

Your participation in the GoodGrid Program (**Program**) is conditional upon you agreeing to the terms and conditions set out in this agreement (**Agreement**). By completing the online GoodGrid registration form (**Registration**) on the GoodGrid webpage on the AusNet Services website (<https://ausnetservices.com.au/good-grid/registration> or <http://goodgrid.ausnetservices.com.au/En/Residential/Registration> (**GoodGrid Website**)):

- (a) you are entering into the Agreement with AusNet Electricity Services Pty Ltd (ABN 91 064 651 118), of 2 Southbank Boulevard, Southbank VIC 3006 (referred to as “AusNet Services”, “we”, “our” or “us”); and
- (b) you agree to be bound by the Agreement.

1 ELIGIBILITY

1.1 To be eligible to participate in the Program:

- (a) you must be aged over 18 years of age and an occupant of the premises identified in the Registration (**Premises**);
- (b) you must have resided at the Premises for at least 60 days;
- (c) the Premises must be located within our distribution area and within one of the following postcodes:

Area	Postcode
Mernda, Doreen	3754
South Morang	3752
Drouin	3818
Longwarry	3816
Bunyip	3815
Garfield	3814
Narre Warren, Narre Warren South	3805
Berwick, Harkaway	3806
Cranbourne, Botanic Ridge, Cranbourne North, Cranbourne West, Cranbourne East, Sandhurst, Devon Meadows, Cannons Creek, Junction Village, Cranbourne South	3977
Clyde North, Clyde, Cardinia	3978

- (d) you must have registered for the Peak Partners or GoodGrid Program previously. If you have not previously registered, acceptance is at our sole discretion.
- (e) no person may reside at the Premises during the Program who may be adversely affected by a reduction of electricity usage at the Premises (i.e. a person who relies on life support equipment, an infant, or a person who is elderly, disabled or sick);
- (f) there must be a remotely read interval meter (i.e. a smart meter) installed at the Premises; and
- (g) you must complete the Registration on the GoodGrid website before 11:59pm (AEDT) on 31 December 2020.

1.2 You must promptly notify us if you cease to meet any one or more of the eligibility criterion set out in clause 1.1 or if there are any changes to the contact details you provided in the Registration. You must notify us at least 1 week before you cease to be the occupier of the Premises.

1.3 Meeting the eligibility criteria in clause 1.1 does not guarantee your participation in the Program. We will select the participants in the Program at our absolute discretion.

2 TERM

2.1 The Agreement commences when you submit your Registration and continues until the earliest of:

- (a) the date you advise us you are ceasing to participate in the Program;
- (b) the date you cease to satisfy any one or more of the eligibility criteria in clause 1.1;
- (c) the date we terminate the Agreement in accordance with clause 2.2; or
- (d) 30 June 2021.

2.2 We may terminate the Agreement for any reason at our sole discretion, including, without limitation, if we reasonably consider that clause 7.4 has been breached. If we terminate the Agreement under this clause 2.2, we will notify you of the date on which the termination takes effect.

2.3 To end your participation in the Program and terminate this Agreement in accordance with clause 2.1(a), or to advise us that you no longer meet the eligibility criteria in clause 1.1, you can call us on 1300 451 331 or email us at goodgrid@ausnetservices.com.au.

3 SCOPE OF THIS AGREEMENT

3.1 The Agreement is not a retail electricity agreement and does not cover the supply of electricity to the Premises.

3.2 This is not a distribution agreement and does not cover the provision of distribution services by us, 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, the distribution agreement will prevail to the extent of the inconsistency.

4 EVENT DAYS AND INCENTIVE PAYMENTS

Event

4.1 The Program commences on 1 January 2021 and concludes on 31 March 2021. During the Program, we may schedule 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, or we expect demand to be, high.

4.2 Unless you have elected to utilise in-home automatic event participation technology that we may offer you, we will notify you of an Event by:

- (a) giving you at least 2 hours' notice that we have scheduled an Event; and
- (b) advising you of the date, start time and end time of the Event.

4.3 We may cancel an Event at any stage prior to its notified start time at our sole discretion. If we cancel an Event, we will notify you of the cancellation.

4.4 You acknowledge that you are not obliged to participate in the Program or an Event and that you can terminate this Agreement at any time in accordance with clause 2.

Incentive Payment

4.5 If the electricity consumption at the Premises is reduced during an Event to a level that is below our calculation of the normal energy consumption at the Premises on similarly hot days, you may qualify for an incentive payment of \$10per Event (**Incentive Payment**).

