# MNC SOLAR POWER PTY LTD ABN 57 632 998 988 COMPETITION TERMS AND CONDITIONS

#### 1. AGREEMENT

By entering the Competition, you agree to be bound by these Terms and Conditions.

# 2. GENERAL

- 2.1 The Competition is a Game of Chance and is authorised under NSW Fair Trading authority number TP/03459.
- 2.2 The material used to market and promote the Competition forms part of the competition terms. If there are inconsistencies between the materials used on social media and radio materials used to market and promote the Competition and the Competition terms, the Competition terms prevail.

#### 3. ELIGIBILITY

- **3.1** During the promotion period, the Competition is open to all retail customers of MNC Solar Power, provided they are:
  - a) Over 18 years of age;
  - b) A resident of New South Wales; and
  - c) Not an employee or immediate family member of an employee of MCN Solar Power.
- **3.2** Entrants must purchase any solar or battery system sold by MNC Solar Power between 8:30am (AEST) on 6 November 2024 and 4:30pm (AEST) on 30 June 2025.
- **3.3** Entrants can purchase any solar system with MNC Solar Power by:
  - paying a deposit on any solar system received and receipted by MNC Solar Power; or
  - b) completing the sale transaction and attending to payment of the solar system in full

within the required timeframe as identified in Item 3.2.

#### 4. ENTRY

- **4.1** By entering the Competition, Entrants accept the competition terms.
- **4.2** Entrants agree that entrants are eligible for entries based on purchases and social media participation as follows:
  - a) One entry per solar system purchased
  - b) One entry per Tesla Powerwall purchased
  - c) Two entries per Skybox purchased
  - d) One bonus entry if the entrant shares a picture of their MNC Solar Power Batter or solar system on Facebook and/or Instagram and tags MNC Solar Power in the post.
- **4.3** Entrants must complete the "MCN Solar Competition Form" by completing the raffle tickets provided by MNC Solar which requires the following information:
  - a) Name;
  - b) Address;
  - c) Contact number; and
  - d) E-mail address.
- 4.4 The "MCN Solar Competition Form" is to be placed into a secure raffle barrel at MCN Solar's head office at Shop 1, 99 Hastings River Drive, Port Macquarie NSW 2444.

# 5. WINNER

- **5.1** The winner of the Competition will be drawn on 1 July 2025 at Draw Address in Schedule One to the terms and conditions.
- **5.2** A representative from Triple M Mid North Coast will draw the winner from the barrel.
- **5.3** Winner of the Competition will be announced via live stream on the MNC Solar Facebook page on 1 July 2025.

- **5.4** All reasonable attempts will be made by MNC Solar to contact the winners and arrange collection.
- **5.5** MCN Solar Power will not be taking further actions if the Prize is:
  - a) Not claimed by the Winner within 30 days from 1 July 2025; or
  - b) Forfeited for any reason.
- **5.6** The Winner is to notify the Promotor of their winnings by way of:
  - a) Email via info@MNCSolarPower.com;
  - b) Facebook direct message;
  - c) Telephone call on 02 6583 9368 or in person at our office address.
- 5.6 The Promotor may request that the Winners provide proof of identity, proof of age or proof of residency to the Promotor's reasonable satisfaction before awarding the Prize.
- 5.7 If upon request a Winner does not provide proof of identity, proof of age and proof of residence, then the relevant Winner may be deemed to have forfeited their entitlement to the prize.

#### 6. PRIZE

- **6.1** The prize of the Competition is as specified in clause 11 of Schedule One.
- **6.2** In consideration of the Promotor awarding the Prize to the Winner, the Winner:
  - a) Agrees to use the Prize in accordance with the Promotor's specified conditions and requirements; and
  - b) Agrees that the Prize is not transferable or exchangeable and cannot be taken as cash.

## 7. COLLECTION PROCESS

- **7.1** For the Promotion Period, the Prize will be held by the MNC Solar Power at the Showroom Address.
- **7.2** Following the 1 July 2025, when the Winner is announced, the Winner will have

- thirty (30) days to collect the Prize from the Showroom Address.
- 7.3 The Winner agrees within the thirty (30) day period after winning the Prize, they will attend the Car Dealership to effect the registration and transfer requirements with the Car Dealership identified in Schedule 1, and not a car dealership of the Winner's choice.
- 7.4 The Winner agrees that should they fail to collect and make arrangements with MNC Solar Power to register and transfer the Prize with the Car Dealership within the thirty (30) days, the Winner will be deemed to have forfeited their entitlement to the Prize.

