

GOCATS PROMOTION AND PREMIERSHIP JUMPER COMPETITION

TERMS AND CONDITIONS

1. DEFINITIONS

Competition means this competition to win a Geelong Cats Premiership Jumper that is to be drawn on 15 February 2012, as promoted on Momentum Energy's website.

Membership Vouchers means the virtual Geelong Cats membership voucher(s) that is identified with unique and traceable IDs valued at:

- (a) \$75 (for a residential customer signing up a new/ additional NMI) per new/ additional NMI; and
- (b) \$150 (for a Small to Medium Business customer signing up a new business account or a new/ additional NMI) per new/ additional NMI.

Prize means a Geelong Cats Jumper Signed by the 2011 Premiership Team.

Promoter means each of Geelong Cats and Momentum Energy severally and jointly.

Promotion means the 'GoCats' promotion in which each Eligible Entrant will be eligible to receive a Membership Voucher and entered into the Competition in accordance with these terms and conditions.

Small to Medium Business means a business on a small business tariff that consumes less than 160MWh of electricity per annum.

2. STANDARD TERMS

- (a) Information on how to enter form part of these Terms and Conditions. If there is any ambiguity, discrepancy or inconsistency between the information and these Terms and Conditions, these Terms and Conditions shall prevail.
- (b) By participating in the Promotion and Competition you are deemed to have accepted these Terms and Conditions.
- (c) In this Terms and Conditions, Momentum Energy means Momentum Energy Pty Ltd of Level 12, 628 Bourke Street, Melbourne, VIC 3000 ABN 42 100 569 159.
- (d) In this Terms and Conditions, Geelong Cats means Geelong Football Club Limited of Simonds Stadium, Kardinia Park, Geelong, VIC 3220, ACN 005 150 818.

3. WHO IS ELIGIBLE

- (a) Subject to clause 3 (b), the Promotion and Competition is open only to all residents of Victoria who is an owner, operator or manager of a Small to Medium Business or residential energy account holder and who has the authority to make decisions about the purchasing of that business or home's energy (**Eligible Entrants**). Only one entrant is permitted for each NMI.
- (b) Employees (and their immediate families) of Momentum Energy, Promoter and agencies associated with Momentum Energy and/or this promotion (including and design, brand, printing and media agencies which

were directly involved in the development, marketing or production of this Competition) are ineligible to enter this competition. Immediate family means any of the following: 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 or step-sister.

4. CONDITIONS APPLICABLE TO THE PROMOTION AND MEMBERSHIP VOUCHERS

- (a) The Promotion commences 12.00am on 20 November 2011 and ends 11.59pm on 31 January 2012.
- (b) Each Eligible Entrant for the Promotion who:
 - i. prior to 31 January 2012;
 - ii. enters into a minimum 36 month energy retail contract with Momentum Energy for a new NMI;
 - iii. for any of Momentum Energy's products with respect to a new NMI for their Small to Medium Business or residence; and
 - iv. has elected to participate in the Promotion by notifying the relevant sales representative at the time the energy retail contract with Momentum Energy is entered into for the new NMI,will be eligible for one Membership Voucher per NMI;
- (c) Each Eligible Entrant must accept all terms and conditions applicable to the Momentum Energy product chosen by the Eligible Entrant.
- (d) Early termination fee applies if you terminate the energy retail contract with Momentum prior to the 36 months term elapsing. The early termination fee is the early termination fee applicable to the Momentum Energy product chosen by the Eligible Entrant plus a pro-rata of the value of the Membership Voucher you have been provided calculated by dividing the total value of the Membership Voucher(s) received and the period of contract.
- (e) Each Membership Voucher is valid for the 2012 membership year only and must be redeemed prior to 30 June 2012. The customer must contact the Geelong Cats directly to redeem the Membership Vouchers. The customer acknowledges that there is a 3 day minimum processing period from the time the Membership Voucher(s) is redeemed from the Geelong Cats.
- (f) The Membership Voucher is not transferable for cash or any other merchandise.
- (g) Each Eligible Entrant must accept all terms and conditions applicable to Geelong Cats memberships. For a copy of the Geelong Cats membership terms and conditions visit <http://membership.geelongcats.com.au/terms-and-conditions/>.
- (h) Entry is not valid or available in conjunction with any other Momentum promotion, vouchers or competitions including Capricorn membership offer.

