

Stockland Sustainability Initiative Sustainable Drive Solar and Battery Offer Terms and Conditions

SCHEDULE	
Promotion	Stockland Highlands Sustainable Drive Solar Offer
Promoter	Stockland Development Pty Limited ABN 71 000 064 835 Level 25, 133 Castlereagh Street, Sydney, NSW 2000 (02) 9035 2000
Retailer	CSR Building Products Ltd t/a Bradford Energy ABN 55 008 631 356 Trinity 3, Level 5, 39 Delhi Road, North Ryde NSW 2113 (02) 9235 8000
Eligibility	Participation in the Promotion is available to: (a) single persons; (b) multiple persons (i.e. where more than one person is the registered proprietor of a Qualifying Property); and (c) bodies corporate, provided that: (d) the person is over 18 years of age; and (e) the person or body corporate is the registered proprietor of a Qualifying Property, (Participant) .
Qualifying Property	Means: (a) each residential lot located in the street named 'Sustainable Drive' within the Promoter's Highlands residential community in Craigieburn, Victoria; and (b) any other residential lot nominated by the Promoter in the Promoter's absolute discretion. 'Relevant Qualifying Property' means the Qualifying Property of which the Participant is the registered proprietor.
Promotional Period	09:00 AEDT on 30 th April 2019 to 17:00 AEDT on 30 September 2019.
How to participate	To participate in the Promotion, the Participant must: (a) during the Promotional Period: (i) be the registered proprietor of a Qualifying Property; (ii) register the Participant's interest in participating in the Promotion at https://stocklandcommunities.com.au/highlandssolar ; (iii) provide the Retailer with access to the Relevant Qualifying Property to undertake a site inspection at reasonable times and on reasonable notice; and (iv) enter into a supply and install agreement with the Retailer based on the Retailer's standard terms and

	<p>conditions (Retailer Supply and Install Agreement);</p> <p>(b) comply with the terms of the Retailer Supply and Install Agreement;</p> <p>(c) once the Works are Complete, provide to the Retailer signed written confirmation (in a form reasonably required by the Retailer) which confirms that the Works have been Completed satisfactorily; and</p> <p>(d) participate in all publicity activities, surveys and interviews in connection with the Promotion during the Research Period in accordance with clause 3.</p>
Retailer Supply and Install Agreement	<p>The Participant should carefully review the terms and conditions of:</p> <p>(a) the Retailer Supply and Install Agreement (including any guarantees and warranties) at https://www.bradfordsolar.com.au/-/media/838e57fa44624ebd8b89f39de5448181.ashx;</p> <p>(b) the Retailer's installation warranty at https://www.bradfordsolar.com.au/-/media/bradford-solar/files/pdfs/stockland-bradford-10-year-installation-warranty.pdf ; and</p> <p>(c) the Retailer's product manufacturers' warranties at 30th April 2019.</p>
Incentive	<p>The Promoter agrees to pay the Retailer an amount equivalent to the value of the Works to be performed under the Retailer Supply and Install Agreement.</p> <p>The Participant is responsible for informing their lender (if any) about the Incentive.</p>
Are there any conditions to performance of the Incentive by the Promoter?	<p>The Promoter agrees to perform the Incentive once Completion of the Works is achieved and within 20 business days after receipt of a valid tax invoice from the Retailer.</p>
Completion	<p>Completion of the Works will be deemed to occur on the date specified in clause 15.</p>
Additional Requirements Contribution	<p>Any Additional Requirements must be approved by the Promoter in writing prior to the commencement of the Works.</p>
Retailer's Products	<p>5kW Bradford Solar Charge Pack with LG Chem RESU 10H Battery with Back Up.</p> <p>The Participant should satisfy itself in relation to the specifications for the Retailer's Products at 30th April 2019.</p> <p>Bradford ChargePack LG Chem Package Flyer: https://www.bradfordsolar.com.au/-/media/bradford-solar/files/pdfs/be_builder_chargepack-lg_2019_stockland.pdf</p> <p>Canadian Solar Panels Datasheet: https://www.bradfordsolar.com.au/-/media/c924fcde255d40b9a5cb77300dc2337e.ashx</p> <p>LG Chem Home Battery Datasheet: https://www.bradfordsolar.com.au/-/media/bradford-solar/files/pdfs/165006--lg-chem-battery-9_3-kwh-datasheet.pdf</p> <p>SolarEdge Inverter Datasheet:</p>

