

## CLEANER CLIMATE: CARBON CREDIT PROMOTION

1. **THE PROMOTION:** The following terms and conditions set out how you can be entered into a prize draw to win one of three five-night trips to a Soneva Holiday Resort in the Maldives by purchasing Carbon Credits (defined in 5.1.2 below). By entering the Promotion, the entrant agrees to be unconditionally bound by these terms and conditions.
2. **THE PROMOTER:** the promoter of this Promotion is Cleaner Climate Australia Pty Ltd of Suite 2, 13-15 Ridge Street, North Sydney NSW 2060, Australia ("**Promoter**").

Authorised under ACT Permit No: TP18/02028, NSW Permit No: LTPS/18/28819 and SA Licence No: T18/1806

### 3. **ELIGIBILITY AND LIMITATIONS:**

- 3.1 The Promotion is open to all legal residents of Australia aged 18 years or over. The Promotion is also open to residents of other jurisdictions, subject to local rules however for the legal residents of Australia the following terms and conditions will apply. Those under the age of 18 or not legally resident in Australia or other jurisdictions, subject to local rules cannot participate in the Promotion, and even if they do participate and win, they will not be awarded the Prize. The Promotion is NOT open to:
  - 3.1.1 employees of the Promoter, Cleaner Climate South Africa Pty Ltd, Soneva Mauritius Limited, or the Soneva Foundation registered charity number 1138811;
  - 3.1.2 employees of agents or suppliers of the Promoter, Cleaner Climate South Africa Pty Ltd, Soneva Mauritius Limited or the Soneva Foundation with registered charity number 1138811, who are professionally connected with the Promotion or its administration; or
  - 3.1.3 members of the immediate families or households of 3.1.1 and 3.1.2 above.
- 3.2 Access to the internet is required for entry.
- 3.3 In entering the Promotion, you confirm that you are eligible to do so and eligible to claim any Prize you may win. The Promoter may require you to provide proof that you are eligible to enter the Promotion and/or claim any Prize you may win. The Promoter reserves the right, at any time, to verify the eligibility of any entrant, and to disqualify any ineligible entries.
- 3.4 Subject to the availability for purchase of the Carbon Credits, there is no limit to how many times you can enter the Promotion.
- 3.5 **Entry Limitations** - The following entry limitations apply:
  - 3.5.1 The Promoter will not accept entries that are: automatically generated by computer; completed by third parties; incomplete; altered, forged or tampered with;
  - 3.5.2 Entries on behalf of another person will not be accepted; and
  - 3.5.3 The Promoter reserves all rights to disqualify you if your conduct is contrary to these Terms and Conditions or otherwise to the spirit or intention of the Promotion.
- 3.6 There are further limitations on eligibility to redeem a Prize, and these are set out in clause 7.

### 4. **STARTING DATE AND CLOSING DATE**

- 4.1 The Promotion begins on 26 October 2018 at 00:01 Australian Eastern Standard Time ("**AEST**") ("**Opening Date**") from which point the Carbon Credits will be available to purchase.

- 4.2 The duration of the Promotion is subject to the availability of the Carbon Credits. There is a maximum of 600,000 Carbon Credits. Once the stock is sold, the promotion will automatically end. In addition, the prizes will be drawn at different times. This means that there will be 3 different closing dates, one for each prize, after which that prize cannot be won. The closing date ("**Closing Date**") for the Promotion as it relates to each prize will therefore be the earlier of:
- 4.2.1 The date on which all 600,000 Carbon Credits have been sold; or
  - 4.2.2 For each prize as follows:
    - 4.2.2.1 For Prize One - 26 January 2019 00:01 AEST;
    - 4.2.2.2 For Prize Two - 26 September 2019 00:01 AEST; and
    - 4.2.2.3 For Prize Three - 23 October 2019 00:01 AEST.
- (each a "**Closing Date**").
- 4.3 For an entry to be valid for a draw for a particular prize, it must be received by the Promoter in accordance with the entry process as set down in clause 5 by no later than the applicable Closing Date for that particular prize.
- 4.4 All entries received after the Prize Three Closing Date are automatically disqualified. The time entries are deemed to be made will be the time the entry is received by the Promoter, not the time the entry is submitted by an entrant.
- 4.5 Prizes One, Two and Three will be drawn at different times. Entries must be received by the applicable Closing Date for a particular prize, as detailed in 4.2 above, to be eligible for winning that particular prize.