5. COMPETITION

- (a) The Competition commences **12.00am** on 20 November 2011 and ends 11.59pm on 31 January 2012.
- (b) Each Eligible entrant who enters into an energy retail contract with Momentum Energy under the Promotion will be automatically entered into the Competition for an opportunity to win the Prize.

- (c) Only one Prize will be offered with respect to the Competition.
- (d) Momentum Energy reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence to Momentum Energy's satisfaction) and to, at its absolute discretion, disqualify any entrant who:
 - i. in Momentum Energy's opinion, tampered with the entry process; and/or
 - ii. submits an entry that is not in accordance with these Terms and Conditions.

Failure by Momentum Energy to enforce any of its rights at any stage does not constitute a waiver of those rights.

- (e) By entering the Competition, the Eligible Entrant hereby warrants that all information submitted by him/her is true, current and complete. If there is a dispute as to the identity of an Eligible Entrant, Momentum Energy reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
- (f) The prize winner will be notified by phone and the winner's names will be published on Momentum Energy's website. In the event that a prize winner cannot be contacted, and all reasonable effort is made to locate the winner, a redraw will take place.
- (g) Momentum Energy' decision is final and no further correspondence will be entered into.

6. PRIZES

- (a) General terms and conditions:
 - i. Prize terms and conditions are in addition to and do not in any way limit or alter the Contract Terms or other terms and conditions or agreements that the winner may have with Momentum Energy.
- (b) Momentum Energy accepts no responsibility for change in prize values between the date of the Competition and the ultimate date on which prizes are awarded.
- (c) If any prize (or part of any prize) is unavailable, Momentum Energy, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- (d) The Prize will be announced on 15 February 2012. The winner will need to contact the Promoter via Competition@momentum.com.au to make an appointment to redeem the Prize. The Prize must be redeemed within 6 months of the date of the winner being announced.
- (e) The prize, or any unused portion of a prize, is not transferable to another person. The prize is not exchangeable and cannot be taken as cash. Prize not redeemable for cash and forfeited. If for any reason the winner does not take the prize or any element of the prize at the time stipulated by Momentum Energy, then the prize or any element of the prize will not be redeemable for cash. No part of this prize can be used in conjunction with any other promotion or offer.
- (f) In accepting the prizes, the winners agree for the winners to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed or to attend an event in which the Prize will be presented (if any). The winners agree to grant Momentum Energy a non-revokable and exclusive licence to use such footage and photographs and the

winner's name, likeness, image and/or voice in all media worldwide and the winners (and their companions) and will not be entitled to any fee for such use.

- (g) Entry details remain the property of the Promoter. The winners consent to Momentum Energy using their personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes including, but not limited to, disclosing such information to third parties and as required, to Australian regulatory authorities and/or promotional, marketing and publicity purposes. Without limiting the foregoing, personal information provided in connection with this promotion will be managed in accordance with Momentum Energy's Privacy policy, a copy of which is available at <http://www.momentumenergy.com.au/customer-support/privacy-policy>.
- (h) The winners agree they will not (and will ensure that their companions do not) sell or otherwise provide their stories and/or photographs to any media or other organisation.
- (i) 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 Momentum Energy, Momentum Energy reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- (j) Momentum Energy may in its absolute discretion deem entries invalid subsequently to a winner's name being announced if it is discovered that the winner did not enter the Competition in accordance with these terms and conditions, or does not otherwise comply with these terms and conditions.

7. NO LIABILITY

- (a) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Momentum Energy's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, Momentum Energy may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions.
- (b) Momentum Energy and its associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- (c) Except for any liability that cannot be excluded by law, Momentum Energy (including its 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 out of this competition, including, but not limited to, where arising out of the following:
 - i. any technical difficulties or equipment malfunction (whether or not under Momentum Energy's control);
 - ii. any theft, unauthorised access or third party interference;
 - iii. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after its receipt by Momentum Energy) due to any reason beyond the reasonable control of Momentum Energy;
 - iv. any variation in prize value to that stated in these Terms and Conditions;
 - v. any tax liability incurred by a winner or Entrant; or

vi. use of the prize.

(d) Momentum Energy reserve the right to reasonably amend or vary these terms and conditions at its sole discretion, orally or in writing, for the purpose of Momentum Energy's programming, scheduling or production requirements.