	<p>https://www.bradfordsolar.com.au/-/media/bradford-solar/files/pdfs/solar-edge-2500h-se10000h-inverter-ds-for-australia.pdf</p> <p>SolarEdge DC Optimiser Datasheet: https://www.bradfordsolar.com.au/-/media/29d725ab2a004539b4662dd3b6ef59ee.ashx</p>
Additional Requirements	The goods and services specified as 'Additional Requirements' in Part O.
Works	The supply and installation of the Retailer's Products and the Additional Requirements (if any) by the Retailer on the Relevant Qualifying Property for the benefit of the Participant.
Are there limitations on the Incentive?	<p>(a) There is only one Incentive available for each Qualifying Property. Where the Participant is a multiple person, the Incentive will be offered jointly to all such persons.</p> <p>(b) The Works must be installed on the Relevant Qualifying Property and cannot be transferred to, or redeemed in respect of, any other property.</p>
Personal Information	The Participant consents to the Promoter, the Retailer, SolarEdge Technologies (Australia) Pty Ltd ACN 165 506 712 and their related bodies corporate, employees, agents, contractors and subcontractors (Associates) collecting and using the Participant's personal information, and any data produced by the Retailer's Products, during the Research Period for the purposes described in clause 4.
Research Project	Research which may be undertaken by the Promoter, the Retailer or their Associates to investigate any long term environmental and financial benefits of solar panel and battery pack technology.
Research Period	The period commencing on the date the Promotion Period commences and expiring on the date that is five years after Completion of all Works to be performed by the Retailer for the benefit of all Participants.
Clean Energy Council Approved Solar Retailer	<p>The Participant should:</p> <p>(a) satisfy themselves that the Retailer is an approved solar retailer by the Clean Energy Council Limited ABN 84 127 102 443 (CEC); and</p> <p>(b) carefully review the Solar Retailer Code of Conduct for Consumers.</p>
Small-Scale Technology Certificate	<p>The Small-scale Renewable Energy Scheme creates a financial incentive for individuals to install eligible small-scale renewable energy systems such as solar panel systems. It does this through the creation of small-scale technology certificates (STCs).</p> <p>STCs are tradable certificates which owners of eligible small-scale renewable energy systems can create and trade themselves. Alternatively, owners can assign the right to create to a registered agent after the system is installed. In exchange, the agent will give the owner an upfront discount off the cost of their system or a cash payment.</p> <p>All small-scale technology certificates must be created within 12 months after the system is installed.</p> <p>The Participant acknowledges that the Retailer Supply and Install Agreement will include a requirement that any STCs</p>

	<p>resulting from the Works will be assigned by the Participant to the Retailer. If the Participant fails to comply with this requirement, it must pay the Retailer the market value of the STCs as at the date of creation of those STCs.</p> <p>For more information on STCs, visit the Claiming small-scale technology certificates page on the Clean Energy Regulator website.</p>
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Participants should pay particular attention to:

- any unusual or onerous restrictions on the method of participation, if any (see the ‘How to participate’ section of the Schedule and Part D of these terms and conditions);
- the role of the Promoter and the Retailer (see Part H of these terms and conditions);
- the Promoter’s limitation of liability (see Part K of these terms and conditions);
- the Promoter’s right to vary or cancel the Promotion (see Part N of these terms and conditions); and
- the Additional Requirements (see Part O of these terms and conditions).

PART A - INTRODUCTION

1. By participating in the Promotion, the Participant agrees to be bound by these terms and conditions, which include the Schedule above.
2. Where there is an inconsistency between the Schedule and Parts A to O of these terms and conditions, the Schedule will prevail.

