

ELECTRICITY ONLY 1 YEAR FIXED TERM OFFER TERMS & CONDITIONS.



NEW CUSTOMERS

Effective date 14 March 2023

It's wonderful that you've decided to join Mercury. Here's everything you need to know about the offer. Lots of words, we know, but it's all the important stuff so grab a cup of tea and have a read!

1 THE OFFER

1.1 Receive a \$250 credit and enjoy fixed electricity rates when you join us for 1 year.

2 ELIGIBILITY

2.1 This offer is provided by Mercury NZ Limited and is only available to new residential customers who:

- (a) sign up for electricity for a 1 year fixed term;
- (b) are not existing Mercury customers; and
- (c) have not had their electricity services with Mercury NZ Limited under either the Trustpower brand or the Mercury brand within the last 12 months.

2.2 We are not obliged to provide you with services unless we accept your application. We can decide whether or not to accept any application and credit criteria may apply. This offer is not available in conjunction with any other offer. For more information, please call us on 0800 10 18 10.

2.3 The offer is not transferable or redeemable for cash.

3 CHANGES

3.1 This offer may be subject to change or expiry without prior notice.

4 APPLICATION

4.1 These offer terms and conditions (the "Offer Terms") are in addition to Mercury's General Residential Terms and Electricity and Piped Gas Terms, and Privacy Policy, which also apply. To the extent of any inconsistency, these Offer Terms will take precedence and apply. Please see our website mercury.co.nz for full details.

5 TERM

5.1 This is a 1 year fixed term contract (the "Term") for electricity. There is no fixed term for broadband, gas, landline phone or mobile phone services.

6 TERM COMMENCEMENT

6.1 The Term starts at the point when your electricity service has been connected with Mercury, or at the end of any cooling-off period that applies to you, whichever is later.

7 HOW IT WORKS

7.1 When you join Mercury for your electricity and agree to stay with us for a 1 year term we'll fix your electricity prices for that 1 year term.

7.2 You'll also get a \$250 credit on your Mercury account. The \$250 credit will appear on your first or second Mercury bill after your Term commences.

8 CHANGES TO PRICING

8.1 If electricity is the only energy service you have with Mercury under this offer, you'll receive fixed rates for electricity for the Term.

8.2 If you have electricity and either piped gas and/or LPG with Mercury, you'll receive fixed rates for electricity for the Term. There are no fixed rates for your piped gas or LPG service.

8.3 If you have electricity and either piped gas and/or LPG with Mercury at the same address (determined by Electricity and Gas registry data provided to Mercury), you will receive a 15 cent per day Dual Fuel Discount. The Dual Fuel Discount will be applied as a credit to your bill each month. If you no longer have both electricity and either piped gas or LPG at the same address with Mercury, you will not receive the Dual Fuel Discount

- 8.4 If you have electricity and broadband with Mercury, you'll receive fixed rates for electricity for the Term. We will also apply a \$15 per month discount on your chosen broadband package – the Broadband Bundle Discount. There are no fixed rates for your broadband service. You will continue to receive the Broadband Bundle Discount for your chosen broadband plan, as long as you continue to keep a broadband service and an electricity or gas service with Mercury.
- 8.5 At the end of the Term, fixed rates, plan prices and any discounts may be subject to change. You will be given notice of any changes in accordance with Mercury's General Residential Terms.
- 8.6 If during the Term you move to a different property, any fixed energy rates may no longer apply, and your energy pricing and Dual Fuel Discount may be different at your new property.

9 EARLY TERMINATION FEES

- 9.1 When you sign up to Mercury, we incur costs in order to provide our services to you. We don't mind paying these if you commit to taking services from us for the Term. On the other hand, if you terminate early, we still have to pay these costs. If you terminate before the end of the Term, you need to repay some of those costs. If you terminate or switch electricity providers within the Term, you'll need to pay an Early Termination Fee (this will be added to your next bill). This Early Termination Fee will be \$250 in month 1 and will reduce by \$20.83 each month over the term of your Agreement. An Early Termination Fee is only payable once during the Term.
- 9.2 If your agreement with Mercury is terminated under the "Termination" section of Mercury's General Residential Terms and Conditions for your breach (including, for example, for regular non-payment of invoices), the applicable Early Termination Fees for your plan will be payable by you.
- 9.3 There is no Early Termination Fee if you:
- (a) switch broadband providers or cancel your broadband service.
 - (b) switch gas providers or cancel your gas service.
 - (c) switch landline phone providers or cancel your landline phone service.
 - (d) switch mobile phone providers or cancel your mobile phone service.