

“AC SOLAR WAREHOUSE & ENPHASE DRONE GIVEAWAY” PROMOTION

TERMS AND CONDITIONS

1. Information on how to claim and the gift(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. This promotion is only open to qualified Australian electricians, Solar Retailers/Installers who are aged 18 years or over and Australian electrical businesses.
3. Employees (and their immediate families) of the Promoter 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.
4. Promotion commences on Friday 6 August 2021 and closes at 11:59PM AEDST on Wednesday 30 September 2021 (“**Promotional Period**”).
5. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 1. Purchase 36 or more Enphase microinverters through AC Solar Warehouse in a single transaction to go in the draw to win 1 of 10 DJI Mini Mavic Drones. Eligible Purchases can be made on the Promoter’s website at acsolarwarehouse.com, by email at sales@acwarehouse.com or by phone on 07 4028 3979
6. One entry per solar retailer or installer Enphase 36+ Enphase microinverter purchase, during the promotional period is permitted. For example, if a customer makes a purchase of 72 microinverters in a single transaction, they will receive one entry.
7. Claimants must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an claimant’s claims and forfeiture of any right to an entry. Purchase receipt(s) must clearly specify the Eligible Products purchase and that the purchase was made during the Promotional Period.
8. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant’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 claims process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.
9. Incomplete or indecipherable claims will be deemed invalid.

10. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
11. The draw will take place at AC Solar Warehouse Head Office, 310 Spence Street, Bungalow, QLD, 4870 at 10:00am on Monday 04/10/2021. The promoter reserves the right to draw additional entries in case of an invalid entry or invalid entrant.
12. Successful claimants will be notified by email and/or telephone by Wednesday 6 October, 2021.
13. The first 10 valid entries randomly selected, from all valid entries received will win 1 of 10 DJI Mini Mavic Drones valued at \$599.
14. Total Prize Pool is \$5,990.
15. Prize is the device only. The winner will be responsible for making all arrangements for connection with a service provider and payment of all associated connection, access and call charges.
16. A draw for any prize, if unclaimed, may take place on Monday 11 October at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winners, if any, will be notified in writing within two (2) business days of the draw.
17. The Promoter's decision is final and no correspondence will be entered into.
18. If for any reason a successful claimant does not take/redeem a gift by the time stipulated by the Promoter, then the gift will be forfeited.
19. If any gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.
22. 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 claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the Promoter's website is the claimant's responsibility and is dependent on the Internet service provider used.
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 claim or gift 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a gift.
26. 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, gift suppliers and, as required, to Australian regulatory authorities. Participation 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.acsolarwarehouse.com/privacy-policy/>. 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
27. The Promoter is AC Solar Warehouse Pty Ltd (ABN 85 603 833 272) of 310 Spence Street, Bungalow QLD 4870, telephone 07 4028 3979.