PART B - PRIVACY AND COLLECTION NOTICE

3. The Participant:
 - (a) consents to the Promoter, the Retailer, SolarEdge Technologies (Australia) Pty Ltd ACN 165 506 712 (**SolarEdge**) and their Associates collecting the Participant’s personal information, and any data produced by:
 - i. the Retailer’s Products; and
 - ii. where the Participant has installed the SolarEdge ‘Monitoring Platform’ available at [https://www.solaredge.com/aus/products/pv-monitoring#/\(Monitoring Platform\)](https://www.solaredge.com/aus/products/pv-monitoring#/), the Monitoring Platform. The Participant should carefully review the terms and conditions for the SolarEdge Monitoring Platform at https://monitoring.solaredge.com/solaredge-web/p/license?locale%20=%20en_US; and
 - (b) agrees to participate in:
 - i. all publicity activities, including being interviewed, photographed, filmed and recorded; and
 - ii. all surveys and interviews (up to a maximum of 4 per year),

in connection with the Promotion during the Research Period.

4. The Participant authorises the Promoter, the Retailer, SolarEdge and their Associates to use the information and content in clause 3 in perpetuity worldwide for the purposes of:
 - (a) conducting the Promotion;
 - (b) contacting the Participant to inspect the Relevant Qualifying Property and to enter into the Retailer Supply and Install Agreement;

- (c) advertising and publicity in any media;
 - (d) providing information to the Participant about the products and services offered by the Promoter, the Retailer, SolarEdge and their related bodies corporate; and
 - (e) research and reporting purposes, including in connection with the Research Project and to improve the products and services of the Promoter, the Retailer, SolarEdge and their related bodies corporate.
5. The Participant may access, change and/or update their personal information in accordance with the Promoter's privacy policy at <https://www.stockland.com.au/privacy-policy>.
6. The Participant should carefully review the privacy policy of:
- (a) the Retailer at <https://www.bradfordsolar.com.au/privacy-policy>; and
 - (b) SolarEdge at <https://www.solaredge.com/aus/privacy-policy>.

PART C - WHO CAN PARTICIPATE IN THE PROMOTION

7. To be eligible to participate in the Promotion, the Participant must satisfy the criteria set out in the 'Eligibility' section of the Schedule.

PART D – HOW TO PARTICIPATE IN THE PROMOTION

8. To participate in the Promotion, the Participant must comply with the 'How to participate' section of the Schedule.
9. The Promoter reserves the right to:
- (a) request verification of any information supplied by the Participant in connection with the Promotion; and
 - (b) disqualify any Participant at any time before commencement of the Works who has:
 - i. breached these terms and conditions;
 - ii. engaged in conduct which is misleading, deceptive, fraudulent, or damaging to the Promoter's or the Retailer's goodwill or reputation;
 - iii. provided false information or failed to provide information that is reasonably requested by the Promoter in connection with the Promotion; or
 - iv. contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.

PART E - INCENTIVE

10. The Incentive is not transferrable, exchangeable or redeemable for cash.
11. If any part of the Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Incentive with an incentive of a similar kind and of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions of any authority.
12. All taxes (excluding GST, if any) which may be payable as a consequence of receiving the Incentive are the sole responsibility of the Participant.
13. The Participant's receipt and use of the Incentive is entirely at their own risk.

PART F – RECEIVING THE INCENTIVE

14. Upon Completion of the Works, the Promoter will perform the Incentive in favour of the Participant subject to the following sections of the Schedule:
 - (a) 'Are there limitations on the Incentive?'; and
 - (b) 'Are there any conditions to performance of the Incentive by the Promoter?'.
 - (c) For the purpose of clause 14, Completion is deemed to occur on the date that the Retailer has provided the Promoter with a copy of a completed and executed Bradford Energy "Small Scale Technology Certificate (STC) Assignment Form (Rev 7.7)" or in the event of a change to applicable laws, an alternative document in a format approved in writing by the Promoter, and which complies with applicable laws, which must include executed declarations by the installer and the Participant to the effect that the Works have been completed and a certified copy of the Certificate of Electrical Safety issued in accordance with the *Electricity Safety Act 1998* (Vic) and the *Electricity Safety (Installations) Regulation 2009* (Vic).
15. The eligibility of the Participant to receive the Incentive is solely within the discretion of the Promoter.
16. It is the responsibility of the Participant to comply with the instructions as notified from time to time by the Promoter and the Retailer on how to receive the Incentive or the Works.
17. It is the responsibility of the Participant to notify the Promoter and the Retailer of any change to their contact details.

