

Live on Sunshine

Terms and Conditions

We are excited to announce the launch of the Live on Sunshine campaign.

How it works:

1. The promoter

- The promotional prize draw is promoted by Tesla Motors Australia Pty Ltd (ABN 68 142 889 816), 546 Gardeners Road, Alexandria NSW 2015 (Tesla).
- Authorised under NSW Authority No. [NTP/11523], ACT Permit No. [TP 24/02570] and SA Licence No. [T24/1985].

2. The competition

- No purchase necessary.
- The competition is open to anyone who meets the Eligibility criteria and fills out the competition form, as described in section 3.
- Duration: The competition will start on Monday, November 18th, 2024, and close at 11:59pm AEDT on Wednesday, April 30th, 2025 (“Competition Period”). For you to be eligible for the competition, your entry must be submitted within the Competition Period.
- By entering the competition, you hereby warrant that all information submitted by you in your entry is true, accurate and complete in every respect. Tesla reserves the right to verify any information contained in your entry and/or your eligibility to enter the competition.
- Tesla will not accept:
 - responsibility for competition entries that are lost, mislaid, damaged, or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - proof of transmission as proof of receipt of entry to the competition.
- Tesla reserves the right and discretion to disqualify any entrant if it has reasonable grounds to believe that an entrant has breached any of these terms and conditions or any applicable law. Each entrant acknowledges and agrees that any failure to comply with these terms and conditions could lead to Tesla disqualifying that person, without Tesla giving any reason for such disqualification or granting any opportunity for challenge.
- In the event that a prize-winner is disqualified from the competition, Tesla will select an alternative prize-winner in the same manner as the original prize-winner and such selection will be subject to these terms and conditions. By submitting an email address, entrants are agreeing to subscribe to Tesla's mailing list. The entrant can unsubscribe at any time.

3. Eligibility

- Only open to Australian and New Zealand residents, aged 18 and over who are able to take the prize between Friday, May 2nd, 2025 and Sunday, November 30th, 2025 who is a private homeowner (free-standing, semi-detached, terrace, townhouse or other property owner with sole and exclusive development rights over the relevant independent roof section to support solar, with individual parameters with a low-voltage grid connection). Participation is only possible through the Live on Sunshine website at this URL Tesla.com/Live-on-Sunshine.
- Directors, officers, management, and employees (and the immediate families of directors, officers, management, and employees) of Tesla and agencies associated with this promotion, are ineligible to enter.
- To enter, visit Tesla.com/Live-on-Sunshine and fully complete and submit the competition entry form, including providing your full name, address, email address, phone number, and any additional information as required by Tesla.
- By entering this competition, participants agree to our terms and conditions and to be contacted by a Tesla Certified Installer.
- You can only enter once per person per household. Prizes are awarded at Tesla's discretion.

- Customers who submit an entry, complete their installation, and register their Tesla energy system with Tesla within the campaign timeframe, will triple their entries to win and be eligible for reimbursement of their system and installation costs, up to \$25,000 AUD.
- If you are selected as a winner, you will receive a reimbursement for the cost of these products and their installation up to the value of AUD \$25,000, subject to you providing evidence of your purchase of these products. For example, if you had a Powerwall 3 already purchased and installed during the campaign period, we will reimburse you for the cost of this Powerwall 3 and its installation, up to the value of AUD \$25,000.

4. The prize

- 1 winner in Australia and 1 winner in New Zealand will each receive:
 - a solar system (up to 13kW),
 - a Powerwall 3,
 - a Gateway,
 - a Wall Connector, and
 - the installation of the above products up to a combined total prize value of AUD \$25,000.
- Each winner will also receive the free use of a Model 3 or Y for 10 days (“Car Hire”).
- Tesla will not cover the costs of remedial, upgrade works to the building structure, electrical circuits or switchboard in the event that works are required to enable the installation of the system, and unrelated to the actual PV and BESS itself - e.g. roof repairs, meter switch box upgrades etc. The prize does not include obtaining any applicable permits, authorisations, registrations, notifications, exemptions, approvals, and other authorisations obtained from or made with any governmental authority (“Permits”) or associated costs with obtaining such Permits.
- With respect to the Car Hire component of the prize, the prize winner must have an open or full Australian or New Zealand driver’s licence. The car hire is also subject to any terms and conditions specified by the car hire provider. If these requirements are not met, the car hire component of the prize will be forfeited by the prize winner and no cash or alternative prize will be provided in lieu.

5. Winner announcement

- Tesla will conduct a random drawing at Tesla Motors Australia Pty Ltd, 546 Gardeners Road, Alexandria NSW 2015 at 10am AEDT on Friday, May 2nd, 2025, to choose the promotional prize draw winners. The winners will be chosen through an anonymous and automated data selection process. All prizes including unclaimed prize draws will be drawn from this location.
- The unclaimed prize draw will be drawn at Tesla Motors Australia Pty Ltd, 546 Gardeners Road, Alexandria NSW 2015 at 10am AEDT on Friday, May 16th, 2025.
- The announcement of the winners will be via email by Friday, May 2nd, 2025 (“Announcement Date”). The winner of any draw will be notified in writing within seven days of the prize draw and any unclaimed prize draws.