## 5. HOW TO ENTER

- 5.1 To enter the Promotion:
- 5.1.1 Visit the Promoter's website at [www.myanmarstoveproject.com](http://www.myanmarstoveproject.com) and follow the instructions to purchase Carbon Credits. As part of the online entry, you will be required to provide your name and email address. Your operator's standard data or communication charges shall apply for access to the Promoter's website.
  - 5.1.2 The Carbon Credits have been generated as part of projects based in Myanmar and India that distribute energy efficient cooking stoves to rural villages. The projects have been designed according to the Gold Standard carbon certification programme and have been registered and verified by the Gold Standard (the "**Carbon Credits**"). Within *five (5)* days of purchase, you will be sent a carbon offset certificate.
  - 5.1.3 Each Carbon Credit will cost AUD18 dollars. The price of the Carbon Credits has been calculated by the Promoter in accordance with Gold Standard's Pricing Reference for the relevant project methodology which can be found at: <https://www.goldstandard.org/get-involved/make-an-impact> as a basis.
  - 5.1.4 For each Carbon Credit that you purchase, you will automatically receive 1 entry into the Promotion. Subject to availability (as explained in clause 4 above), you can purchase any number of the Carbon Credits. For example, if you purchase 5 Carbon Credits, you will automatically receive 5 entries into the Promotion.

5.1.5 If you purchase 3 Carbon Credits in a single transaction, the Promoter will purchase 1 additional Carbon Credit on your behalf, which it will award to you at no extra cost (subject to availability, as explained in clause 4 above). If you purchase 10 Carbon Credits in a single transaction, the Promoter will purchase 4 additional Carbon Credits on your behalf, which it will award to you at no extra cost (subject to availability, as explained in clause 4 above). If you purchase 15 Carbon Credits in a single transaction, the Promoter will purchase 6 additional Carbon Credits on your behalf, which it will award to you at no extra cost (subject to availability, as explained in clause 4 above).

If you purchase 20 Carbon Credits in a single transaction, the Promoter will purchase 10 additional Carbon Credits on your behalf, which it will award to you at no extra cost (subject to availability, as explained in clause 4 above).

5.2 The Promoter will not accept entries that are incomplete, late, or otherwise defective, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

5.3 For help with entries, please contact [info@cleanerclimate.com](mailto:info@cleanerclimate.com)

## 6. PRIZE

6.1 There are 3 Prizes which will be awarded to 3 Winners as follows:

6.1.1 Prize 1 will be awarded to 1 Winner and consists of a 5-night stay for the Winner and one companion at the Soneva Jani Resort in the Maldives (see here <https://www.soneva.com/soneva-jani/villas/one-bedroom/1-bedroom-water-retreat-with-slide/>);

6.1.2 Prize 2 will be awarded to 1 Winner and consists of a 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/>); and

6.1.3 Prize 3 will be awarded to 1 Winner and consists of a 5-night stay for the Winner and one companion at the Soneva Fushi Resort in the Maldives (see link in 6.1.2 above).

6.2 Each Prize also includes:

6.2.1 return business class flights from the Winner's nearest international airport, for the Winner and their companion;

6.2.2 return domestic seaplane transfer to the islands for the Winner and their companion; and

6.2.3 spending vouchers for the Winner of a value of \$2,500 (AUD dollars). These vouchers are redeemable only at the relevant Soneva Resort.

6.2.4 The total Prize pool value is estimated at a fair value of AUD\$96,000.

6.3 The ability of a Winner to redeem a Prize will be subject to meeting the conditions included below in Clause 7.

6.4 Anyone who has entered the Promotion but does not win the draw for Prize 1, will still be entered into the draw for Prize 2 (and then the draw for Prize 3 if they do not win the draw for Prize 2). Anyone who wins a Prize will not be entered into any subsequent prize draw.

- 6.5 The Prize is not negotiable or transferable. Prizes are subject to availability. The Prize cannot be exchanged and is not redeemable for cash. The Promoter reserves the right, at its discretion, to substitute the Prize with a prize of equal or greater value, subject to legislative approval.
- 6.6 The Prize is supplied by Soneva Mauritius Limited, IFS Court, 28, Cybercity, Ebene, Mauritius (the "Supplier").
- 6.7 Subject to availability, and the blackout periods set out at clause 6.8, the Winner may select the dates on which they wish to redeem the Prize.
- 6.8 Each Prize cannot be redeemed within the following blackout periods:
- 6.8.1 1 February – 28 February 2019;
  - 6.8.2 5 April – 27 April 2019;
  - 6.8.3 1 May – 8 May 2019;
  - 6.8.4 15 July – 15 August 2019;
  - 6.8.5 28 September – 10 November 2019;
  - 6.8.6 20 December 2019 – 13 January 2020;
  - 6.8.7 1 February – 28 February 2020;
  - 6.8.8 5 April – 27 April 2020;
  - 6.8.9 1 May – 8 May 2020;
  - 6.8.10 15 July – 15 August 2020;
  - 6.8.11 28 September – 10 November 2020
- 6.9 The Prize must be booked within 60 days of being informed you are a Winner. The Prize must be redeemed by 06 December 2020. Dates, once notified to the Promoter and Supplier, cannot be changed.
- 6.10 **The Prize does not include** all travel not otherwise specified at clause 6.2 above (including, but not limited to, any domestic flight, rail or transfer costs to and from the 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 the Prize, are the responsibility of the Winner(s) and their travel companion(s). The Promoter will be responsible for any sales tax due in respect of any good or service awarded as a Prize to a Winner, but the Winner shall otherwise be responsible for any other applicable taxes.
- 6.11 The Winner is responsible for ensuring that they, and any person travelling with them, are available to travel and where appropriate hold valid passports, and any necessary visas and travel documents to get to the hotel in question on the dates specified.