PART G – SALE OF THE RELEVANT QUALIFYING PROPERTY

18. If the Participant intends to sell or otherwise transfer the Relevant Qualifying Property to a third party prior to expiry of the Research Period, the Participant must procure that the transferee enters into a deed with the Promoter on reasonable terms pursuant to which the transferee covenants in favour of the Promoter to be bound by these terms and conditions as if it were the Participant.

PART H – ROLE OF THE PROMOTER AND RETAILER

19. The Works are to be carried out by the Retailer. While the Promoter will perform the Incentive, the Promoter is neither the designer, manufacturer, retailer or installer of the Works.
20. The contract for the Works is to be entered into solely between the Participant and the Retailer on the terms and conditions of the Retailer Supply and Install Agreement set out in the 'How to participate' section of the Schedule.
21. The Promoter is not a party to the Retailer Supply and Install Agreement nor assumes any responsibility arising out of, or in connection with, it nor is it the Retailer's or SolarEdge's affiliate, agent, subsidiary or related body corporate.
22. The Retailer is responsible for the supply and installation of the Works and for dealing with any claims by the Participant or any other issues arising out of, or in connection with, the Works and the Retailer Supply and Install Agreement, including any maintenance, guarantee, warranty and/or defect issues.
23. SolarEdge is responsible for the Monitoring Platform and for dealing with any claims by the Participant or any other issues arising out of, or in connection with, the Monitoring Platform, including any maintenance, guarantee, warranty and/or defect issues.

PART I – ASSIGNMENT OF STCS

24. The Participant acknowledges that the Retailer Supply and Install Agreement will include a requirement that any STCs resulting from the Works will be assigned by the Participant to the Retailer. If the Participant fails to comply with this requirement, it must pay the Retailer the market value of the STCs as at the date of creation of those STCs.

25. For more information on STCs, see the 'Small-Scale Technology Certificates' section of the Schedule.

PART J – REQUIREMENTS OF ELECTRICITY DISTRIBUTOR AND RETAILER

26. The Participant acknowledges that:

- (a) the approval of the Participant's electricity distributor may be required to the installation of the Works, and that the Participant should either obtain this approval or procure that the Retailer obtains this approval prior to installation of the Works; and
- (b) the Participant's electricity contract or tariff may change following installation of the Works and the Participant should check with their electricity retailer as to what changes may be applied.

PART K – PROMOTER'S LIMITATION OF LIABILITY

27. The Promoter makes no representations and gives no warranties in relation to:

- (a) the Retailer, SolarEdge and their Associates, including whether:
 - i. the Retailer is a CEC approved retailer of solar photovoltaic and who has signed the [CEC Solar Retailer Code of Conduct](#);
 - ii. the Retailer, and its Associates, have the necessary qualifications, experience, training and resources to design, manufacture and install the Works;
 - iii. the Retailer, and its Associates, will comply with the Retailer Supply and Install Agreement; and
 - iv. the ability of the Retailer to enter into and perform the Retailer Supply and Install Agreement or to provide good title to the Works;
- (b) the Works and the Monitoring Platform, including the performance, condition and quality of the Works and the Monitoring Platform, or that the Works and the Monitoring Platform will:
 - i. match the specifications for the Retailer's Products and the Monitoring Platform or any description for the Works and the Monitoring Platform made by the Retailer, SolarEdge or their Associates;
 - ii. be fit for purpose;
 - iii. comply with all laws, approvals and requirements of authorities; or
 - iv. be installed within a reasonable time;
- (c) the Retailer Supply and Install Agreement (including any guarantees and warranties); or
- (d) any information supplied by the Promoter, the Retailer, SolarEdge or their Associates in connection with the Promotion, the Works, the Monitoring Platform, SolarEdge, the Retailer or the Retailer Supply and Install Agreement, including whether it:
 - i. complies with all laws, approvals and requirements of authorities;
 - ii. is sufficient to allow the Participant to understand, use, operate and maintain the Works and the Monitoring Platform; and
 - iii. is accurate and up-to-date.

