

# Terms and Conditions

This Contract sets out the terms and conditions upon which EnergyAustralia Pty Ltd ABN 99 086 014 968 (**EnergyAustralia**) (referred to in these terms and conditions as "we", "our" and "us") agrees to provide you the Energy Saving Reward Program.

You should read and understand these Terms and Conditions. If you have any questions about this Contract, please do not hesitate to contact [arenatrial@energyaustralia.com.au](mailto:arenatrial@energyaustralia.com.au).

## 1. TERM

- (a) This Contract commences on the date you accept these Terms and Conditions by clicking "Accept" where indicated on the Energy Saving Reward Program registration page and ends automatically and without notice on the Expiry Date, unless terminated earlier by us under clause 1(b) or by you under clause 1(c) (**Initial Term**) or extended in accordance with clause 1(d).
- (b) We may terminate this Contract:
  - (i) immediately where you no longer satisfy any one or more of the eligibility criteria under clause 2; or
  - (ii) by providing you with prior written notice.
- (c) You may terminate this Contract by:
  - (i) opting out of all Energy Saving Reward Program email and SMS communication with us; or
  - (ii) giving us written notice.
- (d) The term of the Contract will be extended for 12 months (**Extended Term**) if we give written notice to you before the end of the Initial Term, to extend the term. The Contract ends automatically and without notice at the end of the Extended Term, unless it is terminated earlier in accordance with clauses 1(b) or 1(c).

## 2. ELIGIBILITY CRITERIA

You must satisfy the following criteria in order to be entitled to receive Energy Saving Payments under clause 5 of this Contract:

- (a) you are a current EnergyAustralia retail electricity customer residing in selected areas in Jemena's electricity network in Victoria;
- (b) you have a smart meter; and
- (c) neither you, nor any other person, is on life support at the Premises.

## 3. CUSTOMER ACKNOWLEDGMENTS

- (a) Your personal safety is a paramount consideration for us. You must ensure that you consider your own personal safety and those in your care before responding to an Energy Saving Request under this Contract. You should not participate where any resulting energy reduction could result in discomfort or injury sustained by yourself or other persons in the Premises, including those in your care.
- (b) You acknowledge that:

- (i) we have provided you with access to a copy of, and you understand, the Energy Saving Reward Program FAQs available at <https://www.energyaustralia.com.au/home/help-and-support/faqs/powerresponse-premium>; we have explained to you, and you understand, how the Energy Saving Reward Program works, including how you will receive communication regarding the times and duration of any Energy Saving Events;
  - (ii) we have explained to you, and you understand, the need for you to consider your own specific health and safety requirements, and those of any other occupant of the Premises; and
  - (iii) you have considered and are satisfied that any reduction in electricity usage that may result from responding to an Energy Saving Request under this Contract will not adversely affect your health or safety, or that of any other person in the Premises, including persons under your care.
- (c) The Energy Saving Reward Program is being conducted as a trial in collaboration with the electricity distributor in your area, Jemena. You acknowledge and agree that:
- (i) Jemena is not a party to this Contract and any payments or services provided under this Contract are provided by EnergyAustralia and not Jemena;
  - (ii) you are taking part in a trial and that elements of the Energy Saving Reward Program may change as a result of testing;
  - (iii) the data provided to assist help track energy use, may not be accurate and meter data is indicative only. Subject to clause 7(a) and to the extent permitted by law, we make no representations or warranties regarding quality, currency, accuracy, reliability, performance, completeness or fitness for purpose of the meter data or any part of the information and content on the website (including energy saving tips); and
  - (iv) your meter may be temporarily disrupted from time to time for maintenance and similar purposes and reasons beyond our control, which may impact your ability to participate in Energy Saving Events.
- (d) You acknowledge and agree that you have not, and will not during the Term participate in any other program which is similar to the Energy Saving Reward Program (including a demand response program) offered by us or a third party in relation to the Premises without our prior written consent.

#### 4. **ENERGY SAVING REQUESTS**

- (a) We may, from time to time, send an energy saving request (**Energy Saving Request**) to you via a series of SMS and email communications to:
  - (i) alert you that an Energy Saving Event may take place;
  - (ii) activate an Energy Saving Event requesting you to reduce your electricity consumption; and
  - (iii) to notify you that an event has concluded or that an event will no longer be taking place.
- (b) An Energy Saving Request will contain the following information:
  - (i) the day, time and duration required for the Energy Saving Event; and

- (ii) a request for you to reduce electricity usage at the Premises.
- (c) We are not able to give you any guarantee about the number or frequency of Energy Saving Requests. We intend to only issue an Energy Saving Event:
  - (i) between 8am and 10pm (AEST);
  - (ii) no more than 6 times during each summer period during the Term; and
  - (iii) for a duration of not less than 1 hour and not exceeding 4 hours.
- (d) In addition to Energy Saving Requests, we may send you additional SMS or email notifications to provide you with energy saving tips and usage insights or as otherwise needed in order for us to provide the Energy Saving Reward Program to you or seek feedback in relation to the Energy Saving Reward Program.
- (e) You acknowledge that the receipt of SMS and email notifications from us is an essential element of this Energy Saving Reward Program. You consent to receiving notifications which do not include an unsubscribe facility and acknowledge that we have informed you of the methods for opting out of individual events or the Energy Saving Reward Program more generally.

