

Energy Efficient Appliance Rebate Scheme Terms and Conditions

1. Introduction

These Terms and Conditions set out the basis on which Applications will be assessed and rebates will be paid under the State of Queensland's Energy Efficient Appliance Rebate Scheme.

Capitalised terms used in these Terms and Conditions have the meaning given to them in Section 15.

By submitting an application, you agree to be bound by these Terms and Conditions.

2. Approved appliance

To be eligible for a Rebate, you must have purchased an Approved Appliance. An Approved Appliance means an appliance that satisfies all of the following requirements:

- (a) the appliance is:
 - (i) a washing machine. This includes a combination washer/dryer but does not include an appliance that is a dryer only;
 - (ii) a refrigerator. This includes a combination refrigerator/freezer but does not include an appliance that is a freezer only; or
 - (iii) an air-conditioner. This includes ducted and, split systems but does not include freestanding portable air-conditioners or evaporative air-conditioners;
- (b) the appliance has:
 - (i) if it is a washing machine or refrigerator, a minimum 4 star energy rating; or
 - (ii) if it is an air-conditioner, a 4 star cooling rating, as rated in accordance with a determination made under the Greenhouse and *Energy Minimum Standards Act 2012* and published at www.energyrating.gov.au; without limiting the above, a general guide which lists various eligible appliances is available at www.qld.gov.au/appliancerebate
- (c) the appliance is new at the time of purchase. This includes "seconds stock" (e.g. new stock sold at a discount due to scratches or dents) but excludes refurbished and second hand appliances; and
- (d) the appliance is solely for domestic/residential use in a residential premise.

3. Timing for purchase

- (a) A Rebate will be payable for Approved Appliances purchased on or after 1 January 2018.
- (b) However, a Rebate will not be payable for an Approved Appliance if the Approved Appliance:
 - (i) was purchased and paid for in full before 1 January 2018;

- (ii) was not purchased by an Applicant for value (e.g. a gift or prize);
- (iii) was purchased under a hire purchase arrangement;
- (iv) was purchased subject to an in-store finance instalment arrangement, under which the full price of the appliance is not paid in full at the retail store point of sale;
- (v) was purchased via a rent-to-buy, rent-to-upgrade or other rental arrangement, under which ownership of the appliance does not vest in the Applicant at the time the arrangement is entered into between the applicant and the appliance supplier;
- (vi) was not paid for in full as at the date an Application is made;
- (vii) was purchased:
 - A. before the Commencement Date for Applications and the Application was not made within 30 days of the Advertised Commencement Date; or
 - B. after the Commencement Date for Applications and the Application was not made within 30 days of the date of purchase.
- (c) The purchase of an Approved Appliance includes purchase from a supplier under a supply and installation arrangement. For purchases under a supply and installation arrangement, the timing for purchase is the date an Applicant completes payment for the appliance in full, not the date the appliance is delivered or installed.

4. Eligible applicant

- (a) You may only apply for a Rebate for an Approved Appliance if you are an Eligible Applicant. You are an Eligible Applicant if:
 - (i) you live in a property in Queensland which is primarily used as a residence (Queensland Residence);
 - (ii) you intend to use the Approved Appliance at the Queensland Residence;
 - (iii) the Queensland Residence is your Main Residence;
 - (iv) you have not previously received a Rebate; and
 - (v) a Rebate has not previously been claimed by someone living with you at the Queensland Residence, for an appliance used at the same residence.
- (b) "Main Residence" has the same meaning applied by the Australian Tax Office (ATO) in assessing eligibility for a main residence exemption from capital gains tax.
- (c) Only one application can be lodged per Eligible Applicant during the term of the Energy Efficient Appliance Rebate Scheme. The application must be for one Approved Appliance only. Any application seeking a rebate for more than one Approved Appliance, or multiple applications are provided by one Eligible Applicant will not be considered.
- (d) All costs associated with the preparation of an application are the sole responsibility of the applicant.