28. The Promoter will not be liable, and excludes all liability (including in negligence), for:

- (a) any failure by the Retailer to enter into and perform the Retailer Supply and Install Agreement;

- (b) any delays in the Retailer carrying out the Works;
- (c) any defects or omissions in the Works or the Monitoring Platform;
- (d) any representations or warranties made by the Retailer, SolarEdge or their Associates;
- (e) any loss arising from the unavailability of the Works or the Monitoring Platform;
- (f) any loss or damage to property, personal injury or death suffered or sustained by the Participant or any other person arising out of, or in connection with:
 - i. any breach that is not caused by the Promoter;
 - ii. the Works or the Monitoring Platform, SolarEdge, the Retailer, or their Associates or the Retailer Supply and Install Agreement; or
 - iii. descriptions, illustrations, photographs or statements in any marketing or promotional material relating to the Promotion, the Works, the Monitoring Platform, SolarEdge, the Retailer or their Associates;
- (g) any business loss, loss of sales, loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure;
- (h) any indirect or consequential loss; or
- (i) any delay or failure by the Promoter to comply with these terms and conditions if the delay or failure arises from any cause beyond the reasonable control of the Promoter,

except for any liability which cannot be excluded by law, including as provided for under the Australian Consumer Law.

PART L – SOCIAL MEDIA

29. If the Promotion is promoted on Facebook or Instagram, the Promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram and the Participant agrees to grant Facebook and Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Promotion. The Participant acknowledges and agrees that:
- (a) any information they provide in connection with the Promotion is provided to the Promoter, SolarEdge and/or the Retailer and not to Facebook, Instagram or any other social network; and
 - (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter (or the Retailer or SolarEdge, if required), not to Facebook, Instagram or any other social network.

PART M – NO RELIANCE ON ADVERTISEMENTS

30. While the Promoter will work to ensure that any information supplied by the Promoter and its Associates is correct, such information is provided for information purposes only.
31. Descriptions, illustrations, photographs or statements in any marketing or promotional material relating to the Promotion (**Advertisement**) are indicative only and may contain:
- (a) inaccuracies, errors or misdescriptions in respect of the size, use, description and/or identification of the Works and the Monitoring Platform; and
 - (b) items or inclusions which do not form part of the Works and the Monitoring Platform.

32. The Participant should:

- (a) make and rely upon its own enquiries and investigations in relation to the Promotion, the Works, the Monitoring Platform, SolarEdge and the Retailer;
- (b) carefully review the terms and conditions of the Retailer Supply and Install Agreement (including any guarantees and warranties);
- (c) satisfy themselves that:
 - i. the Retailer, and its Associates have, the necessary qualifications, experience, training and resources to design, manufacture and install the Works;
 - ii. SolarEdge, and its Associates have, the necessary qualifications, experience, training and resources to design, manufacture and install the Monitoring Platform; and
 - iii. the Works and the Monitoring Platform are suitable for the Participant's intended use; and
- (d) carefully review the [Solar Retailer Code of Conduct for Consumers](#).

PART N - TERMINATION OF PROMOTION

33. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to the Participant or other person, subject to applicable laws, including due to:

- (a) the unavailability of the Works;
- (b) any default by the Retailer or its Associates under the terms of any arrangement entered into between the Promoter and the Retailer;
- (c) the rescission, termination or determination of any arrangement entered into between the Promoter and the Retailer; or
- (d) the insolvency of the Promoter or the Retailer.

PART O – ADDITIONAL REQUIREMENTS

Standard Inclusions
Metal roof installations (excluding tilt frame)
Installation, testing and commissioning of Systems
Single Storey homes installation
Application of connection processing
Activation of customer monitoring
Additional Requirements
Tilt Frames for flat roof (per panel cost)
Double Storey
Tilt Frames (flat roof), per panel
IP Enclosure*
Plaster/Paint Repairs**

Panels installed in different locations i.e. split arrays
Unproductive Call (Bradford is sent away due to site constraints)
Call Out fee - Service request (excluding warranty)
Tile roof installation - mounting system (excluding tilt)
Independent electrical inspection
Extra heavy-duty Conduit Cabling as required per AS3000
Any cost variations due to new standards or compliance
Switchboard / Electrical infrastructure upgrades
Any application connection fees
Meter Related charges (i.e. Meter calibration or changeovers)
Handrail / Safety scaffolding if required
Installation on roof with pitch greater >35%
Installation on shingle tile or slate roofs
Notes:
*IP Enclosure required when not enough space is available on the main switch board.
**Paint/Plaster Repairs where applicable when required for cable run. Capped at \$800 plus GST