

# Offsetters

A community empowering change

## TERMS AND CONDITIONS

### Schedule

<b>Promoter</b>	Cleaner Climate Australia Pty Limited Pty Ltd ABN 124 436 728 Suite 2, 13-15 Ridge Street North Sydney, NSW, 2060 Australia +61 2 2 8324 1414 info@cleanerclimate.com <a href="https://www.cleanerclimate.com">https://www.cleanerclimate.com</a>
<b>Promotional Period</b>	Start Date: 12.00pm AEST 4 November 2019 End Date: 12.00pm AEST 3 November 2020
<b>Draw Dates</b>	The Prize Draws for Prizes 2 and 3 (if any) will be drawn: <ul style="list-style-type: none"> <li>In accordance with Section 6 of the Terms and Conditions.</li> </ul> Prize 1 (see below) will be drawn on: <ul style="list-style-type: none"> <li>30th of August 2020 at 12.00pm AEST.</li> </ul>
<b>Prizes &amp; Prize Pool</b>	The Prize Pool may include the following Prizes ( <u>depending on the number of Subscribers that enter the Promotion</u> ): <ul style="list-style-type: none"> <li>every <b>Subscriber</b> that enters the Promotion will win an entry into the Soneva Fushi Prize Draw for the chance to win one x 5-night stay for the Winner and one companion at the Soneva Fushi Resort in the Maldives (see clauses 11(a), 12 and 13) (<b>Prize 1</b>); and</li> <li>where over <b>5,000 Subscribers</b> enter the Promotion, 4 Subscribers will win a solar backpack each month (see clause 11) (<b>Prize 2</b>); and</li> <li>where over <b>10,000 Subscribers</b> enter the Promotion, 3 Subscribers will win either /choose between an 8KW home solar system or free power for a year through Powershop (<b>Prize 3</b>) (see clause 11).</li> </ul>
<b>Permits</b>	NSW Permit Number: LTPS/19/39332 ACT Permit Number: ACT TP 19/04495

1. Information on eligibility, mechanisms on how to enter, prizes and the information in the Schedule form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
2. **Eligibility:** Entry is open to all Australian residents. Australian residents must be aged eighteen (18) years or over (**Subscribers**). Employees, immediate family members, retailers, suppliers, associated companies and agencies related to the Promoter are not eligible to enter in the Promotion. All Subscribers who are under the age of eighteen (18) years and who enter the Promotion without disclosing or by attempting to conceal their age will be deemed invalid.
3. **How to enter:** To enter and be eligible, Subscribers must, during the Promotional Period, correctly sign up and register to become an Offsetters member (**Offsetters**) via the RAIZ Invest App found at the Google Play App store or iOS App store which can be located at (<https://raizinvest.com.au/>) or any one of RAIZ Invests' affiliate websites (**Sites**), in accordance with the instructions provided on the Sites or the App and the Subscriber must, at the time of signing up to become an Offsetters member, make payment of the initial monthly subscription of \$3.70 (AUD). Subscribers will be required to provide all mandatory information that may include, but is not limited to, the Subscribers' full name, residential address, age, date of birth, title, gender, email address and contact telephone number. All entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. All entries are final.
4. **Multiple entries:** Subscribers must enter the Promotion in their own name. Multiple entries are strictly prohibited and each Subscriber may only enter the Promotion one (1) time. Further entries by the Subscriber will be deemed invalid.
5. The Promoter reserves the right, at any time, to verify the validity of entries and Subscribers (including a Subscribers' identity, age and place of residence) and to disqualify any Subscriber. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. **Multiple Prize Draws:** The Prize Pool (as described in the Schedule) consists of multiple Prizes which are dependent on the number of Subscribers to enter the Promotion. Each Prize is separately redeemable by a winning Subscriber. For the avoidance of doubt, conditions of Prize eligibility and the Prize Draw for Prizes 2 and 3 (if any) will be drawn:
  - (a) in accordance with clause 17 (**Draw and Venue**), seven (7) business days after the Subscriber number has reached the minimum number of Subscribers detailed in the Prize and Prize pool and that minimum number of Subscribers is maintained for a consecutive 90 days and;
  - (b) in accordance with clause 17 (**Draw and Venue**), and will exclude residents of South Australia which are deemed ineligible for the Prizes.
7. **Game of chance:** As the Promotion is a game of chance, and subject otherwise to these Terms and Conditions, skill plays no part in determining the winning Subscribers and each valid entry will NOT be individually judged. Each entry has an equal chance of winning. The winning Subscribers will be confirmed by the Promoter.
8. Subscribers are responsible for any and all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Sites or the App).
9. The Promoter's decision is final and no correspondence will be entered into with Subscribers regarding the decision.
10. **Multiple Prizes:** Where more than one Prize is available, there is no limit to the number of Prizes that an eligible Subscriber may win, up to the maximum number of Prizes.
11. **Prize Definitions:** There are three Prizes within the Prize Pools as outlined in the Schedule and as further particularised below:
  - (a) **Prize 1:** one x 5-night stay for the Winner and one companion at the Soneva Fushi Resort in the Maldives (see here <https://www.soneva.com/soneva-fushi/villas/one-bedroom/one-bedroom-with-pool/soneva-fushi-villa-suite-with-pool/>), return economy class flights from the Winner's nearest international airport, for the Winner and their companion and spending vouchers for the Winner to the value of \$2,000 (AUD dollars). These vouchers are redeemable only at the Soneva Resort. Total Prize value of AUD20,000.

