

AusNet Services Peak Partners - Terms and Conditions

Participation in AusNet Services' Peak Partners (**Scheme**) is conditional on you agreeing to the terms and conditions set out below and completing our online registration form.

By checking the box 'I agree to the terms and conditions', you will be deemed to be legally bound by these terms.

1 Eligibility

1.1 To be eligible to participate in the Scheme:

- (a) you must be the occupant of the premises identified in your registration (**Premises**);
- (b) if you are not the owner of the Premises and you elect to install in-home hardware we may offer under this Scheme, we will ask you to provide written consent from the owner of the Premises prior to installation of any equipment;
- (c) the Premises must be within our distribution area;
- (d) there must be no person who may be adversely affected by a reduction of electricity usage at the Premises (i.e. a person relying on life support equipment, infants, the elderly, disabled or sick); and
- (e) there is a functioning smart-meter installed 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 Completing our online registration and meeting the eligibility criteria in clause 1.1 does not guarantee your participation in the Scheme. Participants for the Scheme will be selected by us at our absolute discretion.

2 Term

2.1 This agreement will commence from the time you complete your online registration and will continue until the earliest of:

- (a) the date you or AusNet Services agree to terminate it; and

- (b) the effective date of termination under clause 2.2 or 2.3.

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 Scheme. You must notify us at least 5 days' prior to moving out or otherwise ceasing to be the occupier of the Premises.

2.3 We may terminate this agreement at any time by notifying you in writing by email and/or SMS. You may also terminate this agreement or end your participation in the Scheme at any time by calling us on 1300 360 795.

3 Event Days and Incentives

3.1 Unless you have elected to utilise automatic event participation technology that we may offer you, we will notify you, by email and/or SMS, in advance that an **Event** (being a period of up to four hours on a day chosen by us as a day on which demand for electricity is likely to be high) will take place. We will notify you of:

- (a) an Event at least 24 hours before the Event; and
- (b) the start and end of the Event;

We may elect to cancel the Event at any stage prior to the start of the Event and if we notified you prior to the Event, we will notify you, by email and/or SMS, of any cancellation.

3.2 Unless you have elected to utilise automatic event participation technology that we may offer you, you determine at your absolute discretion whether you participate in an Event. You will not be penalised for failing to participate in an Event (but you may not be eligible for the Incentive in clause 3.3 if you do not participate).

3.3 If the electricity consumption at your Premises during an Event is less than the **Baseline**, being the electricity consumption at your Premises during a comparable day and time when you did not participate in the Scheme as determined by us in our absolute discretion, then you will qualify for an incentive payment in the amount of \$5 for each KWH your

electricity consumption during the Event is below the Baseline (**Incentive**). If you have qualified for an Incentive or we otherwise elect to do so, we will notify you by SMS within 30 days of the relevant Event. We will provide you with the Incentive for all Events during a summer period (i.e. the period from December to March) on or before the last day of the month of May following the end of the summer period.

3.4 We may vary the amount of the Incentive from time to time. If we vary the Incentive, we will notify you as soon as practicable by email and/or SMS.

3.5 We will determine the relevant payment method for the Incentives from time to time and will notify you by email and/or SMS of the payment method should you be eligible to receive an Incentive.

3.6 You may register to access any internet-based data portal that we make available to monitor your electricity usage throughout the Scheme. We will provide you details of this data portal if you are selected to participate in the Scheme.

3.7 To help you participate in Events, we may from time to time offer to install at your Premises certain in-home hardware such as:

(a) an automation device that connects to your air-conditioning system that automatically adjusts the electrical consumption of your air-conditioner during an Event; or

(b) measurement equipment installed in your switchboard that allows you to view near real-time data relating to your electricity usage in the offered internet-based data portal.

3.8 If you elect to take up an offer to install in-home hardware, you agree to grant our authorised representative convenient and unhindered access to your Premises at reasonable times and upon reasonable notice for the purpose of installing, inspecting, maintaining and removing the hardware.

3.9 If, upon inspection by our authorised representative, your property is deemed unsuitable for installation of the in-home hardware, we will not install the in-home hardware, but you may still participate in the Scheme.

3.10 As a part of the offer to install in-home hardware, we may require that you agree to additional terms and conditions relating to this offering.

4 Scope of this agreement

4.1 You acknowledge that you are not obliged to participate in the Scheme and that you can terminate this agreement at any time in accordance with clause 2.3.

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 Scheme.

4.5 To the extent permitted at law, we expressly disclaim any representations or warranties in relation to the Scheme. You participate in the Scheme 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 Scheme (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 or damage). Specifically, you should not turn off refrigeration that contains perishables, any devices required for the health of occupants and should not turn off power to your Premises at the switchboard.

4.6 You acknowledge and agree that there is no person who may be adversely affected by a reduction of electricity usage at the Premises (i.e. a person relying on life support equipment, infants, the elderly, disabled or sick).

5 Notifications and privacy

5.1 You consent to receiving Event notices and other communications from us about the Scheme by email, SMS or any other communication method we use. In order to ensure your participation in any Event, you

should ensure that you can receive such communications from us (for example, your mobile phone must be switched on and within a mobile coverage area for your carrier).

- 5.2 You agree to allow us to collect and use information about you and your household, including your electricity usage prior to and during the Scheme for the purposes of conducting the Scheme, to assess whether you are eligible for an Incentive, to pay the Incentive, for research and analysis purposes and for other purposes associated with the operation and management of our electricity distribution network. 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.ausnetservices.com.au/Misc-Pages/Privacy>.

6 General

- 6.1 These terms and conditions are governed by the law of Victoria, Australia.
- 6.2 We reserve the right to change this agreement and will notify you of any material changes via email at the email address that you provide or via SMS on the mobile phone number you provide.