6. Claiming the prize

- If you are the winner of the prize, you will receive an email or be contacted by a Tesla employee notifying you that you have won and details on how to claim your prize.
- Winners will have 14 days from the Announcement Date to claim the prize. If, after making all reasonable attempts, Tesla cannot contact a drawn winner (and the drawn winner does not contact Tesla to claim the prize) within 14 days of the Announcement Date, Tesla reserves the right to discard that entry and to draw another winner, who will be given 14 days, to claim the prize.
- The prize may not be claimed by a third party on your behalf.
- Tesla will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available or has not claimed their prize within 14 days of contact, Tesla reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received.

- Tesla does not accept any responsibility if you are not able to take up the prize.
- No prize will be awarded where any entrant has committed any form of misconduct (as determined by Tesla in its sole discretion).
- The winner can decline the prize by answering the winning email within 3 days.
- Prizes cannot be transferred to someone else or substituted for another prize.
If your prize involves driving a Tesla vehicle, you will need to hold a valid driving licence for the market in which you reside. You will need to agree a standard Test Drive Agreement provided on the day.

7. Limitation of liability

- Insofar as is permitted by law, Tesla, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage or disappointment, occurring as a result of any entrant entering this competition, taking up the prize, or as a result of any entrant winning or not winning any prize, except where it is caused by the negligence of Tesla, its agents or distributors or that of their employees. Your statutory rights are not affected.

8. Data protection and publicity

- If you are the winner of the competition, you agree that Tesla may use your name, image, and town or country of residence to announce the winner of this competition and for any other reasonable and related promotional purposes.
- You further agree to participate in any reasonable publicity required by Tesla.
- Tesla may communicate or advertise this competition using any social media platforms (“Social Media Platforms”). However, the competition is in no way sponsored, endorsed, or administered by, or associated with the Social Media Platforms. Entrants are providing their information to Tesla and not to the Social Media Platforms. Each entrant completely releases all Social Media Platforms from any and all liability.
- All entries will be the property of Tesla. The information entrants provide will be used by Tesla for the purpose of conducting this competition. Tesla may collect entrants’ personal information (including through its contractors or agents) or disclose entrants’ personal information to its related companies, contractors, and agents to assist in conducting this competition, storing data, or communicating with entrants. By entering this competition, entrants’ consent to the storage of their personal information on Tesla’s database and Tesla may use this information for future competition and marketing purposes regarding its products, including contacting the entrant via electronic messaging. Tesla is bound by the Privacy Principles in the Privacy Act 1988 (Cth) and the Privacy Act 2020 (New Zealand) as relevant. To learn more about your rights and how Tesla protects your data, view our Privacy Notice (<http://www.tesla.com/legal/privacy>).
- If you are the winner of the competition, you agree that Tesla may use your last name, first name and postcode (except for any winner who has requested that their name and postcode not be so published) to be published on Tesla.com/Live-on-Sunshine within 30 days of the prize draw and/or unclaimed prize draws.

9. General

- If there is any reason to believe that there has been a breach of these terms and conditions, Tesla may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- In the event of any dispute regarding these terms and conditions, we will always resolve disputes strictly in accordance with laws and regulations in Australia. We will maintain detailed documentation and evidence to ensure transparent processes and to demonstrate fairness in our internal processes. Disputes will initially attempt to be resolved via internal review where participants may be asked to submit further evidence if necessary. If a dispute cannot be resolved initially, it will be escalated internally and further assessed. We will maintain constant and open communication with participants who raise disputes promptly acknowledging

concerns and offering regular updates on the status of their dispute, the conduct or results of the competition, or any other matter relating to a competition.

- Tesla reserves the right to hold void, suspend, cancel, or amend all or any part of the competition where it becomes necessary to do so. Any changes to these terms and conditions, or cancellation of the competition, will be posted on the Tesla website. It is the responsibility of entrants to keep themselves informed as to any changes to the terms and conditions.
- These terms and conditions and any dispute arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) shall be governed by the laws of either Australia or New Zealand, in state and country in which you are a resident (the residence of which you have relied upon to meet the eligibility requirements of this competition).
- Tesla and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury/illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes, or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth) (in Australia) and the Commerce Act 1986 and the Fair-Trading Act 1986 in New Zealand.
- Without limiting the previous paragraph, Tesla and its associated agencies and companies will not be liable for any damage, loss, or delay in transit to the prize. Prizes will be delivered in Australia or New Zealand only.
- If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of Tesla, Tesla may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of all relevant gaming authorities, if required.
- Tesla is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- The prize (or any element of the prize) is not transferable or exchangeable and cannot be redeemed for cash. If for any reason the winner does not take an element of the prize at the time stipulated by Tesla, then that element of the prize will be forfeited, and cash will not be supplied instead. Tesla accepts no responsibility for any variation in prize value. If a prize or any element of a prize is unavailable for any reason, Tesla may substitute for that prize or element of that prize another item of equal or higher value as determined by Tesla, subject to the approval of the relevant gaming authorities if required.