

Powercor Energy Partner Program - Terms and Conditions

Participation in the Powercor Australia Limited (**Powercor, we, us**) Energy Partner Program (**Program**) is conditional on you agreeing to the terms and conditions set out below, and successfully completing the on-line registration forms at the Powercor myEnergy portal:

<https://customermeterdata.portal.powercor.com.au/customermeterdata>

By checking the box "I agree to the terms and conditions" at the Powercor myEnergy portal's myEnergy 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:

- (a) you are the lawful occupant of the premises identified in your registration form (**Premises**);
- (b) you have discussed this program and your intended participation with all other occupants of the Premises (if any);
- (c) the Premises is within one of our selected program areas within Powercor's network;
- (d) there is a functioning internet connection with WiFi connectivity available at the Premises;
- (e) you own a functioning smart phone on which you are willing to install a third party application;
- (f) you are willing to agree to a third party end user licence agreement in relation to the third party application;
- (g) you have a functioning split-system air conditioner with remote control in the living room of your Premises;
- (h) there is a functioning smart-meter installed at the Premises;
- (i) 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.

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.

1.4 If Powercor accepts your participation in the Program, you will only be entitled to one Sensibo Device per Premises and that Sensibo Device will only control one air conditioner as listed in 1.1(g) above.

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. Sensibo Device provision and App registration

3.1 Where we accept your registration and participation in the Program, we will supply a wireless air conditioning thermostat device (**Sensibo Device**) to you at no cost to you. For more information on the Sensibo Device, go to <https://sensibo.com>

3.2 In supplying the device in clause 3.1, we will arrange for the Sensibo Device to be installed in your Premises by our installation partner at no cost to you.

3.3 You must provide us (or our installation partner) all reasonable access required to your Premises in order to install the Sensibo Device.

3.4 With the assistance of our installation partner at the time of performing the installation of the Sensibo Device:

- (a) you must install the third party application that links to the Sensibo Device (**Sensibo App**) on your smartphone and agree to the end user licence and then register the Sensibo Device on your smartphone's Sensibo App); and
 - (b) you must load the Sensibo Device's API key into the relevant field within the Powercor myEnergy portal to complete the Sensibo Device registration process.
- 3.5 We may use the Sensibo Device, its device name and its API key during an Event to control the functioning of your split-system air conditioner in the living room of your Premises as set out in clause 4.
- 3.6 Support for the Sensibo Device will be provided to you by the Powercor customer service team during the term of this agreement.
- 3.7 On termination or expiry of this agreement you will continue to own any Sensibo Device that has been installed in your Premises and Powercor will no longer be obliged to provide any further support for that Sensibo Device.
- 3.8 You acknowledge and agree that the Sensibo Device is third party hardware and that we do not guarantee nor make any representation that the Sensibo Device or Sensibo App will operate effectively at all times.
- 3.9 Use of the Sensibo Device requires use of a functioning internet connection with WiFi connectivity at your Premises, and will use a small amount of internet data and electricity. You are responsible for acquiring and maintaining all access technology required to maintain a functioning internet connection, including any arrangement with an internet service provider to gain access to such connection.
- 3.10 Any information provided by the Sensibo Device and Sensibo App are estimates, and are indicative only. We do not guarantee the accuracy of the data provided by the Sensibo Device and Sensibo App or that actual electricity consumption and associated bill reductions will match information provided by the Sensibo Device and Sensibo App.
- 3.11 If at any time during the term your Sensibo Device is damaged by you or any third party, Powercor may, in its sole discretion, provide a replacement Sensibo Device and related installation.

4. Event days and Incentives

- 4.1 From time to time we will notify you in advance, by email and/or SMS, 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:
- (a) the day on which the Event will take place, at least 24 hours before the Event;
 - (b) the hours during which the Event will take place, at least 24 hours before the Event;
 - (c) reminders of the Event on the morning of the Event;
 - (d) the conclusion of the Event, and;
 - (e) whether you qualified for an Incentive under clause 4.5
- 4.2 At the commencement of the Event, we will increase your Sensibo Device's air conditioning temperature setting up to a maximum of 28 degrees Celsius.
- 4.3 During the Event, we will occasionally communicate with the Sensibo Device and may re-adjust your Sensibo Device's air conditioning temperature setting, up to a maximum of 28 degrees Celsius.
- 4.4 At the conclusion of the Event, we will return your Sensibo Device's air conditioning temperature setting to the temperature set prior to commencement of the Event.
- 4.5 You may:
- (a) override the Sensibo Device's control of your split-system air conditioner at any time during an Event by using your original remote control;
 - (b) unplug the Sensibo Device and discontinue use at any time; and
 - (c) uninstall the Sensibo App at any time,

However doing so may disqualify you for an Incentive.

- 4.6 To qualify for an Incentive:

- (a) the air conditioner linked to the Sensibo Device must be turned on at the commencement of the Event;
- (b) your Sensibo Device must be turned on and be connected to WiFi and the internet;
- (c) your Sensibo Device's power state must be synchronised with your air conditioner's power state, and;
- (d) you must not adjust the temperature of that air conditioner by any means for the duration of the Event, but you may turn that air conditioner off during the Event;

OR

(e) the air conditioner linked to the Sensibo Device is completely switched off for the duration of the event.

- 4.7 If you have qualified for an Incentive in relation to an Event, we will notify you by email and/or SMS within seven (7) days of the relevant Event.
- 4.8 Incentive payments will be processed and paid in April 2020 at the end of the Program. Incentive payments will be paid by cheque and mailed to your mailing address as nominated on your registration form.
- 4.9 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.
- 4.10 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.

5. Scope of this agreement

- 5.1 You acknowledge that the Program is entirely voluntary, and you are not obliged to participate in the Program.
- 5.2 This is not a retail electricity agreement and does not cover the supply of electricity to the Premises.
- 5.3 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.
- 5.4 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.

6. Notifications and privacy

- 6.1 You consent to receiving Event notifications and other communications from us, or from our contractors and partners about the Program and other initiatives or programs, by email and/or text message. You must ensure that you are able to receive such notifications and communications from us.
- 6.2 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.
- 6.3 You agree to us providing your personal information to our contractors and partners for marketing and research purposes but this excludes any consumption data we generate in relation to the Program.
- 6.4 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.powercor.com.au/privacy-and-disclaimer/>

7. Liability

- 7.1 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.***
- 7.2 Use of the Sensibo Device and Sensibo App is wholly at your risk, and to the maximum extent permitted by law we disclaim all responsibility for any consequences of use of the Sensibo Device and Sensibo App.
- 7.3 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.
- 7.4 To the extent permitted by law, our sole and exclusive liability for breach of any statutory guarantee or term implied by statute which cannot be excluded is limited to:
- (a) in the case of goods, the replacement or repair of the goods (or the cost of such replacement or repair); and
 - (b) in the case of services, supplying of the services again (or the cost of such resupply).
- 7.5 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.

8. General

- 8.1 You are responsible for all acts and omissions of other occupants and guests at your Premises in connection with the Sensibo Device, this agreement and the Program.
- 8.2 These terms and conditions are governed by the law of Victoria, Australia.
- 8.3 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.