

## The Local Energy Project - Customer Terms and Conditions

### ABOUT THE PROJECT

1. You agree to participate in Genesis Energy's The Local Energy Project ("Project").
2. The objective of the Project is to better understand customers' energy use and interactions with new and developing technology solutions, which will help in shaping New Zealand's energy future.
3. Your participation in the Project will commence from the date you accept these terms and for a period of 12 months ("Term"), unless terminated earlier in accordance with these terms.

### WHAT WE WILL SUPPLY

4. As part of the Project, Genesis Energy may provide to you products ("Products") and/or services ("Services") at either a discounted rate, or at no charge during the project period. These Products and/or Services may be subject to Terms and Conditions which will prevail over the customer Terms and Conditions outlined in this agreement.

### WHAT IS REQUIRED TO PARTICIPATE IN THE PROJECT?

5. As part of the Project, we may ask you to provide feedback on the Products and/or Services ("Feedback") to Genesis Energy if requested from time to time.
6. Maintain uninterrupted access to product data through your home network (where required) for the Term of the project and advise Genesis Energy if you change network provider that may result in any interruption.

### WHAT HAPPENS IN THE EVENT OF LOSS OR DAMAGE TO THE PRODUCTS?

7. If you lose or damage the Products, Genesis Energy will at its sole discretion decide whether to offer replacement Products. You agree to use your reasonable endeavours to protect the Products from theft, damage or loss.

### WHAT IF WE WANT TO STOP THE PROJECT?

8. Genesis Energy may terminate this Agreement at any time by giving seven days written notice to you and the provision in clause 13 shall apply.

### WHAT DO WE DO WITH THE INFORMATION COLLECTED FROM THE PROJECT?

9. You acknowledge that Genesis Energy may use your Feedback for promotional purposes, subject to keeping your identity and your street number and street name private.
10. You acknowledge that Genesis Energy may otherwise use your personal information in accordance with its privacy policy (available on its website). In addition, Genesis Energy may disclose your energy usage data during the Term of the Project to any educational institutes for research purposes, subject to such institute agreeing to keep any personal information confidential.
11. If Genesis Energy would like you to participate in (or use your Feedback where it does identify you for) any publicity arrangements, Genesis Energy will seek your prior consent before doing so.

### WHAT HAPPENS AT THE END OF THE PROJECT?

12. Upon expiry of the Project, you may choose to return the Products to Genesis Energy (in which case ownership of the Products will transfer back to Genesis Energy). In this event Genesis Energy will be in contact with you to arrange the safe return of the Product/s.

### GENERAL POINTS

13. You must not disclose any details and discussions relating to the Agreement and the Project to any other energy retailers or the media during or after the Term of the Project, without Genesis Energy's prior written consent.
14. The ownership in all intellectual property and data created as a result of the Project, including but not limited to details of your electricity usage data and the Feedback, will belong to Genesis Energy.
15. You agree that Genesis Energy may communicate with you by email, including supplying you with any promotional material relating to its Products and Services (including the Project), brands, special offers and publication.