

VB Solar Exchange is an add-on to our readily available market offers and is only available through CUB Pty Ltd (ABN 76 004 056 106) ("CUB"), a Diamond Energy Referral Agent. The following VB Solar Exchange Terms and Conditions, are effective from 31st March 2022, take precedence over previous versions and can be read in conjunction with the Diamond Energy Small Customer Terms and Conditions (Market Contract) and form part of the Agreement between Diamond Energy Pty Ltd (ABN 97 107 516 334) ("us" or "we" or "our") and an eligible Customer ("you" or "your").

1. VB Solar Exchange applies as an-add on to our readily available market offers.
2. To participate in VB Solar Exchange, you must be a residential customer of Diamond Energy and meet the following additional eligibility criteria:
  - 2.1 A Solar-PV System less than or equal to 6kW DC **capacity must be** installed at the Supply Address.
  - 2.2 You have a bi-directional interval meter operating at the Supply Address.
  - 2.3 You do not have an ABN and you are aged 18 years or older.
  - 2.4 Your Supply Address is connected directly to the grid and is located New South Wales, Victoria, South Australia, or Queensland (Energex only).
  - 2.5 You are not receiving government, WattBank®, Renters Reward or distributor-funded Feed-in Tariff adjustments.
3. **If you do not meet any one or more of the eligibility criteria you may lose your participation in the VB Solar Exchange and our readily available market offer will apply to you.**
4. You agree that you elect to exchange your entitlement to be paid the Feed-in Credit for equivalent value under the VB Solar Exchange ("Feed-in Credits Rights Transfer"). You may cancel your election to participate in the VB Solar Exchange at any time by notice to us.
5. Our Feed in Rate: Diamond Energy Standard Feed-in Rate will apply to your electricity account. Any surplus Solar System-generated electricity not consumed will be exported to the electricity grid and will receive the Feed-in Rate: Diamond Energy Standard Feed-in Rate and will be included on your bill as a credit amount. This, and your name, the Supply Address, and your contact details, are the "Data" which is shared to enable your participation in the VB Solar Exchange. An equivalent amount will be also deducted from each invoice which may appear as Feed-in Credits Rights Transfer. **CUB will deliver a maximum of 30 slabs of VB in total to you during your participation in the VB Solar Exchange.** Any Feed-in Credits not exchanged for beer will be paid to you by CUB in a prepaid debit card at the end of each quarter after the beer slabs maximum is reached.
6. You will be billed quarterly (or part thereof) for the period ending: 30<sup>th</sup> June 2022, 30<sup>th</sup> September 2022, 31<sup>st</sup> December 2022, 31<sup>st</sup> March 2023, 30<sup>th</sup> June 2023, 30<sup>th</sup> September 2023 and 31<sup>st</sup> December 2023,; and your beer will be available quarterly, after each period, for the duration of the VB Solar Exchange, unless otherwise agreed in writing by us.
7. **The VB Solar Exchange ends on 31st December 2023 or as otherwise notified by us in writing, after which you will remain our customer on our readily available market offer.**
8. You acknowledge and understand that from the Commencement Date (which is the date you start participating in the VB Solar Exchange) until the earlier of the cancellation of your election to participate in the VB Solar Exchange or the end of the VB Solar Exchange (being 31 December 2023), you: (i) will not have any right to receive from us any payment, credit or other benefit in respect of the Feed-in Credits (but will receive the benefit of the VB Solar Exchange directly from the Referral Agent (CUB)); and (ii) authorise us to release the Data to the Referral Agent or their Nominated Party, and consent to the Referral Agent and their Nominated Party using your Data to deliver the VB Solar Exchange program, including analysing the Data, and that CUB may use your Data to deliver marketing messages to You. You acknowledge that this authorization is irrevocable while you are participating in the VB Solar Exchange and therefore you will not request or instruct us to cease providing the Feed-in Credits to the Referral Agent or their Nominated Party, except where Referral Agent informs us in writing that this is no longer required. You may opt out of receiving marketing messages from CUB at any time.
9. From the Commencement Date until the earlier of the cancellation of your election to participate in the VB Solar Exchange or the end of the VB Solar Exchange, and as the electricity retailer for the Supply Address, you authorise us to pay and transfer all Feed-in Credits as provided by us (less any applicable fees and charges) to the Referral Agent or their Nominated Party.
10. CUB, the Referral Agent may use a Nominated Party platform to share information about your excess solar energy and exchanges with you. You acknowledge that if you choose to use the Nominated Party platform you agree to be bound by the terms of access set out on the link provided on the VB Solar Exchange website [www.vbsolarexchange.com.au](http://www.vbsolarexchange.com.au). You acknowledge that you may be required to upgrade your meter to a smart meter in order to access this data.
11. The Solar-PV system requires a live connection to the electricity grid to operate correctly. Where the Solar-PV System is not available, shutdown or deactivated for any period of time, you may not receive any Feed in Credits.
12. We are a licensed electricity retailer. You can contact the Referral Agent (CUB) regarding any issue relating to the supply of beer under the VB Solar Exchange. If you have not paid your Diamond Energy bill, in full, by its Due Date, any beer you have earned for that quarter may be held over and delivered in the following quarter.

### Contact Details

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Effective Date: 31 March 2022