



## **TERMS AND CONDITIONS FOR “FRONIUS IN ACTION: ALL EYES ON YOUR WORK” SOLAR REFERENCE CHALLENGE**

### **1. Organiser**

The organiser of this contest is Fronius International GmbH, based at A-4643 Pettenbach, Froniusstrasse 1, Austria, with its Business Unit Solar Energy, hereinafter referred to as Fronius. The contest is held on the Fronius homepage, financed by Fronius and available in selected markets.

The following terms and conditions apply with regard to the participation process and the standards of quality, which are accepted when taking part in the challenge.

### **2. Entry and terms and conditions of entry**

#### **2.1 Persons entitled to participate**

Entrants must be natural persons aged 18 or over. It is free to take part in the contest and no purchase is necessary. No legal claims may be derived from participation and Fronius accepts no liability. Submissions only valid from the following countries: Netherlands, Belgium, Luxembourg

#### **2.2 Participation process**

Every entrant who uploads the completed reference form (PDF reference checklist) and reference photos (see Quality requirements, point 2.3) to the [www.fronius.com/winadrone-benelux](http://www.fronius.com/winadrone-benelux) website within the competition period, thereby declares their intent to enter the contest. The entrant must first state their forename, surname and e-mail address, as well as filling out the additional fields and uploading the required files. This information will be used by Fronius for statistical and marketing-related purposes. By presenting this data, the entrant is taking part in the contest. The entrant simultaneously grants their approval for photos and form contents to be published by Fronius.

#### **2.3 Quality requirements**

- / The submitted photos must meet the quality requirements for reference images (see document: *SE\_REF\_Fronius\_Challenge\_Picture\_Requirements\_EN* at [www.fronius.com/winadrone-benelux](http://www.fronius.com/winadrone-benelux)). In particular, the resolution must be 300 dpi. Lower quality smartphone photos are not permitted.
- / Filled out "Reference checklist" (see document: *SE\_REF\_Fronius\_Challenge\_Checklist\_EN*)
- / The installation must include at least one Fronius solution. Some examples: inverter, Ohmpilot, Smart Meter, back-up, offgrid (all kinds of pv installations applicable – not only grid tied) etc.
- / The installation should include some specialities, complexities
- / The submitted installation must be registered in Fronius Solar.Web.
- / Nice to have: Personal quote and photo of the speaker

#### **2.4 Duration of the challenge**

The competition period is between 4<sup>th</sup> of February 2019 (00:00 CET) and 31<sup>st</sup> of May 2019 (23:59 CET).



### 3. Exclusion from the contest

- / Fronius employees and other persons involved with the conception and implementation of the contest are excluded from participation.
- / Fronius expressly reserves the right to disqualify individual persons from the contest should they violate these terms and conditions. If photos are disqualified from the competition due to unacceptable content, the entrant concerned will not be notified.
- / Fronius will disqualify any photos with unethical, unlawful or other ethically or morally reprehensible content from the competition.

### 4. Winning entries and determining the winner

- / An internal panel will review all the entries and select the most outstanding references from a technological or other perspective. These will be known as the top entrants. The top prize will be drawn at random from the top entrants, once the competition period has ended. The top prize is a DJI drone.
- / Descriptions and images of prizes relating to this contest are for illustrative purposes and are not binding. The top entrants and the overall winner will be determined within 30 working days of the competition period's conclusion. Parties concerned will be contacted by e-mail. If the competition winner does not respond within 14 working days, they forfeit their win and another winner will be drawn at random from the top entrants.
- / The winner's claim is non-transferable. The judges' decision is final and no cash prizes will be awarded. The transfer of prizes to other individuals is not permitted.
- / The change or exchange of prizes is not permitted. All additional costs associated with prizes, once they have been accepted by the entrant, are borne by the entrant.
- / The top entries (references) will be co-branded and published on the Fronius website. The entrant may object to the use of their own edited entry at any time (e.g. for the homepage, trade fairs).
- / The entrant agrees to be named and/or presented by Fronius in connection with photos and content from their reference entry form for a wide range of marketing activities connected to the contest.
- / To improve readability, the male form of the term "entrant" has been used throughout these terms and conditions. It is naturally to be understood as also referring to female entrants.
- / Errors and misprints excepted.

### 5. Data security and protection

- / The entrant's personal data will be collected and used by Fronius in line with data protection regulations. This personal data initially consists of forename, surname, company, e-mail address and the fact that this person has entered the contest. Should the entrant be selected as the winner or make it into the top entrants, this will also include a home address. The entrant's personal data will be stored and used for the purpose of this contest and for delivering prizes. It will also be used for the marketing purposes described above. Every entrant has the right to view, rectify, delete, restrict, contest, withdraw, transfer and complain as regards usage of their personal data, either through Fronius or through the supervisory authority. By entering this contest, the entrant agrees to be contacted by Fronius, should they be selected as the winner.
- / The entrant affirms that the photos submitted are free from third party rights (e.g. copyrights, other ancillary copyrights, personal rights) and that they are free to use the photo as they wish. In the event that one or more individuals are identifiable in the photo, the individuals concerned must consent to the photo being published. The relevant declaration of consent must be provided to Fronius on request. The individual who submitted the photo is solely responsible for its content. The entrant exempts Fronius from any resulting liability with respect to third parties and agrees to compensate Fronius for any damages arising therefrom.



- / The entrant may revoke such consent at any time by sending an e-mail to that effect to [contact@fronius.com](mailto:contact@fronius.com) or a statement by post to Fronius International GmbH, Froniusstraße 1, A-4643 Pettenbach.
- / The entrant consents to Fronius sending its newsletter to the e-mail address provided. Consent thereto may be revoked at any time by following the instructions at the end of the newsletter. Fronius undertakes to comply with the legal provisions of the Austrian Data Protection Act.

## **6. Copyright and personal rights**

As the owner of the system and/or authorized holder, the entrant grants Fronius irrevocable and exclusive rights of use and exploitation of the submitted photos, files and text without any restrictions in place, time or content. This includes, in particular, the right to use the photo uploaded in connection to the contest as a whole or in part, unchanged or edited/redesigned within the framework of Fronius marketing activities. The scope of usage rights also extends to include transfer of usage rights to Fronius contractual partners and all language versions. The entrant relinquishes the right to be credited by name. Consent is voluntary. Usage rights shall be granted free of charge. The entrant also exempts Fronius from any resulting liability with respect to third parties and agrees to compensate Fronius for any damages arising therefrom. Fronius accepts no liability for the downloading of photos/text and the subsequent usage by third parties.

## **7. Aborting or alerting the contest**

Fronius reserves the right to cancel the contest at any time without prior notice and without stating reasons. The contest will be terminated prematurely if it cannot be executed properly for technical (e.g. errors or manipulation concerning the hardware and/or software used) or legal reasons. Fronius is entitled to disqualify entrants with immediate effect, should they be found to be in violation of the terms and conditions. If the competition is terminated prematurely due to the intentionally malicious behaviour of an entrant or other third party, Fronius may claim compensation for damages.

## **8. Miscellaneous**

These terms and conditions are governed exclusively by Austrian law, with the exception of the International Private Law Act and the UN Convention on Contracts for the International Sale of Goods. If any provision of these terms and conditions is – or becomes – ineffective, the validity of the remaining provisions will be unaffected. Fronius reserves the right to make changes to these terms and conditions at any time, subject to timely notification to entrants in advance.