



SMA Australia Pty. Ltd.
ABN: 44 127 198 761
Level 1, 213 Miller Street
North Sydney NSW 2060
Tel.: 1800 SMA AUS
www.SMA-Australia.com.au

Conditions of participation in competition “Charge your Chance”
The following conditions apply:

1. The Promoter

The competition will be conducted by SMA Australia, 213 Miller Street North Sydney NSW Australia, 2060 (hereinafter referred to as SMA).

2. Conditions of participation for the competition

By entering the competition, you agree to be bound by these terms and conditions. The winner will not be required to pay to enter the competition. Instagram, Facebook, and LinkedIn are not in any way affiliated with or involved in the competition. The competition takes place from 1 December 2022 to 28 February 2023, on:

- a) “Charge your Chance” campaign landing page
- b) Facebook, LinkedIn, and Instagram (www.facebook.com, www.linkedin.com, www.instagram.com)
- c) via the SMA Australia newsletter.
- d) via our preferred distribution partners

To participate in the game of chance competition, the entrant must spend AUD \$1000 or NZD \$1000, or more on any Home, Commercial, or Industrial SMA product from any SMA Authorized Australian or New Zealand Distribution Partner.

Proof of purchase for all entries to the game of chance competition must be submitted, either onto the campaign landing page upload section or by mail. All submissions and proof of purchase must be received no later than the competition end date.

For every AUD \$1000 or NZD \$1000 spent, the entrant is eligible for a ticket submission into the chance lottery competition draw, where proof of purchase of the total amount must also be submitted by the competition end date.

Any submissions or proof of purchase received after 11.59pm, 28 February 2023, will not be eligible for the competition.

The submission must not contain any moral, immoral, defamatory, discriminatory, and offensive content, nor mention or incite illegal activities. Entrants whose submissions contain such content will be disqualified.

Eligible to participate are people who are registered PV-installers from Australia and New Zealand, and who are older than 18 years. Employees of SMA and its subsidiaries, as well



SMA Australia Pty. Ltd.
ABN: 44 127 198 761
Level 1, 213 Miller Street
North Sydney NSW 2060
Tel.: 1800 SMA AUS
www.SMA-Australia.com.au

as employees of corporation partners who are or were involved in the preparation or processing of the competition, are excluded.

Among all entrants, the winner, determined by game of chance, through a lottery system, randomly selected in a single set random number generator, will receive the subsequent products:

- One SMA EV Charger 7.4
- One Sunny Home Manager 2.0

The legal process is excluded in this respect. In the event of unavailability of one of the above-mentioned products, SMA is entitled to replace it with a similar, in any case equivalent product.

Commercial or third-party mediated participation (e.g., sweepstake services, intermediaries or search engines) is prohibited. Multiple participations (e.g., with different e-mail addresses) as well as participation with fake identities or with identities of third parties are not allowed.

Entrants may be required to prove their eligibility to participate in the competition. If the entrants do not prove their eligibility within the period set by SMA, SMA reserves the right to exclude the entrants from participation.

3. Rights

By participating, the entrant grants SMA the non-exclusive, free right to further use and publish the image, any text, and any intellectual property of any nature (including but not limited to moral rights) that the entrant has published or transmitted to SMA as part of the competition.

By participating, the entrant confirms that he is fully entitled to the rights to the posted photo or text, or that he is allowed to post for the competition. If rights of third parties are in place, the entrant confirms that he has been granted all rights to participate in this competition.

If one or more persons are recognizably depicted in the photo, the persons concerned or, in the case of minors, their legal guardians must agree that the photos will be reused and disclosed.

The same applies in the event that another person has taken the photo; even then, his consent must be given.

The use of external photos from the internet is therefore – without the consent of the rights holders – not permitted.

By participating, the entrant confirms that he has the corresponding declarations of consent and, if necessary, can also provide them in writing. If, contrary to the above confirmations of



SMA Australia Pty. Ltd.
ABN: 44 127 198 761
Level 1, 213 Miller Street
North Sydney NSW 2060
Tel.: 1800 SMA AUS
www.SMA-Australia.com.au

the entrant, the rights of the third parties are violated by the publication of the photo, the entrant shall indemnify SMA against any costs, in particular compensation payments to the injured party, in the event of violations.