## 5. PAYMENTS TO CUSTOMER

- (a) You will be entitled to receive payments under this Contract as follows (**Payments**):
  - (i) **Program Signup Payment:** a once-off payment of \$10.00 which you become eligible for upon signing up via the Energy Saving Reward Program registration page;
  - (ii) **Event Participation Payments:** a payment of \$5.00 for each Energy Saving Event that you participate in (you will be deemed to have participated in an event if you do not opt out of that specific event via the opt out mechanisms available to you);
  - (iii) **Energy Saving Payments** calculated in accordance with the following procedure:
    - (A) First, we calculate what's called your **historical usage** based on your electricity usage. This is how much electricity you would use during the event window on a normal day (for example, assuming there are no extreme weather conditions). We are continually refining the method for calculating your historical usage, so this may change from time to time.
    - (B) Second, we multiply the **historical usage** by a variable that caters for specific factors, such as location and temperature, to give an estimate of how much electricity you would have used during the actual event period if you weren't taking part in the Energy Saving Event. This is your **baseline**.

*For example: A family typically may use 5 kWh per 30 minute interval on a similar day to when a 4 hour Energy Saving Event takes place (**historical usage** = 5 kWh per 30 minute interval). This is taken and multiplied by a factor of 2 to adjust for forecasted higher temperatures during the Energy Saving Event to reflect that usage would typically be higher as a result. This gives a **baseline** of 10 kWh per 30 minute interval (5 kWh x 2) for the Energy Saving Event period.*

- (C) Third, we determine your actual electricity usage during the period of the Energy Saving Event (per 30 minute interval) on the basis of the electricity usage data obtained from your electricity meter.
- (D) Finally, we calculate your Energy Saving Payment by multiplying the difference between your actual electricity usage and your **baseline** for each 30 minute interval within the period of the Energy Saving Event (~~rounded to the nearest kWh~~) by the incentive amount of \$2.00 per kWh (up to a maximum of \$25.00 for the event).

*For example: If, during the 4-hour Energy Saving Event, you reduce your electricity usage by 1.00 kWh for each of the 30 minute intervals within the 4 hours, you would receive \$2.00 multiplied by the 1 kWh reduction for each of the 8 30 minute intervals.*

*1 kWh x 8 (each 30 minute interval) x \$2 = \$16.00*

*However, if you only reduced your electricity usage by 1 kWh in one 30 minute interval. your Energy Saving Payment will be \$2.00.*

- (ii) **Feedback Payments:** we may from time to time ask for your feedback, via a post-event survey or otherwise, and you will receive a payment of \$5.00 for completing the survey and submitting it to us.
- (b) Where an Energy Saving Payment becomes payable to you in accordance with this Contract, EnergyAustralia will apply such amount as a credit against your electricity account within 15 Business Days. Such amount will then be deducted from the next invoice issued under your electricity retail contract with EnergyAustralia after the credit has been applied.
- (c) We may, subject to providing you prior written notice:
  - (i) vary or withdraw any of the Payments that may be payable to you under this Contract; or
  - (ii) vary the calculation methodology set out in this clause 5.

## 6. NOTICES

- (a) A notice, consent or other communication under this document is only effective if it is in writing and either left at the addressee's address or sent to the addressee by mail, email or SMS.
- (b) A person's addresses are those set out on the Energy Saving Reward Program registration page, or as the person otherwise notifies the sender.

## 7. ENERGYAUSTRALIA'S LIABILITY

- (a) Under the Australian Consumer Law, consumer guarantees apply to the supply of "goods" and "services" to "consumers" (within the meaning of the Australian Consumer Law). If any such consumer guarantee applies to any goods or services we supply under this Contract then our liability (if any) for any failure to comply with that guarantee in connection with any goods or services (that are not of a kind ordinarily acquired for personal, domestic or household consumption) is limited, as far as the law permits and at our option, to resupplying the goods or services or paying for their resupply.
- (b) Subject to clause 7(a) and to the extent permitted by law:

- (i) you acknowledge that the Energy Saving Reward Program is delivered on an "as is" trial basis and cannot be guaranteed error free, including data, rewards and website information, and you agree that the existence of such errors will not constitute a breach of this Contract; and
  - (ii) all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on EnergyAustralia are expressly excluded under this Contract.
- (c) To the extent permitted by law, EnergyAustralia is not liable to you for any loss, harm, damage, cost or expense, including any indirect or consequential loss, arising directly or indirectly under or in connection with this Contract or the performance or non-performance under this Contract and whether arising under any indemnity, statute, in tort (for negligence or otherwise) or on any other basis in law or equity.