4.6 We may vary the amount of the Incentive Payment from time to time. We will notify you of the amount of the Incentive Payment when we notify you that we have scheduled an Event. From time to time, we may offer you an additional payment for taking additional action, such as completing a survey prior to, or after an Event. Any additional amount that you are eligible for will be treated as being part of, and will be paid as, an Incentive Payment.

4.7 We will notify you within five business days of an Event if you qualified for an Incentive Payment in respect of that Event and the total amount of the Incentive Payment you will receive.

4.8 You will not be eligible for an Incentive Payment in respect of an Event that is cancelled.

4.9 If you qualify for one or more Incentive Payments during the Program, on or before 30 June 2020 we will pay you an amount equal to the sum of the Incentive Payments you qualified for. We will pay you the Incentive Payment(s) using a payment method of our choice.

4.10 We may request additional information from you in order to pay the Incentive Payment(s) to you, such as your bank account details.

4.11 We accept no responsibility if you do not receive the Incentive Payment(s) for any reason, including because your failure to provide, or an error in the information you provide, which is necessary for us to pay the Incentive Payment to you. Incentive Payments will be re-issued at our sole discretion.

4.12 If you fail to provide the complete the information we request from you and, as a consequence we cannot pay you the Incentive Payment by 30 June 2021, you will forfeit the Incentive Payment(s). Any Incentive Payments made after this date will be at our sole discretion.

5 PRIZE DRAWS

Prize Draws

5.1 If you complete your Registration before 11:59pm (AEDT) on 18 December 2020, you will automatically be entered into a free prize draw (**Prize Draw**) to win one of three Sensibo Sky devices (**Prize**).

Conduct of the Prize Draws

5.2 Clauses 5.3 to 5.16 apply to the Prize and the Prize Draw.

5.3 Although the Prize Draw is conducted by us, the redemption of a Prize may be subject to further terms and conditions imposed by Sensibo.

5.4 Entry into the Prize Draw is limited to one entry per Premises.

5.5 The Prize Draw will take place at AusNet Services' head office, located at Level 31, 2 Southbank Boulevard, Southbank VIC 3006 Melbourne, Victoria, Australia on 18 January 2021 before 11:59pm.

5.6 Each winner of the Prize Draw will be selected at random from all valid entries. We will notify the winner by email and/or SMS. If the winner does not contact us within 14 days of us sending the notification, the winner will forfeit the Prize and another winner will be selected at a re-draw which follows the same process provided for in this clause 5.6.

5.7 The Prize will be provided to the winner within 28 days of the Prize Draw (or re-draw).

5.8 The name of the winner of the Prize Draw may be published on the AusNet Services website (www.ausnetservices.com.au) for a period of not more than 90 days after the winner is identified. By completing the Registration, the winner consents to us using the winner's name as part of the Prize winner

announcement and for publicity purposes (in any medium and on the internet, including any website hosted by us) and in advertising, marketing or promotional material without additional compensation or prior notice.

5.9 We accept no responsibility for:

- (a) any costs associated with the Prize and not specifically included in the Prize (including, without limitation, installation costs or fees payable for data to operate the app);
- (b) you not being able to use the Prize, including because it is incompatible with your air conditioning unit or the Sensibo app is incompatible with your mobile phone.

5.10 The Prize is non-exchangeable, non-transferrable and is not redeemable for cash or other prizes.

5.11 We do not take any responsibility for any delay in providing the Prize or any lost Prize. No replacement prizes will be issued.

5.12 We may substitute a Prize for another prize of the same or greater value than the Prize only if:

- (a) the winner agrees to the substitute prize in writing; or
- (b) due to reasons outside of our control, we cannot provide the Prize (including, without limitation, that the Prize is no longer available).

5.13 We accept no responsibility for any technical malfunctions, problems or issues otherwise, including any communication network failures, that prevent you from being able to complete or submit an entry to the Prize Draw.

5.14 We reserve the right to reject your entry in the Prize Draw if it is late, lost, incorrectly submitted, delayed, illegible, tampered with, corrupted or misdirected for any reason whether due to error, omission, alteration, tampering, deletion, theft, fraud, misleading or deceptive conduct, destruction, transmission interruption, technical glitches, communication or network failures or otherwise.

5.15 We may, at our sole discretion, reject your entry in a Prize Draw if:

- (a) we do not believe the entry is in accordance with this Agreement;
- (b) you fail to provide or verify your personal details or you fail to meet the eligibility criteria for the Program set out in clause 1.1; or
- (c) you act in an aggressive, abusive, harassing or disruptive manner towards another entrant.