## 7. PRIZE CONDITIONS

- 7.1 In order to be eligible to take up the Prize:
- 7.1.1 the Winner must be aged 18 or over;
  - 7.1.2 the Winner must be able, and have the necessary travel documentation required, to travel to the relevant Soneva Resort;
  - 7.1.3 if the Winner chooses to bring a companion, this person must be aged 18 or over, and must also be able, and have all the necessary travel documentation required, to travel to the relevant Soneva Resort; and
  - 7.1.4 the Winner must not have already won a Prize

## 8. SELECTION OF WINNERS

- 8.1 Subject to 8.2 below:
- 8.1.1 **In relation to Prize 1**, the Winner will be selected at random by a draw performed by a computer process from all eligible entries received in accordance with these Terms and Conditions between the Opening Date and 26 January 2019. This draw will take place on 28 January 2019 at 3.00pm AEST at the Promoter's address found at Clause 2 and if applicable an Unclaimed Prize Draw will take place on 29 February 2019 at 3.00pm AEST at the Promoter's address found at Clause 2.
  - 8.1.2 **In relation to Prize 2**, the Winner will be selected at random by a draw performed by a computer process from all eligible entries received in accordance with these Terms and Conditions between the Opening Date and 26 September 2019 (excluding all entries made by the Winner of Prize 1). This draw will take place on 28 September 2019 at 3.00pm AEST at the Promoter's address found at Clause 2 and if applicable an Unclaimed Prize Draw will take place on 27 October 2019 at 3.00pm AEST at the Promoter's address found at Clause 2; and
  - 8.1.3 **In relation to Prize 3**, the Winner will be selected at random by a draw performed by a computer process from all eligible entries received in accordance with these Terms and Conditions between the Opening Date and 23 October 2019 (excluding all entries made by the Winner of Prize 1 or Prize 2). This draw will take place on 25 October 2019 at 3.00pm AEST at the Promoter's address found at Clause 2 and if applicable an Unclaimed Prize Draw will take place on 26 November 2019 at 3.00pm AEST at the Promoter's address found at Clause 2.;

**("the Prize Draw Dates").**

- 8.2 Where the Carbon Credits are sold out before the Closing Date for the relevant Prize and the Promotion closes under clause [4.2.1], the Prize Draw Dates will continue to apply.

## 9. CLAIMING THE PRIZE

- 9.1 The Promoter will make reasonable efforts to contact the Winner using the email address provided with the entry. The Winner is responsible for ensuring that the email address provided with their entry is accurate and current. The Winner will be the person whose name features on the certificate for the Carbon Credit associated with the winning entry. The Promoter will not be responsible for any disputes arising in relation to the identity of the winner.
- 9.2 If the prize has not been accepted or claimed within thirty (30) days or if after making all reasonable attempts, the Promoter can't contact the drawn winner (or the drawn winner does not contact the Promoter) by the time-period above, the relevant entry will be discarded and the Promoter will re-draw the relevant prize by carrying out an Unclaimed Prize Draw in accordance with the time, date and place detailed in Clause 8.1.1, 8.1.2 and 8.1.3.

- 9.3 The winner of the Unclaimed Prize Draw will be announced on [www.cleanerclimate.com](http://www.cleanerclimate.com) and [www.myanmarstoveproject.com](http://www.myanmarstoveproject.com) , and via email to all entrants to the Promotion, within 5 days of the re-draw date.
- 9.4 The Prize may not be claimed by a third party on a Winner's behalf. The Promoter does not accept any responsibility if a Winner is not able to take up the Prize. If a Winner cannot accept or take part in the Prize for any reason, their Prize will be void, and no compensation will be payable.

