

# FRONIUS AUSTRALIA FSP INTERSOLAR COMPTETION 2023 TERMS AND CONDITIONS

## 1. General

- 1.1 The Promoter is Fronius Australia Pty Ltd (ABN: 65 144 615 896 Address: 90-92 Lambeck Drive, Tullamarine, VIC 3043, Australia).
- 1.2 Information on how to enter and prizes form part of the entry. Entry into the competition is deemed acceptance of these terms and conditions.
- 1.3 If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

## 2. Who Can Enter

- 2.1 Entrants must be 18 years of age or older as at the date of entry to be eligible to enter the competition.
- 2.2 Entrants must be a solar company and be accredited as a Fronius Solutions Partner or Fronius Solutions Partner Plus.
- 2.3 Employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
- 2.4 The Promoter reserves the right to request the winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

## 3. When to Enter

- 3.1 The competition commences on October 1st, 2023 and concludes on December 31st, 2023 at 11:59pm AFST.
- 3.2 The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
- 3.3 The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

## 4. How to enter

- 4.1 At the end of the promotion period, a total of 6 entries will be randomly drawn to determine the winners of this competition.
- 4.2 Entering the competition:
  - To be entitled to receive your first entry you must:
    - Purchase a minimum of 30 eligible Fronius products within the promotion period from our Authorised Sales Partners and Special Partners. See point 6.1.

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- Share one video on your company social media channels on the topic of "Why you choose to partner with Fronius" using the hashtag #ausfspintersolar2024 and tagging the respective Fronius Australia page on Facebook, Instagram or LinkedIn.
- For every subsequent 30 eligible Fronius products purchased within the promotion period from an Authorised Sales Partner or Special Partner will result in an extra entry for your company.
- 4.3 There is no entry fee to enter.
- 4.4 The competition is available in Australia and New Zealand.
- 4.5 Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions.
- 4.6 Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
- 4.7 The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.
- 4.8 Only entrants who performed all the listed criteria in point 12 of 'How to Enter' at the time of competition close will be eligible to win.

# 5. Eligible Products:

- 5.1 The Fronius products eligible for this promotion are as follows:
  - Fronius GEN24
    - o GEN24 Primo
    - o GEN24 Plus Primo
    - o GEN24 Symo
    - GEN24 Plus Symo
  - Fronius SnaplNverter
    - o Primo
    - Symo
    - Symo Advanced
    - o Eco
  - Fronius Wattpilot
    - Wattpilot Home 11kW
    - Wattpilot Home 22kW
    - Wattpilot Go 22kW

# 6. Eligible Wholesalers & Distributors

- **6.1** Purchases must be made through Fronius Authorised Sales Partners and Special Partners. They are as follows:
  - BayWa r.e. Solar Distribution / AU
  - Krannich Australia
  - Solar + Solutions
  - SolDistribution
  - Solar Juice
  - Supply Partners
  - Taspac Energy

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## SG Wholesale

## 7. Notification of Winner

- 7.1 The 6 winners will be the valid entries submitted in accordance with these Terms and Conditions that are drawn by Fronius Australia by random selection on 19 January 2024 (Subject to retrieval of data from Authorised Sales Partners and Special Partners). The draw will be performed at Fronius Australia Ptd Ltd, 90-92 Lambeck Drive, Tullamarine VIC 3043.
- 7.2 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion
- 7.3 The winners will be notified by email by the 23rd January 2024.
- 7.4 The prizes will be awarded to the solar company named in the entries. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. Internet Service Provider account holder).
- 7.5 It is up to the winning solar companies to determine the individual person in their team they wish to receive the prize and inform Fronius Australia within two weeks of receiving the notification.
- 7.6 Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter by emailing the following address: <a href="mailto:pv-marketing-australia@fronius.com">pv-marketing-australia@fronius.com</a>.
- 7.7 In the event that the winner is not able to be contacted, the Promoter will continue to attempt to contact the winner over a 30 day period from initial email notification outlining their winning entry, at which point the Promoter will perform a redraw to source another winner.
- 7.8 Winners' name will be available for 28 days after the competition closing date by emailing the following address: pv-marketing-australia@fronius.com.

## 8. Prize On Offer

- 8.1 A total of 6 prizes are available for this competition. Each prize includes/covers:
  - Flights to Austria covered up to \$2,500 AUD
  - Accommodation during your time with Fronius Australia in Austria
  - Food will be provided during your time with Fronius Australia in Austria
  - Activities with Fronius Australia in Austria
  - One ticket to Intersolar 2024
- 8.2 Any additional expenses and costs outside of items listed in point 29 are not covered by Fronius Australia.
- 8.3 Prize is not exchangeable for cash prize or any other prize.
- 8.4 The Promoter accepts no liability for any injuries or others experienced by the winner while undertaking activities or travel related to this competition and prize. The Promoter accepts no liability for costs incurred whilst undertaking activities related to this competition.
- 8.5 The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected to the competition.
- 8.6 The prize is as stated and no cash or other alternatives will be offered. A prize(s) are not transferable. Prize(s) are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.

## 9. Use of Personal Information

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- 9.1 Any personal information you provide in the course of this Competition will be subject to these Terms & Conditions and to the Promoter's <u>Privacy policy</u>. You agree that the Promoter will use the contact details you provided as part of your entry to contact you in the event you are selected as one of the winners.
- 9.2 The prize recipient(s) agrees to the use of his/her name and image in any publicity material, as well as their entry. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Australian data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
- 9.3 By entering the Competition, you agree to your personal information being used for the purposes described in these Terms and Conditions, including the purposes of assessing your eligibility, administering the Competition, prize fulfilment, and for contacting you if you are selected as a winner.
- 9.4 You are providing your information to Fronius Australia Pty Ltd and not to any other party. The information provided will be used in conjunction with the following <a href="Privacy Policy">Privacy Policy</a>.

## 10 Other

- 10.1 The promoter reserves the right to cancel or amend these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to a game will be notified to entrants as soon as possible by the promoter.
- 10.2 These terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Australia.
- 10.3 Authorised under: NSW Permit no. TP/01192; ACT Permit no. 21/01207; SA Permit no. T21/1089

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