5.16 In the event of any dispute regarding the conduct, results and any other matters relating to the Prize Draw, our decision shall be final and no correspondence or discussion shall be entered into.

6 IN-HOME HARDWARE

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

- (a) an automation device that connects to your air-conditioning system and allows us to automatically adjust the amount of electricity consumed by your air-conditioner during an Event; or
- (b) measurement equipment installed on your electricity metering switchboard that allows us to view near real-time data relating to your electricity usage via an internet-based data portal.

6.2 Our offer to install in-home hardware at the Premises may be made subject to additional terms and conditions, which you must accept before we commence installation.

7 LIMITATION OF LIABILITY

7.1 We accept no responsibility for any tax implications that may arise from you being paid an Incentive Payment or being awarded a Prize.

7.2 Where the payment of an Incentive Payment or awarding a Prize results in, for GST purposes, supplies being made for non-monetary consideration, you agree that we have dealt with you at arm's length and the goods and services exchanged are of equal GST-inclusive market values.

7.3 You acknowledge and agree that there is no person who resides or may reside at the Premises during the Program who may be adversely affected by a reduction of electricity usage at the Premises (i.e. a person who relies on life support equipment, an infant, or a person who is elderly, disabled or sick).

7.4 During an Event you must not, and you must take reasonable steps to ensure that others do not:

- (a) switch off critical appliances (including, without limitation, devices required for the health of occupants of or visitors to the Premises); or
- (b) switch off the main source of electricity to the Premises (such as the electricity switchboard); or
- (c) do anything that poses a health or safety risk to you or a third party, or that may cause you or a third party to suffer any loss or damage.

7.5 To the extent permitted at 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 or any third party for any loss or damage whatsoever including, without limitation, indirect, special or consequential loss, personal injury or property loss, arising under or in connection with this Agreement or your participation in the Program (including in relation to any steps you take to minimise your electricity consumption during an Event) or your installation or use of the Prize and the associated app technology.

8 NOTIFICATIONS

8.1 Unless expressly stated otherwise, any notification we give you under the Agreement will be given electronically, including by email, SMS or any other method of electronic communication that we choose.

8.2 By completing the Registration, you agree to receiving notices about an Event and other communications from us about the Program.

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

9 PRIVACY

Your personal information

9.1 You agree to allow us to collect, use and disclose your personal information, including information about your household electricity usage and usage patterns, for the following purposes:

- (a) Conducting and administering the Program, including (but not limited) to:
 - (i) assessing your eligibility to participate in the Program;
 - (ii) notifying you of an Event or the cancellation of an Event;
 - (iii) assessing your eligibility for an Incentive Payment or to receive a Prize, and processing an Incentive Payment or awarding a Prize;
 - (iv) inviting you to participate in competitions and other incentives we run as part of the Program, or in other demand management programs;
 - (v) contacting you to offer you products and services available in conjunction with the Program, such as the installation of in-home hardware;
 - (vi) advising you of a change to the terms of this Agreement; and
 - (vii) inviting you to participate in customer research or surveys to provide feedback about the Program;
- (b) Conducting research into and analysis of the usage of our electricity distribution network and how we can better operate and manage our network;
- (c) Communicating with you about other demand management activities that may be of interest to you, such as:
 - (i) inviting you to participate in similar demand management programs in the future;
 - (ii) inviting you to participate in customer research groups or surveys about demand management;

- (iii) advising you about demand management products and services that we may offer from time to time and providing you with information about their availability, features and benefits; and
- (d) from time to time, confirming which electricity retailer sells electricity to you to ensure that our communications with you are relevant.

9.2 We may disclose your name, email address and phone number to a third party that we contract with so that we can pay the Incentive Payment(s) to you.

9.3 You may opt out from receiving communications from us at any time by:

- (a) following the opt out process indicated in the communication you have received;
- (b) contacting our Customer Services team on 1300 451 331; or
- (c) following such other process that is made available for this purpose from time to time.

9.4 Our Privacy Policy explains how we manage personal information, the process for requesting access to or correction of personal information we hold about you, and our complaint management procedures. You can access our Privacy Policy [here](#).

De-identified data

9.5 Periodically, we may provide data about the Program to government departments or agencies or other third parties for the purposes of evaluating the Program. Data disclosed for this purpose will be de-identified, meaning that any information that links the data to an individual is removed or obscured. De-identified data does not contain personal information.

10 GENERAL

10.1 These terms and conditions are governed by the laws of Victoria, Australia.

10.2 We reserve the right to change this Agreement from time to time. We will notify you of any material changes and the date on which the changes take effect.