## 10. WINNER ANNOUNCEMENT

- 10.1 The Winner of the Promotion will be announced on [www.cleanerclimate.com](http://www.cleanerclimate.com) and [www.myanmarstoveproject.com](http://www.myanmarstoveproject.com) , and via email to all entrants to the Promotion, within 5 days of contacting the Winner.
- 10.2 The decisions of the Promoter are final and no correspondence or discussion will be entered into.
- 10.3 Except to the extent that the Promoter is prevented by law from doing so, the Promoter will send the name and town/city of residence of the Winner to anyone who writes within one month after the Closing Date requesting details of the Winner and who encloses a self-addressed envelope to the address set out in clause 2.

## 11. LIMITATIONS ON LIABILITY

- 11.1 By accepting a Prize, the Winner agrees to release and hold harmless the Promoter and its subsidiaries, affiliates, suppliers, distributors, agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Promotion or receipt of, use or misuse of any Prize.
- 11.2 The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software failures of any kind including any injury or damage to any person's computer account resulting from participating in this Promotion, or mistranscribed data; (3) unauthorized human intervention or human error which may occur in any part of the entry process or the process for allocating the prize(s); (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen post; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the entrant's sole remedy is another entry in the Promotion, if it is possible.
- 11.3 As a condition of participating in the Prize, the Winner and their chosen travel companion indemnify the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with the Promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which the Winner or their travel companion may incur arising out of their participation in the Promotion and/or participating in the Prize, howsoever caused.
- 11.4 Nothing in this section shall exclude the Released Parties' liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability whose limitation is prohibited by law.

## 12. POST EVENT PUBLICITY AND RIGHTS IN RELATION TO THE SAME

- 12.1 The Winners will be asked to provide a short video and at least 7 photographs of their trip, to be used exclusively for the purposes of marketing and advertising by the Promoter in connection with this Promotion in accordance with this Clause 12. This is not a condition of entry, and your consent will be requested before the video and/or photographs are used for any purpose.

- 12.2 You agree that (if you win a Prize) the Promoter may, but is not required to, make details of your entry and any video and/or photos you provide of your trip available on its website, its social media pages, and any other media, whether now known or invented in the future, for the purposes of marketing and advertising by the Promoter in connection with the Promotion.
- 12.3 You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights and moral rights in such video and/or photos of your trip that you may submit as a Winner.
- 12.4 You hereby waive all moral rights, in and to such video and photos which you may now or at any time in the future be entitled to under the Australian Copyright Act 1968 and local equivalent laws and statutes as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

### **13. DATA PROTECTION**

- 13.1 By entering the Promotion, you agree that the Promoter, or its agents and suppliers, may use:
- 13.1.1 any personal data provided by you with your entry to administer the Promotion;
  - 13.1.2 your name and town and/or county of residence if you are the Winner (and except where prohibited) to announce the Winner in accordance with Clause 10;
  - 13.1.3 your video and up to 7 photos of your trip that you may provide to the Promoter (if you are a Winner, and you have given consent for the Promoter to do so); and
- 13.2 You have the right to restrict the processing of your personal data in certain circumstances, a right to access the data we hold about you, and a right to have the processed data rectified or (in certain circumstances) deleted. Entrants may access and correct any personal information held by the Promoter by sending an email to [info@cleanerclimate.com](mailto:info@cleanerclimate.com). Certain personal data are necessary to administer the Promotion. If you exercise your right to prevent the processing of such personal data prior to the end of the Promotion, your participation will be cancelled.
- 13.3 All personal data submitted to the Promoter as part of this Promotion will be treated in accordance with the Promoter's privacy policy, available at <http://www.cleanerclimate.com/privacypolicy/>

### **14. GENERAL**

- 14.1 Please see [www.myanmarstoveproject.com](http://www.myanmarstoveproject.com) for a copy of these terms and conditions.
- 14.2 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion for the safe and fair development of the Promotion, reserve the right to exclude you from participating in the Promotion, subject to legislative approval.
- 14.3 The Promoter reserves the right to hold void, suspend, cancel, or amend the Promotion where it becomes necessary to do so.
- 14.4 These terms and conditions shall be governed by Australian law. This choice of law does not deprive you of the protection afforded to you under your own laws and such provisions that cannot be derogated from by agreement by virtue of the law of your jurisdiction. The parties submit to the exclusive jurisdiction of the courts of Australia.
- 14.5 If any provision(s) of these Terms and Conditions (or any part thereof) are held to be invalid or unenforceable, all remaining provisions (or any part thereof) hereof will remain in full force and effect.
- 14.6 The original version of these terms and conditions is drafted in the English language. If these terms and conditions are translated into any other language, the English language version shall prevail.