

# FRONIUS AUSTRALIA BUY GEN24 WIN WATTPILOT GIVEAWAY TERMS AND CONDITIONS

## General

- 1. The Promoter is Fronius Australia Pty Ltd (ABN: 65 144 615 896 Address: 90-92 Lambeck Drive, Tullamarine, VIC 3043, Australia).
- 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.
- 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.

# **Who Can Enter**

- 4. Entry is open to anyone over the age of 18 except 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.
- 5. Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition.
- 6. The Promoter reserves the right to request 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.

## When to Enter

- 7. The competition commences on 24 October 2022 and concludes on 31 January 2023 at 11:59pm AEST. Entries must be received by the Promoter prior to the competition close date and time.
- 8. 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.
- 9. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

#### How to enter

- 10. To enter the promotion, the entrant must register on the <u>promotion landing page</u>, purchase any GEN24 products through our Authorised Sales/Special Partners to enter into the raffle draw.
- 11. Every GEN24 purchase equals to one entry.
- 12. There is no entry fee to enter.
- 13. The competition is available in Australia only.
- 14. 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. For the purposes of these content requirements, "entry content" includes any content (including text) that entrants submit in connection with their entry into the Promotion.
- 15. 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.

08/2022 1/3



- 16. 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.
- 17. Only entrants who performed all the listed criteria in point 10 of 'How to Enter' at the time of competition close will be eligible to win. Prize is not transferable and cannot be redeemed for cash.

## **Notification of Winner**

- 18. The winners will be the valid entry submitted in accordance with these Terms and Conditions that is drawn by Fronius Australia by random selection on 28 February 2023 at Fronius Australia Pty Ltd, 90-92 Lambeck Drive, Tullamarine, VIC 3043, using random selection.
- 19. 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
- 20. The winners will be notified by email within 24 hours of the draw.
- 21. The prizes will be awarded to the person 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).
- 22. 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: pv-marketing-australia@fronius.com.
- 23. In the event that the winner is not able to be contacted, The Promoter will continue to attempt to contact the winner over a one month period, at which point the Promoter will perform a redraw to source another winner.
- 24. Winners' name will be available for 28 days after the competition closing date by emailing the following address: pv-marketing-australia@fronius.com.

# **Prize on Offer**

- 25. Two Fronius Wattpilots (1 Home & 1 GO)
- 26. Prize is not exchangeable for cash prize or any other prize.
- 27. 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.
- 28. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected to the competition.
- 29. 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.

## **Use of Personal Information**

- 30. 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.
- 31. 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.

08/2022



- 32. 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.
- 33. 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 Privacy Policy.

# Other

- 34. 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.
- 35. 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.

08/2022