5. Application

- (a) If you satisfy all of the eligibility requirements set out in sections 2 to 4, you may apply for a Rebate. To apply for a Rebate, you must:
- (i) complete and submit an Application Form containing all Application Details and Application Evidence; through the Online Rebate System at www.qld.gov.au/appliancerebate; or
 - (ii) telephone DNRME on 13 43 87 and:
 - A. verbally give the DNRME operator all of the Application Details; and
 - B. post a hard copy of the Application Evidence to DNRME, marked with the Application Reference Number at:

Energy Efficient Appliance Rebate
GPO Box 1461 Brisbane
Queensland 4001
- or:
- C. Email a copy/photo of the receipt to: appliancerebate@energyq.com.au
- (b) The Application Details are:
- (i) the details of the Approved Appliance purchased, including the brand and model number;
 - (ii) the date of purchase;
 - (iii) the date the invoice was paid in full;
 - (iv) the receipt or tax invoice number for the appliance purchased;
 - (v) details of the bank account into which you request the Rebate to be paid. The bank account must be an account with an Australian bank
 - (vi) the applicant main residence electricity National Metering Identifier (NMI)
 - (vii) a declaration confirming that:
 - A. the appliance is an Approved Appliance;
 - B. you are an Eligible Applicant;
 - C. you purchased the Approved Appliance on or after 1 January 2018;
 - D. you do not intend to return or on-sell the Approved Appliance within the next 12 months; and
 - E. the information provided in the Application Form or, for applications made by telephone under section 5(a)(ii), the information provided verbally, is true and correct; and
- (b) an irrevocable consent to allow DNRME or DNRME approved contractor, upon giving reasonable prior notice, to access your Queensland Residence from the date of your Application to the date DNRME ceases to accept Applications (as specified in section

6(b)) to confirm the truth and correctness of the Application, including that the appliance being used at the Queensland Residence is an Approved Appliance and that the Approved Appliance is being used at the Queensland Residence.

- (c) The Application Evidence is a copy of the tax invoice or receipt for the purchase of the Approved Appliance, that clearly identifies:
 - (i) the Supplier name and ABN/ACN
 - (ii) the Approved Appliance purchased, including the brand and model number;
 - (iii) the date of purchase;
 - (iv) in the case of a tax invoice, that you have paid the invoice in full and the date of the payment(s); and
 - (v) a receipt or tax invoice number for the purchase of the Approved Appliance.
- (d) Applications received will not be returned to applicants.

6. Assessment of rebate and duration

- (a) Subject to section 10, Applications will be assessed by DNRME in the order in which they are received.
- (b) DNRME will cease accepting Applications, and will not be liable to pay a Rebate under section 7 in respect of an Application made by you, on or after the date that is the earlier of:
 - (i) 30 June 2020;
 - (ii) the date that funds allocated to the Rebate Scheme have been expended; or
 - (iii) the date specified in a notice published by DNRME cancelling the Rebate Scheme.

7. Payment of Rebate

- (a) Subject to these Terms and Conditions, if your Application is approved, DNRME will pay the Rebate by direct debit into the bank account stated in your Application Form or that you provided verbally in accordance with section 5(a)(ii)A.
- (b) The Rebate is an amount equal to:
 - (i) if your Application is for an Approved Appliance that is a washing machine, \$200;
 - (ii) if your Application is for an Approved Appliance that is a refrigerator, \$250; or
 - (iii) if your Application is for an Approved Appliance that is an air-conditioner, \$300.

8. Repayment of Rebate

DNRME may require you to repay a Rebate if:

- (a) any part of your Application is determined by DNRME to be false or otherwise incorrect or misleading; or
- (b) DNRME pays a Rebate to you in error.

9. Relationship with other Rebate/Subsidy Schemes

(a) DNRME acknowledges that your receipt of any rebates or subsidies from a third party, including:

- (i) an electricity distributor or retailer (e.g. Energex or Ergon Energy);
- (ii) a local government or local government owned entity;
- (iii) the Commonwealth or a Commonwealth owned entity;
- (iv) a State owned entity; or
- (v) the Approved Appliance retailer,

does not preclude you from applying for a Rebate under the Rebate Scheme, and does not impact on the assessment of your Application by DNRME under the Rebate Scheme.

(b) You acknowledge that:

- (i) it is your responsibility to assess whether your Application for a Rebate under the Rebate Scheme may impact on your eligibility for rebates or subsidies under any other rebate or subsidy scheme arrangement;
- (ii) your eligibility for a Rebate under the Rebate Scheme does not necessarily make you eligible for any other rebate or subsidy scheme arrangement.