- (b) four (4) x XD Design, Bobby Tech Anti-Theft Back Packs with 10W fast charge Samsung / Android and 7.5W fast charge iPhone - <https://www.xd-design.com/us-us/bobby-tech-black>. Total Prize pool value of AUD1,480; and
- (c) three (3) x 6.6kW home solar systems. Total Prize pool of AUD12,000.
12. **Prize 1:** Prize 1 is supplied by Soneva Mauritius Limited, IFS Court, 28, Cybercity, Ebene, Mauritius (**Supplier**). Subject to availability, and the blackout periods set out at clause 13, the winning Subscriber may select the dates on which they wish to redeem Prize 1. **Prize 1 must be booked within 60 days of the winning Subscriber being informed it is the winning Subscriber, in accordance with these Terms and Conditions. Prize 1 must be redeemed by 06 December 2020.** Dates, once notified to the Promoter and Supplier, cannot be changed (unless otherwise agreed). The winning Subscriber must not have already won another Prize. Prize 1 does not include any other travel costs not expressly included in clause 11(a) (including but not limited to any domestic flight, rail or transfer costs to and from the relevant Australian international airport, travel insurance, any visa or travel permit costs, food and drink, spa treatments, spending money, excursions, tax or personal expenses). Any other costs incurred in addition to those set out above, and that are incidental to the fulfilment of Prize 1, are the responsibility of the winning Subscriber and their travel companion.
13. **Blackout periods:** Prize 1 cannot be redeemed between the following blackout periods:
- 4 November 2019;
  - 20 December 2019 – 13 January 2020;
  - 1 February 2020 – 28 February 2020;
  - 5 April 2020 – 27 April 2020;
  - 1 May 2020 – 8 May 2020;
  - 15 July 2020 – 15 August 2020; and
  - 28 September 2020 – 10 November 2020.
14. **Prize: Subject to clause 25, THE PRIZE IS NOT TRANSFERABLE AND NOT REDEEMABLE FOR CASH.** The Prize will be awarded in the name of the winning Subscriber, in accordance with clauses 17 or 19.
15. **Promotional Period:** The Promotion commences on the Start Date and concludes on the End Date as per the Schedule (**Promotional Period**).
16. **Redemption Period:** The redemption period, during which the Prize may be claimed commences on the Draw Date and ends three (3) months from the date thereof. If the winning Subscriber does not claim the Prize within the Redemption Period, the Prize will be deemed to be forfeited by the Subscriber.
17. **Draw and Venue:** The draw/s to determine the winning Subscribers for the Promotion, as the case may be, (**Draw/s**) will take place at Suite 2, 13-15 Ridge Street North Sydney NSW 2000. The Promoter will conduct each Draw by using a computerised system to draw winning Subscriber/s.
18. **Winning Subscriber:** Each winning Subscriber in a Draw, if any, will be notified by email and/or telephone within forty-eight (48) hours of the Draw.
19. **Unclaimed Prize Draw:** If any Prize remain unclaimed in accordance with clause 16, a second draw or selection for the Prize (**Unclaimed Prize Draw**), will take place on the first business day after the expiry of the Redemption Period at the same time, place and manner as the original Draw, subject to any directions from a regulatory authority. The Promoter may conduct the Unclaimed Prize Draw without the need to seek approval from the relevant regulator in NSW, Australia. The alternative winning Subscriber, if any, will be notified by email and/or telephone within forty eight (48) hours of the Unclaimed Prize Draw.
20. **Unavailable Prize:** If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter may, in its absolute discretion, reserve the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
21. **Invalid entries:** In the event that a winning Subscriber's entry is deemed or found to be invalid, the Promoter may redraw or decide on another winning Subscriber.
22. **Travel:** Without limiting clauses 11(a), 12 and 13 if a Prize involves travel, the components of the Prize must be taken together when offered or are forfeited. If the Prize involves travel and is awarded to multiple people, the winning Subscribers and their companion(s) must be over 18 years old, have the necessary travel documentation required, to travel and must travel together and depart from and return to the same departure point. The winning Subscribers may not accrue any frequent flyer points from making use of the Prize. Any travel and accommodation (if any) is subject to availability and may be