#### 8. LIMITATION OF LIABILITY

- **8.1** The Promotor is not liable for any loss, expense, damage or liability suffered or incurred by Entrants and the Winner in connection with the Competition, including:
  - a) Any late, lost, altered, damaged or misdirected entries or prize acceptance, including delays due to technical disruptions or network congestion;
  - Any technical difficulties or equipment malfunction;
  - Any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damages or misdirected, whether after their receipt by the Promotor, due to any reason beyond the reasonable control of the Promotor;
  - d) Any tax liability incurred by a Winner or Entrant; or
  - e) Use of the Prize.
- 8.2 If a Prize is to be delivered directly to a Winner by a third party supplier, the Promotor accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any loss or damage to the Prize, any delate or failure relating to the Prize itself or failure by the

third party to meet any obligations in these Terms and Conditions or otherwise.

#### 9. USE OF SOCIAL MEDIA

- **9.1** The following terms apply to the extent that the Competition is conducted on, advertised or promoted on a social media platform owned by a third party:
  - a) Each Entrant acknowledges and agrees that the Competition is in no way sponsored, endorsed or administered, or associated with the third party platform;
  - b) Each Entrant releases the third party platform and its associated companies from all liabilities arising in respect of the Competition;
  - c) To the extent relevant to the Competition, the Promotor agrees and each Entrant must agree to adhere to the prevailing terms and conditions of each third party platform;
  - d) Entrants are solely responsible and liable for any content or information they transmit to other users of the third party platform; and
  - e) Any queries, comments or complaints about the Competition must be directed to the Promotor and not the third party platform.

### 10. PRIVACY

- **10.1** By entering into the Competition, you consent to:
  - a) The Promotor collecting personal information about you for the purpose of your entry in the MNC Solar Power Competition and MNC Solar Power's marketing and sales activities generally;
  - b) Receiving communications from MNC Solar Power regarding our latest products, offers and competitions;
  - Receiving communications from MNC Solar Power about third party products, discounts and offers which

- MNC Solar Power believes may be of interest to you; and
- d) Using and sharing your personal information with a service provider or agent retained by MNC Solar Power for the purposes of conducting market research, data warehousing, data analysis and advertising in the commercial interests of MNC Solar Power and for the purpose of ensuring proper functioning of the Vital Rewards program.
- **10.2** MNC Solar Power will take all reasonable steps to ensure the security and privacy of all your personal information and data collection.
- **10.3** MNC Solar Power will not otherwise disclose or permit the use of any of your personal information unless required by law.
- 10.4 You may access and update your personal information at any time by emailing info@MNCSolarPower.com or by calling MNC Solar Power directly on 02 6583 9368.
- **10.5** You may request a copy of the Privacy Policy of MNC Solar Power at any time.

#### 11. FORCE MAJEURE

If there is a force majeure event and any aspect of this Competition is incapable of running as planned, including, but not limited to, communication network failure, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promotor, the Promotor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition and invalidate any affected entries or suspend or modify a Prize, as appropriate.

# 12. OTHER PROMOTIONAL OFFERS

**12.1** From time to time, MNC Solar Power may make certain promotional offers. Those offers may be subject to their own terms and conditions that may be different from or excluded from the Competition.

# 13. DICTIONARY

In these terms and conditions:

**MNC Solar Power** means MNC Solar Power Pty Ltd ABN 57 632 998 988;

**Competition** means the MNC Solar Power Competition commencing on 6 November 2024 and running until 30 June 2025;

**Entrant** means a person who enters the competition subject to the eligibility criteria as set out in item 3;

**Terms and Conditions** mean these terms and conditions governing the Competition as varied or supplemented from time to time by MNC Solar Power.

# MNC SOLAR POWER COMPETITION SCHEDULE 1: DEFINITIONS

**1) Competition** MCN Solar Power Competition

2) **Promotor** MCN Solar Power Pty Ltd ABN 57 632 998 988

3) Car Dealership Andrew Miedecke Motors Pty Ltd t/a Miedecke Motor Group ABN

50 002 582 621

**4) Promotion Period** Commencing 6 November 2024 at 8:30am AEST and ending on 30

June 2025 at 5:00pm AEST

5) Trade Promotion Application No.

APP-0013118359

**6) Authority No.** TP/03459

**7) Draw Date & Time** 1 July 2025

8) Draw Address Shop 1, 99 Hastings River Drive, PORT MACQUARIE NSW 2444

9) Showroom Address

100 Hastings River Drive, PORT MACQUARIE NSW 2444

10)Number of Winners

One (1)

**11)Prize** 1 x registered White 2024 MG MG4 Electric Car. VIN

LSJWH4099RN099411. The vehicle will be brand new and undriven, except as required for promotional, advertising and

preparation purposes (e.g. detailing)

**12)Entrant** A person who is eligible under clause 3 of the Terms and

Conditions.

13)Facebook <a href="https://www.facebook.com/mncsolarpower/">https://www.facebook.com/mncsolarpower/</a>

**14) Winner** Person/s announced by Triple M Mid North Coast on 1 July 2025

**15) Terms and** The terms and conditions governing the MNC Solar Power

**Conditions** Competition as varied or supplemented from time to time by the

Promotor.