10. Reservation of rights

Notwithstanding any other provision of these Terms and Conditions, DNRME may do any one or more of the following at any time in its absolute discretion without giving reasons:

- (a) withdraw, vary, amend, supplement or replace these Terms and Conditions and/or cancel, vary or suspend or waive any aspect of the Rebate Scheme or processes relating to the Rebate Scheme;
- (b) reject any or all Applications due to any non-compliance with these Terms and Conditions, including any incomplete Application, or for any other reason; or
- (c) seek further information or clarification on any Application, or require additional information from any Applicant in connection with the Applicant's participation in the Rebate Scheme, including in relation to the Applicant's compliance with these Terms and Conditions and the Applicant's energy consumption, both before or after a Rebate is paid.

11. Limitation on liability

- (a) To the full extent permitted by law, DNRME excludes any and all liability to you in connection with these Terms and Conditions, the Rebate Scheme or the Approved Appliance, including any costs of installation, delivery, removal or disposal of, or claims in connection with the manufacturer's warranty for, Approved Appliances for which you have received a Rebate.

- (b) Where the exclusion above does not apply for any reason (including where a court of competent jurisdiction indicates it is invalid), to the full extent permitted by law, DNRME's liability to you for any direct damages you incur in connection with these Terms and Conditions, the Rebate Scheme or the Approved Appliance is limited to the payment of the Rebate.
- (c) Despite any other provision in these Terms and Conditions, to the full extent permitted by law DNRME is not liable to you whether under contract, in tort, in equity, under statute or otherwise (including for negligence) for any loss of profit, loss of revenue, loss of opportunity, loss of goodwill or any indirect, incidental, special or consequential damage, howsoever caused.

12. Privacy

DNRME is collecting, using and disclosing your personal information for the purposes of administering the Rebate Scheme. If you do not provide your personal details, you may, at DNRME's discretion, not be eligible to participate in the Rebate Scheme. As an Applicant, your information may be provided to:

- (a) DNRME representatives contracted to provide services to DNRME for the purpose of:
 - (i) assessing your eligibility for a Rebate;
 - (ii) managing the rebate scheme;
 - (iii) exercising access rights under section 5(d); and
 - (iv) exercising any other rights under these Terms and Conditions; or
- (b) if you do not expressly "opt out":
 - (i) external market research companies to conduct research on energy efficiency in the home; and
 - (ii) DNRME representatives, for the purpose of receiving information on energy efficiency in the home.

13. Severability

Any provision of these Terms and Conditions that is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms and Conditions.

14. Governing Law

These Terms and Conditions are governed by and construed according to the laws applying in Queensland.

15. Survival

The following clauses survive termination or expiry of these Terms and Conditions:

- (a) clause 11 (Limitation on Liability);
- (b) clause 12 (Privacy); and
- (c) this clause 15.

16. Definitions

In these Terms and Conditions:

Applicant means a person who makes an Application.

Application means an application for a Rebate made either by submission of an Application Form online or via telephone to DNRME in accordance with section 5.

Application Date means:

- (a) for an Application submitted through the Online Rebate System, the date an Applicant submits the Application through the Online Rebate System; or
- (b) for an Application submitted via telephone under section 5(a)(ii), the date an Applicant posts the Application Evidence to DNRME in accordance with section 5(a)(ii)B.

Application Commencement Date: 12 February 2018

Application Details means the details for an Application set out in section 5(b).

Application Evidence means the evidence described in section 5(c).

Application Form means the form of Application contained in the Online Rebate System.

Application Reference Number means the reference number given by DNRME to an Applicant who makes an Application.

Approved Appliance has the meaning given in section.

Commencement Date for Applications means the date on which the Online Rebate System is available to receive Applications as notified by DNRME on www.qld.gov.au/appliancerebate

DNRME means:

- (a) the State of Queensland as represented by the Department of Natural Resources, Mines and Energy; and
- (b) any third party provider authorised by the State of Queensland as represented by the Department of Natural Resources, Mines and Energy to administer (in whole or in part) the Rebate Scheme.

Eligible Applicant has the meaning given in section 4(a).

Main Residence has the meaning given in section 4(b).

Online Rebate System means the online system for rebates accessible at www.qld.gov.au/appliancerebate

Queensland Residence means a residence in Queensland, and may include an individual occupancy in a nursing home or assisted living facility.

Rebate, for an Approved Appliance, means the cash amount specified in section 7(b) for the Approved Appliance.

Rebate Scheme means the Queensland Government Energy Efficient Appliance Rebate Scheme, administered by DNRME.