("Competition Period").

3.2 Participants must take a photo of a home or business that has created a Christmas light display and

- upload their photograph entry to Instagram
- follow the Lumo Energy account @LumoEnergy
- cite the hash tag #lumolightschristmas.

3.3 Lumo Energy may exclude an uploaded photograph from entry into the competition if it reasonably considers that 3rd party intellectual property rights may exist in that photograph (e.g. if the photograph includes a company's logo).

#### 4. HOW TO WIN

4.1 Lumo Energy will judge ten winning entries at their discretion on 16 December 2014.

4.2 Winners will be contacted on Instagram, via email or phone.

4.3 Winners will be announced on 20 December 2014.

#### 5. PRIZES

5.1 There will be ten winners. Each winner will receive a \$500 cheque from Lumo Energy via mail.

5.2 The total prize pool is AU\$5,000 inclusive of GST.

5.3 In participating in the Lumo Energy Lumo Lights Christmas Competition, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed.

5.4 The winners agree to grant the promoters a perpetual, royalty free and non-exclusive licence to use such entries, footage and photographs as Lumo Energy may require in all media.

5.5 Prizes cannot be transferred.

#### 6. HOW TO WIN

6.1 All eligible participants will be entered into the competition

6.2 Should any participant enter multiple times, they will only be eligible for one prize.

6.3 Entries will be judged on creative merit; judges will reward those entries that encompass the theme of the competition, as well as images that exemplify an understanding of an artistic element such as space, colour, texture, depth, contrast, clarity and content.

6.4 Lumo Energy's decision is final and Lumo Energy will not enter into correspondence regarding the result.

6.5 If for any reason a winner doesn't wish to participate further, then another winning entry will be judged.

#### 7. NO LIABILITY

7.1 Lumo Energy and their associated agencies will take no responsibility for unclaimed prizes.

7.2 Lumo Energy and their associated agencies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:

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- d) in the process of taking photographs, during entry or judging;
  - e) in the participation or use of any element(s) of the prize;
  - f) as a consequence of late, lost or misdirected mail;
  - g) arising from or related to any problem or technical malfunction of any telephone network or lines or internet communications network related to or resulting from participation in this Competition.
- 7.3 Lumo Energy and their associated agencies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available, subject to state government legislation.
- 7.4 Lumo Energy reserves the right in their sole discretion to disqualify any individual who tampers with the entry process, takes any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to state government legislation.
- 7.5 If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

### **8. PROMOTERS' DETAILS**

- 8.1 The Promoter is Lumo Energy Australia Pty Ltd (ABN 69 100 528 327) of Level 3, 565 Bourke Street, Melbourne VIC 3000.