dependent on travel class availability and specific room category availability. Travel and accommodation will be arranged by the Promoter or an agent nominated by the Promoter.

23. **Dangerous activity:** Where a Prize involves dangerous activity, the winning Subscribers acknowledge the inherent risk in such activity and further acknowledges that use of the Prize may result in injury or death. The winning Subscriber participates in the activity at their own risk. In claiming and making use of a Prize which involves dangerous activity, the winning Subscribers must (and any companion(s)):
  - (a) attend, undergo and pass any appropriate training, briefings, safety demonstrations, required medical tests and other requirements (including blood alcohol testing) of the Promoter and/or any supplier of the Prize or any part of the Prize, as determined in their absolute discretion;
  - (b) declare to the Promoter and/or any supplier of the Prize or any part of the Prize, any health-related issues that may affect their safe participation in any part of the Prize and obtain a written clearance from a doctor in this respect;
  - (c) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in any part of the Prize;
  - (d) not be under the influence of any drugs including alcohol;
  - (e) comply with all directions of the Promoter and/or any supplier of the Prize or any part of the Prize and any relevant officials; and
  - (f) wear all safety and other equipment required.
24. The Promoter and/or any supplier of the Prize or any part of the Prize may in their absolute discretion:
  - (a) reserve the right to refuse to allow the winning Subscribers or their companion(s) (if any) to take part in any or all aspects of the Prize if they reasonably believe the winning Subscribers or their companion(s) (if any) represent a safety risk or for any other reason; and
  - (b) may cancel the relevant component of the Prize if the conditions are deemed dangerous.
25. **Motor vehicle:** Where a motor vehicle is awarded as a Prize, to be eligible to claim the Prize, the winning Subscriber must be capable of obtaining the necessary motor vehicle registration for the Prize in its name, in accordance with the applicable State or Territory legislation in which the Prize is collected. If the winning Subscriber is, through any legal incapacity or otherwise, unable to register the Prize in their own name, then the winning Subscriber may assign the Prize to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangement between the winning Subscriber and the assignee.
26. **Publicity:** The winning Subscribers' full names will be published in a national newspaper, and/or on the Promoter's social media accounts, including but not limited to, Facebook, Twitter and Instagram. By entering the Promotion, the winning Subscribers consent to the publication of such information.
27. By entering the Promotion, Subscribers consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winning Subscriber (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion (including any outcome), and promoting the Promoter's business and any products manufactured, distributed and/or supplied by the Promoter. The Subscriber further agrees that they will participate in all reasonable promotional activities in relation to the Promotion as requested by the Promoter and its agents.
28. **Non-Excludable Guarantees:** 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 *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Consumer Act 2010* (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
29. **Consequential Loss:** Despite anything to the contrary, to the maximum extent permitted by law, the Promoter will not be liable under these Terms and Conditions for any consequential loss including but not limited to loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

