

Compare & Connect Costco/C&C Promotion Terms and Conditions (T&Cs)		
Promotion	<ol style="list-style-type: none"> 1. This Promotion is undertaken by Residential Connections Pty Ltd ACN 612 925 434 trading as compare & connect and Costco Wholesale Australia Pty Ltd ABN 57 104 012 893(Promoter). 2. These Terms & Conditions govern the Promotion. Instructions on how to enter and claim form part of these Terms & Conditions. Participation in this Promotion is deemed acceptance of these Terms & Conditions. This Promotion is not valid in conjunction with any other offer. Capitalised terms are defined in these Terms and Conditions. 3. Eligible Claimants who: <ol style="list-style-type: none"> 3.1 successfully connect to a new electricity, gas, internet, life, or Foxtel supplier through using the relevant Promoter's website during the Promotional Period (Referred Customer); and 3.2 otherwise comply with these Terms and Conditions, will receive the Shop Card. 	
Promotional Period (time in Sydney, NSW)	Start time and date	12:00 AM, Monday, 3 April 2023
	End time and date	11:59 PM, Friday, 31 May 2024
Eligible Claimants	<p>Australian residents with an Australian residential address aged 18 years and over.</p> <p>For clarity, companies, businesses, and organisations of any description are excluded from participating in this Promotion.</p> <p>Must be a current Australian Costco Executive member.</p>	
Shop Card	<p>The Promoter will provide a Costco Shop Card for each product as per below, that the Eligible Claimant successfully takes up.</p> <p>Electricity = \$70</p> <p>Gas = \$50</p> <p>Foxtel = \$40</p> <p>Home Internet = \$50</p> <p>Life Insurance = \$100</p>	
Maximum Eligible Claims per Participating Product purchased		Maximum number of Gifts per Eligible Claimant
One (1)		Five (5)
Eligible Claim	<ol style="list-style-type: none"> 1. To be eligible for the Shop Card;: <ol style="list-style-type: none"> 1.1. the Referred customer must visit the Promoter's website costco.compareandconnect.com.au/ and successfully complete all required fields and submit the form during the Promotional Period; 1.2. the Referred Customer must agree to switch providers, including providing all necessary consents to Promoter to process the switch; and 1.3. the Promoter is advised by the relevant retailer (this can take up to 60 days) that the account transfer has taken place and that they have become the new energy retailer for the Eligible Claimant. <p>("Eligible Claim").</p>	

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General

1. Eligible Claimants will be provided their Shop Card via their nominated email within 10 days of Costco being advised that the eligible claimant has made an eligible claim.
2. If the Promoter requires any further information in order to validate a claim, the Promoter will inform the Eligible Claimant by email. The Eligible Claimant will then have fourteen (14) days from the date of the notification email to provide the requested information to the Promoter, unless expressly stated otherwise in the notification email. The Promoter may, in its absolute discretion, invalidate any claims if the claimant fails to provide the further requested information within fourteen (14) days of the notification email by the Promoter.
3. The Promotional Period may be extended at the Promoter's absolute discretion.
4. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, contact number, and place of residence) using all other information available to the Promoter, and to disqualify any claimant who submits a claim that is not in accordance with these terms and conditions or who tampers with the claim process. The Promoter's decision is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
5. Eligible Claimants are responsible for ensuring their correct contact number, Costco Executive member number, email address, and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Shop Card because of a failure to provide correct details or to notify of a change to those details.
6. The Shop Card is not transferable or exchangeable and may be claimed only by the Eligible Claimant. Claims or registrations by any other person will not be accepted. The Shop Card is subject to individual merchant acceptance and in accordance with any applicable law and subject always to the individual trading terms of each participating merchant. Cards are not refundable. Any ancillary costs associated with redeeming the card are not included. Any unused balance of the card will not be awarded as cash. For full Terms and Conditions see www.costco.com.au/costco-shop-card-TC
7. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to: (a) disqualify any claimant; or (b) modify, suspend, terminate or cancel the Promotion, as appropriate.
8. Subject to paragraph 7, the Promoter (including its officers, employees and agents) excludes 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 the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any variation in the Shop Card value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) any use of the Shop Card.
9. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the *Competition and Consumer Act 2010* (Cth) ("**CCA**") or any other legislation which may not be excluded, restricted, or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so: (a) in the case of supply of goods, the Promoter doing any one or more of the following: (i) replacing the goods or supplying equivalent goods; (ii) repairing the goods; (iii) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (iv) paying the cost of having the goods repaired; or (b) in the case of supply of services, the Promoter doing either or both of the following: (i) supplying the services again; and/or (ii) paying the cost of having the services supplied again.
10. These Terms and Conditions are governed by the laws of New South Wales. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales.

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Privacy	<p>The Promoter (or third parties on its behalf) may collect personal information to conduct the Promotion and disclose such information to third parties for this purpose, including agents, contractors, service providers and offer suppliers. The Validity of an Eligible Claim is conditional on providing this information.</p> <p>All claimants consent to their personal information being collected and stored for this purpose in accordance with the Promoter's privacy policy available, which forms part of these Terms and Conditions.</p> <p>In order to facilitate the Promotion, the Promoter will disclose the Eligible Claimants name Costco Executive Membership number and phone number, so that Costco can send the Shop Card. To find out how Costco generally handles personal information see https://www.costco.com.au/privacy-policy</p>
Promoter's details	<p>Promotional Support:</p> <p>Level 3, 342 Flinders St, Melbourne VIC 3000</p> <p>Email: promotions@compareandconnect.com.au</p> <p>Phone: 1300 685 001</p>