

SOLAHART'S 70TH YEAR IN SOLAR PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Entries into the promotion open on 1st July 2023 and close at 11:59pm AEST on 30th September 2023 ("Promotional Period").
4. Employees (and their immediate families) of the Promoter, Participating Solahart Dealers (defined below) and their related bodies corporate (within the meaning of the Corporations Act 2001 (Cth)), and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1st cousin.
5. A Participating Solahart Dealer is any Solahart in-person or online store in Australia that displays advertising material relating to this promotion during the Promotional Period ("Participating Solahart Dealer").
6. To be eligible to enter, individuals must, during the Promotional Period, purchase either a Solahart solar hot water system, Solahart solar power system, or a Solahart home battery storage system ("Eligible System") from a Participating Solahart Dealer and place a deposit towards the installation of their Eligible System ("Qualifying Transaction"). The Eligible System must be for residential installation only. Individuals will receive one (1) entry for each Eligible System they purchase. To clarify, if an individual purchases a Solahart solar hot water system, one (1) entry into the draw will be received, if an individual purchases a Solahart solar hot water system and a Solahart solar power system, two (2) entries into the draw will be received and if an individual purchases all three Eligible Systems, three (3) entries into the draw will be received.
7. To enter, individuals must, during the Promotional Period, visit <https://solahart.com.au/ev-competition/>, follow the prompts to the promotion entry page, input the requested details including their full name, email, phone number, address, upload a copy of Qualifying Transaction receipt(s), and submit the fully completed entry form during the Promotional Period.
8. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per Eligible System purchased; and (b) each entry must be submitted separately and in accordance with entry requirements.
9. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the product purchased, the Participating Solahart Dealer of purchase and that the purchase was made during the Promotional Period but prior to entry.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
11. Incomplete or indecipherable entries will be deemed invalid.
12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

Solahart Industries Pty Ltd

1 Alan Street, Rydalmere, NSW 2116 | PO Box 7508, Silverwater, NSW 2128

Solahart Industries Pty Ltd ABN 45 064 945 848

Ph: 1300 446 029 | solahart.com.au

13. The draw will take place at Anisimoff Legal, G13, 3 Amy Close, Wyong NSW 2259 at 12:00pm AEDST on 17th October 2023. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone within seven (7) days of the draw and their name will be published online at <https://solahart.com.au> from 24th October 2023.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win from Solahart a Tesla Model 3 Car of the winner's choice up to a maximum of AU\$70,000 including registration, compulsory third-party insurance, stamp duty and delivery charges (which may vary State by State) and any additional optional extras. If the model of the car and any additional optional extras chosen by the winner extends beyond the maximum prize value, the winner will be required to pay for any additional amount in excess of this. Additional insurance and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference (excluding metallic options), subject to availability. The winner must collect the prize from their nearest Tesla outlet.
16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value or specification, subject to any written directions from a regulatory authority.
18. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. A draw for the prize, if unclaimed, may take place on 21st November 2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner will be notified by telephone within seven (7) business days of the draw, and their name will be published online at <https://solahart.com.au/ev-competition/> from 28th November 2023.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
23. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.

25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use/taking of the prize.
26. Any part of these terms and conditions that is unenforceable, ambiguous, or illegal will be severed, and such severance will not affect the enforceability of the remaining provisions of these terms and conditions.
27. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.solahart.com.au/copyright-and-privacy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.
28. The Promoter is Solahart Industries Pty Ltd (ABN 45 064 945 848) of 1 Alan St, Rydalmere NSW 2116, telephone (02) 9684 9100.

NSW Authority TP/02730. ACT Permit No. TP 23/01113. SA Permit No. T23/ 871.