



**GAME OF SKILL PRIZE – TERMS AND CONDITIONS – Trina Solar Australia Pty Ltd
DECEMBER 2021**

1. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe any third party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
2. Employees of the promoter, Trina Solar Australia Pty Ltd, and agencies associated with this promotion are ineligible to enter the competition, as are their immediate families.
3. The judges reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. The judges' decision will be final and no correspondence will be entered into.
4. All entries become and remain the property of the promoter and agencies associated with this promotion.
5. Winners of the competition must be 18 years old and over and residents of Australia.
6. The promoter reserves the right to withdraw or amend the competition as necessary due to circumstances outside its control.
7. The prize is non-transferable and non-redeemable for cash. Any attempt to resell or auction all or any part of this prize will result in an immediate cancellation of the prize. Prize cannot be exchanged for another prize. In the event that, for any reason whatsoever, a winner does not take an element of the prize at the time stipulated by the promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
8. The promoter reserves the right to substitute any component of the prize for an item of equal value at their discretion.
9. Prize cannot be gifted to other persons in lieu of the winner not being able to accept the prize. Should the winner not be able to facilitate acceptance of the prize, it will be forfeited without any replacement for its value. Prize winners must be available to arrange delivery of the prize with the promoter.
10. The winner may be required to obtain the relevant & suitable insurance at their own expense in order to be able to take the competition prize.



11. Once the prize has been confirmed by the Trina Solar Australia Pty Ltd, the prize is deemed non-transferrable.
12. Prize includes an Apple TV and its delivery to an address within Australia. Unless expressly stated, all other expenses become the responsibility of the winner.
13. The promoter shall not be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with the prize, except for any liability which cannot be excluded by laws.
14. The prize is subject to availability as determined by the Trina Solar Australia Pty Ltd.
15. Promotion commences at 8am on 9 December 2021. Entries close at 5pm 9 December 2021.
16. By entering the competition, all entrants will be deemed to have accepted and agreed to be bound by these rules.
17. The promoter is the Trina Solar Australia Pty Ltd, Suite 44.05, Level 44, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000.
18. The information you are asked to provide to the Trina Solar Australia Pty Ltd is personal information and is protected by the Privacy Act 1988. The Trina Solar Australia Pty Ltd will not disclose this information to other parties other than in accordance with the Privacy Act 1988.
19. All entries become the property of the Trina Solar Australia Pty Ltd. The Trina Solar Australia Pty Ltd and associated agencies may use the entrants' names and submissions for any commercial purpose, including future promotional marketing and publicity purposes.
20. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
21. In the event that for any reason whatsoever a winner does not accept the prize at the time stipulated by the Trina Solar Australia Pty Ltd then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
22. Entries will be judged by the Trina Solar Australia Pty Ltd by 15 DECEMBER 2021 and the winner's name may be published on various channels, including but not limited to, <https://smartenergy.org.au/>, company social media pages and via email within 30 days of the game.



23. The winner will be notified in writing by email within thirty (30) working days of the conclusion of the competition.
24. If the Trina Solar Australia Pty Ltd is unable to contact the winner within 30 days of the draw and the Trina Solar Australia Pty Ltd has made every effort to contact them with the information provided by the entrant then the Trina Solar Australia Pty Ltd will award the prize to another valid entrant.
25. All entrants who choose to 'opt-in' consent to have their contact details, released to the Trina Solar Australia Pty Ltd and receiving ongoing marketing material and correspondence from the Trina Solar Australia Pty Ltd.