30. **Liability:** Except for any liability that cannot by law be excluded by law (including the Non-Excludable Guarantees), the Promoter (including its respective officers, employees and agents) will not be liable to a Subscriber for, and the Subscriber indemnifies, waives and releases the Promoter in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection with:
- (a) any act or omission of the Subscriber;
  - (b) any breach of these Terms and Conditions by the Subscriber;
  - (c) any Force Majeure;
  - (d) a matter arising out of clause 32;
  - (e) the winning Subscriber or their companion(s) (if any) being unable to use any or all aspects of the Prize as a result of clauses 23 and 24;
  - (f) any personal injury or loss;
  - (g) claiming the Prize;
  - (h) use of the Prize in any way;
  - (i) any theft of any Prize or unauthorised access or third party interference in the Promotion;
  - (j) any entry or Prize claim that is late, lost, altered, damaged, delayed or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or
  - (k) any tax liability incurred by a winning Subscriber.
31. **Force Majeure:** If performance of the Promotion, provision or use of the Prize (or any part of it), or any obligation under these Terms and Conditions is prevented, restricted, or interfered with by a Force Majeure, and if as a result the Promoter is unable to carry out its obligations or to provide the Subscriber with the Prize (or any part of it), the Promoter may in its absolute discretion, subject to any written directions made under any applicable legislation, cancel, terminate, modify or suspend the Promotion and/or, if necessary, provide an alternative prize or prizes to the same value as the original Prize. The Promoter will give public notice of such an event and that the Promotion has been cancelled, terminated, modified or suspended. **Force Majeure** means any event or circumstance beyond the Promoter's reasonable control includes, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lock-outs and work stoppages, terrorism, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion. The Promoter will use reasonable efforts under the circumstances to avoid or minimise any Force Majeure. An act or omission will be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
32. The Promoter accepts no responsibility and will not be liable for any late, lost, delayed, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
33. To the maximum extent permitted by law, as a condition precedent to accepting the Prize, the winning Subscriber must sign any legal documentation as and in the form reasonably required by the Promoter and/or Prize suppliers, including but not limited to a legal release and indemnity form.
34. **Online entries:** In the event that a dispute arises as to the identity of an online Subscriber, the entry will be deemed to have been submitted by the authorised account holder of the email address. The authorised account holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organisation that is responsible for assigning email addresses for the domain associated with the email. The Promoter may ask any Subscriber to provide the Promoter with proof that such party is the authorised account holder of the email address associated with the entry.
35. **Personal information:** The Promoter collects personal information in order to conduct the Promotion and for other purposes as set out in the entry form or page for the Promotion and may, for this purpose,

collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Entry is conditional on providing this information. Subscribers should direct any request to opt out, access, update or correct information to the Promoter. All entries including the personal information in them becomes the property of the Promoter.

36. **Legal Warning:** Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Site or the App, or the information on the Site or the App, or to otherwise undermine the legitimate operations of the Promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by a Subscriber, the Subscriber agrees to indemnify the Promoter for those losses, damages and costs.
37. **Linked Sites:** The platform for the Promotion may contain links to other websites (**Linked Sites**). The Promoter does not endorse and is not responsible for the content of any Linked Sites. Any Linked Sites displayed on the platform are for the Subscribers' convenience only and the Subscriber agrees to access, use and otherwise deal with Linked Sites at their own risk.
38. **Social Media:** Social media membership pages, applications and use of social media generally is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms and Conditions, the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform including, but not limited to, Instagram, Facebook, Twitter and Pinterest. If a Subscriber uses social media to participate in the Promotion, the Subscriber understands that they are providing their information to the Promoter and not to any social media platform. Subscribers are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in the Promotion, the Subscriber releases Instagram, Facebook, Twitter, Pinterest or applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associate with the Promotion.
39. **General:** Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
40. **Delivery:** The Promoter will deliver the Prize within fourteen (14) days of the Draw Date.
41. **Amendments:** These Terms and Conditions may be amended or replaced from time to time if required by any regulatory authority.
42. **Jurisdiction:** These Terms and Conditions are governed by the laws of the States and Territories in which the Promotion is conducted and the Commonwealth of Australia. Subscribers submit to the jurisdiction of the courts of their State or Territory.
43. **General:** The Promoter reserves the right to hold void, suspend, cancel, or amend the Promotion where it becomes necessary to do so
44. **Entire Agreement:** These Terms and Conditions represent the entire agreement between the Promoter and any Subscriber (including a winning Subscriber) and supersede any prior agreement, understanding or arrangement between the Promoter and any Subscriber (including a winning Subscriber), whether oral or in writing.
45. **Representations:** To the maximum extent permitted by law, the Promoter excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms and Conditions.
46. **Promoter's Contact Details:** as per the Schedule.
47. **Last updated:** 15 October 2019.