## 8. **YOUR PRIVACY**

- (a) You consent to us using, collecting, disclosing and transferring your personal information and sending you information in accordance with our Privacy Policy, available at [energyaustralia.com.au/privacy](http://energyaustralia.com.au/privacy), as amended from time to time. This may include using your personal information in order to sell, deliver and market energy to you and for customer analysis purposes. We may also provide you with information on other products and services available to our customers. Personal information is shared within EnergyAustralia's group of companies and disclosed to other service providers, BillCap Pty Ltd, Jemena and credit reporting bureaus, to the extent required to undertake these activities. Some of those companies and service providers may be located overseas. For further information, please see the "How do we use your information?" section of our Privacy Policy.
- (b) You acknowledge that in order for us to provide the Energy Saving Reward Program, we and our third party service providers (including BillCap Pty Ltd and Jemena) will need to use and share the data on your electricity usage collected by your electricity meter. You consent to Jemena providing your electricity metering data to us and our third party service providers (including BillCap Pty Ltd) to use that electricity metering data for the purpose of identifying your electricity usage and providing you with the Energy Saving Reward Program.
- (c) Subject to this clause 8 and our Privacy Policy, you consent to our third party service providers contacting you about participating in a study and/or research project, which may include an in-depth insights session with other EnergyAustralia retail electricity customers.

## 9. **GST**

- (a) Words defined in the GST Law have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.
- (b) The Payments or any other consideration under this Contract includes any GST payable on that supply, and EnergyAustralia is responsible for payment of that GST.
- (c) EnergyAustralia must, within 20 Business Days of request from you, issue a tax invoice (or an adjustment note) to you for any supply under or in connection with this Contract.

## 10. **GENERAL**

- (a) This Contract is governed by the laws of the State of Victoria and you agree to submit to the non-exclusive jurisdiction of the courts in that State.

- (b) This Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Contract and has no further effect.
- (c) This Contract may not be varied except in writing signed by a duly authorised representative of each of the parties.
- (d) This Contract may consist of a number of counterparts each signed by one or more parties to this Contract. When taken together, the signed counterparts are treated as making up the one document.
- (e) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Contract enforceable, unless this would materially change the intended effect of this Contract.
- (f) Each party must pay its own expenses incurred in negotiating and executing this Contract.

## 11. DEFINITIONS

The following definitions apply in this document.

**Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Business Day** means a day other than a Saturday or Sunday when the banks in Sydney are open for business.

**Contract** means this contract.

**Event Participation Payment** means the form of payment described in clause ~~05(a)(iii)~~.

**Energy Saving Event** means the period of time where you are eligible to receive an Energy Saving Payment for the reduction of the electricity usage at your Premises, pursuant to an Energy Saving Request.

**Energy Saving Payment** means the form of payment described in clause ~~(iii)5(a)(iii)~~.

**Energy Saving Request** has the meaning given in clause 4.

**Energy Saving Reward Program** means the program which alerts you of the occurrence of an Event, provides you with energy usage data during an Event and provides electricity bill credits to eligible EnergyAustralia customers for participating in Energy Saving Events and reducing electricity usage.

**Expiry Date** means 1 October 2020.

**Extended Term** has the meaning given in clause 1(d).

**FAQs** refers to "frequently asked questions" about this Energy Saving Reward Program available on our website.

**Feedback Payment** means the form of payment described in clause ~~5(a)(ii)5(a)(iv)~~.

**GST** has the meaning given in the GST Law.

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Initial Term** has the meaning given in clause 1(a).

**Jemena** means Jemena Electricity Networks (Vic) Ltd, the electricity distributor in your area that is jointly delivering this Energy Saving Reward Program in collaboration with EnergyAustralia.

**Payment** means any of the payments described in clause 5(a).

**Premises** means your address as entered into the Energy Saving Reward Program registration page.

**Program Signup Payment** means the form of payment described in clause ~~05(a)(i)~~.

**SMS** means short message service via electronic text message.

**Term** mean the Initial Term and, if applicable, the Extended Term.

**Terms and Conditions** means these terms and conditions that form part of the Contract.