

United Energy Summer Saver Program - Terms and Conditions

Participation in the United Energy Distribution Proprietary Limited (**United Energy, we, us**) Summer Saver Program (**Program**) is conditional on you agreeing to the terms and conditions set out below, successfully completing the on-line registration forms at <https://summer-saver.digital.unitedenergy.com.au> (the **Registration Page**), successfully creating a summer saver account at <https://summer-saver.digital.unitedenergy.com.au/login> (the **Customer Portal**) and providing us with your valid banking details for Electronic Fund Transfer (**EFT**).

By checking the box "I agree to the terms and conditions" at the United Energy Registration Page's Summer Saver program section, you will be deemed to be legally bound by these terms and conditions.

Please take care to not switch off critical appliances or do anything else that may cause you to suffer any loss, damage or injury.

1. Eligibility

- 1.1 In registering to participate, you represent to us that:
- you are the lawful occupant of the premises identified in your registration form (**Premises**);
 - you have discussed this program and your intended participation with all other occupants of the Premises (if any);
 - the Premises is within one of our selected program areas within United Energy's network;
 - there is a functioning smart-meter installed at the Premises;
 - you do not need electricity at the Premises to use any appliances which are important for the health or wellbeing of anyone at the Premises;
 - You have successfully registered for the Program at the Registration Page;
 - You have successfully created a summer saver account in the Customer Portal; and
 - You have provided us with your valid banking details for EFT.
- 1.2 You must promptly notify us if you no longer meet the criteria set out above, or if there are any changes to your contact details.
- 1.3 Notwithstanding the satisfaction of the criteria set out above, we reserve the right to refuse your participation in the Program in our sole discretion.

2. Term

- 2.1 This agreement will commence from the time you complete your online registration and it is accepted by us, unless terminated in accordance with this clause 2, will continue until 31 March 2020.
- 2.2 This agreement will automatically terminate if you cease to occupy the Premises or otherwise cease to satisfy any of the relevant eligibility criteria for the Program.
- 2.3 We may terminate this agreement at any time by notifying you in writing. You may also terminate this agreement at any time by notifying us in writing.

3. Event days and Incentives

- 3.1 From time to time we will notify you in advance, by email and/or SMS and/or mobile app push notifications, that an 'event', being a period of up to 3 hours on a day chosen by us as a day on which demand for electricity is likely to be high (**Event**), will take place. We will notify you of:
- the day on which the Event will take place, at least 24 hours before the Event;
 - the hours during which the Event will take place, at least 24 hours before the Event, with a subsequent reminder on the morning of the Event;
 - your previous electricity consumption (**Previous Consumption Rate**) at the Premises during a comparable day and time (as determined by us). Your electricity consumption during the Event will need to stay below your Previous Consumption Rate to qualify for the following incentives (each an **Incentive**):
 - you will qualify for a \$5 incentive for each kilowatt hour (kWh) during the Event that your electricity consumption is reduced by, as determined by us and calculated at every hour during the Event, when compared to your Previous Consumption Rate;
 - you will qualify for an additional \$2.50 incentive for each kWh that your electricity consumption is reduced by as determined by us and calculated every hour if your consumption during the Event continuously remains below your Previous Consumption Rate without interruption for the entire duration of the Event;
 - However, where you are a non-solar customer and your total electricity consumption at the Premises is below 0.3 kWh, as determined by us and calculated at every hour during the Event, your incentive will be capped by you not being eligible to receive any further incentive for any reduction below 0.3kWh; and
 - the incentive will be paid to the nearest 0.1kWh reduced and the closest whole hour of electricity consumption reduction or generation.
 - your electricity consumption during the Event and whether you qualified for an Incentive or not.

- 3.2 If you have qualified for an Incentive, we will notify you by email and/or SMS within seven (7) business days of the relevant Event. Incentive payments will be deposited to your nominated bank account via EFT after each Event.
- 3.3 You will only be notified of an upcoming Event if, at least 48 hours prior to the commencement of an Event, you have successfully created a summer saver account in the Customer Portal and provided us with your valid banking details for EFT.
- 3.4 If the banking details you have provided to us are invalid, we will endeavour to contact you within 5 business days for you to then correct your banking details in the Customer Portal. You will need to notify us of this correction via email. Your Incentive payment will only be processed after you have corrected your banking details and notified us of this via email.
- 3.5 We reserve the right to cancel an Event at any stage prior to the Event and will notify you, by email, and/or mobile app push notification, of the cancellation.
- 3.6 We may choose not to involve you in an Event at our discretion. In the event we choose not to involve you, you will not be notified.

4. Scope of this agreement

- 4.1 You acknowledge that the Program is entirely voluntary, and you are not obliged to participate in the Program.
- 4.2 This is not a retail electricity agreement and does not cover the supply of electricity to the Premises.
- 4.3 This is not a distribution agreement and does not cover distribution services, or any work carried out by us to connect the Premises to our distribution network or to increase the capacity of a supply point. If there is any inconsistency between a provision of this agreement and your distribution agreement, this agreement will prevail to the extent of the inconsistency.
- 4.4 You will not be required to pay us anything for participating in the Program. However, under your electricity retail agreement, you will be required to pay charges and fees to your retailer for the electricity it bills to you.

5. Notifications and privacy

- 5.1 You agree to allow us to collect and use information about you and your household, including your electricity usage prior to and during the Program for the purposes of conducting the Program, including to assess whether you are eligible for an Incentive, to pay the Incentive, for research and analysis purposes, for other purposes associated with the operation and management of our electricity distribution network and for marketing purposes.
- 5.2 Our Privacy Policy includes more details about how we manage personal information, including how you can access and correct information we hold about you and our complaint management procedures. You can access our Privacy Policy at: <https://www.unitedenergy.com.au/privacy/>
- 5.3 If you intend to cease to occupy the Premises during the Term, you agree to notify us of this by email and provide us with the last date of your occupancy. You also agree to unsubscribe from the Program at the Customer Portal. If we receive information from your electricity retailer that indicates you have ceased to occupy the Premises, your participation in the Program will be suspended. You will be notified of the suspension by email and will not be able to participate in future Events. You will need to provide us with satisfactory proof of your occupancy of the Premises by email for the suspension to be removed.

6. Liability

- 6.1 To the maximum extent permitted by law, we expressly disclaim any representations or warranties in relation to the Program. You participate in the Program at your own risk and we will not be liable to you for any loss or damage arising under or in connection with this agreement or the Program (including in relation to any steps you take to minimise your use of electricity during an Event). **Please take care to not switch off critical appliances or do anything else during an Event that may cause you to suffer any loss, damage or injury.**
- 6.2 Except as expressly set out in this agreement, all terms, conditions, warranties and statements (whether express, implied, written, oral, collateral, statutory or otherwise) relating to this agreement or the Program are excluded to the maximum extent permitted by law. You have statutory guarantees and other rights that cannot be excluded under the Australian Consumer Law.
- 6.3 To the extent permitted by law, neither party will be liable to the other for any special, indirect or consequential loss or damages arising under or in connection with this agreement or the Program.

7. General

- 7.1 You are responsible for all acts and omissions of other occupants and guests at your Premises in connection with this agreement and the Program.
- 7.2 These terms and conditions are governed by the law of Victoria, Australia.
- 7.3 We reserve the right to change these terms and conditions at any time on reasonable notice and will notify you of any material changes via the email address that you provide.