4. Determination and notification of profits

The winner will be determined by lottery. The prize will be awarded to a randomly selected winner who entered the competition through participation submission on the campaign landing page [Charge your chance | SMA Solar \(sma-australia.com.au\)](http://www.sma-australia.com.au), using a random number generator. The winner will be notified on or after the 10.03.2023.

In the event of an undeliverable prize notification, SMA is not committed to conduct any further investigation; there is no entitlement to the prize in this case.

5. Exclusion of entrants

SMA reserves the right to exclude entrants who provide false or incomplete information, use illicit auxiliaries, are under suspicion of being involved in manipulation or who otherwise violate the conditions of participation.

This applies in particular if the entrant cannot prove the consent of third parties who have rights to the submitted photo, contrary to Section 3.

If the conditions for exclusion are met, winnings can be subsequently revoked or winnings that have already been paid out or delivered can be reclaimed.

SMA reserves the right to ask the entrant to comment if there is a suspicion of a reason for exclusion. If the entrant does not comment within the deadline set by SMA, SMA reserves the right to exclude the entrants from participation.

Further reasons for exclusion are regulated in sections 2 and 4.

6. No transmission of profits

If it is not possible to transfer the prize to the winner (e.g., because the claim to the prize has ceased due to the conditions of participation or the winner does not accept the prize), it is left to SMA, at its own discretion to decide what will be done with the prize (e.g., whether the prize will be awarded to the entrants in accordance with the conditions of participation, who have not won, will be awarded or whether this will not be awarded).



SMA Australia Pty. Ltd.
ABN: 44 127 198 761
Level 1, 213 Miller Street
North Sydney NSW 2060
Tel.: 1800 SMA AUS
www.SMA-Australia.com.au

7. Data protection

SMA is responsible under privacy and data protection law for all personal data collected, processed and used in the context of the competition.

SMA only uses the data of the entrants to the extent permitted by law or to the extent that the entrants consent to it. The winner's name and social media username may be posted on the social media profiles of SMA after the winner has been selected.

The following data is collected from the entrants by SMA and serves the design, implementation and processing of the competition: Facebook User ID, name of the entrant, address, e-mail address. After the end of the competition and successful distribution of the prizes, the data of the entrants will be deleted. Data will be handled in accordance with SMA's Privacy Policy.

8. Disclaimer

SMA assumes no responsibility for data loss, in particular those caused by data transmission, technical defects and lost, damaged or delayed submissions due to network, hardware or software problems. To the extent permitted by applicable law, SMA's liability under or in connection with the competition or these terms and conditions shall be limited to the cost price of the prize in question. To the extent permitted by applicable law, SMA shall not be liable under or in connection with these terms and conditions, the competition or any prize for any indirect, special or consequential cost, expense, loss or damage suffered by an entrant even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the entrant and SMA and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.

Any warranty claims of the winners are excluded.

9. Change/discontinuation of the competition

SMA reserves the right to change or discontinue the competition in the event of unforeseen circumstances.

SMA is entitled, to discontinue, cancel or suspend the competition, if:

- an attempted abuse through manipulation is detected, or
- during the implementation, the terms of use of Facebook/LinkedIn/Instagram re changed, so that an execution is not possible according to the valid provisions of



SMA Australia Pty. Ltd.
ABN: 44 127 198 761
Level 1, 213 Miller Street
North Sydney NSW 2060
Tel.: 1800 SMA AUS
www.SMA-Australia.com.au

Facebook/LinkedIn/Instagram the competition has been stopped for reasons of any kind of Facebook/LinkedIn/Instagram, or

- a proper execution is no longer ensured, in particular in the event of hardware or software failure, program errors, computer viruses or unauthorized interventions by third parties as well as mechanical, technical, or legal problems.

SMA's decision is final. No correspondence will be entered into.

10. Invalidity of individual clauses

Should a clause of these terms and conditions be invalid, the validity of the remaining conditions shall remain unaffected.

11. Transmission, cash payment, legal recourse

Cash payment of the prize is impossible. Any claims to winnings are not transferable. Prize is non-negotiable, non-transferable and non-refundable. Legal recourse is excluded.

12. Consent to terms and conditions

By participating in the competition, the entrant agrees to these terms and conditions (as amended by SMA from time to time). If any term is void, the parties agree to disregard that provision and the remainder of these terms and conditions shall remain binding.

13. Governing law and disputes

These terms and conditions are governed by the laws of the State of New South Wales. The entrants submit to the non-exclusive jurisdiction of the courts of New South Wales for any disputes arising out of or in connection with the competition.