YOU CHOOSE OFFER TERMS & CONDITIONS

NEW AND EXISTING CUSTOMERS

Effective date 14 July 2026

It's wonderful that you've decided to take up a new offer with 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 Choose a joining bonus (or choose to upgrade with a top-up payment), when you join Mercury on an eligible electricity and broadband bundle, or add an eligible broadband service to your existing electricity account, for a 2 year term.

2 ELIGIBILITY

2.1 This offer is provided by Mercury NZ Limited and is only available to residential customers who meet one of the following criteria:

2.2 New Customers who:

(a) sign up for electricity and an eligible broadband service together at the same address for a 2 year term;

(b) are not existing Mercury customers; and

(c) have not had their electricity or broadband services with Mercury NZ Limited within the last 12 months.

2.3 Existing Customers who:

(a) have an active residential electricity account with Mercury;

(b) add an eligible broadband service at the same address; and

(c) are not already on a fixed or minimum term energy agreement.

2.4 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. We may decline an application where we reasonably believe the application is intended to misuse or circumvent the terms of this offer. This offer is not available in conjunction with any other offer. For more information, please call us on 0800 10 18 10.

2.5 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, Electricity and Piped Gas Terms and Phone and Internet 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 2 year term (the "Term") for electricity and broadband. There is no term for gas, landline phone or mobile phone services.

6 TERM COMMENCEMENT

6.1 The Term starts at the point when both broadband and electricity services are connected with Mercury (including any interim wireless broadband service), or at the end of any cooling-off period that applies to you, whichever is later.

7 INTERIM SERVICES

7.1 If you have chosen FibreClassic or FibreMax and elected to take an interim wireless broadband service, you will pay wireless broadband prices until your fibre is connected. Once you are connected to your chosen fibre plan you will start to pay the applicable price for your chosen fibre plan. During the temporary Wireless Broadband connection, landline services aren't available. Once fibre is connected, you'll be able to have a landline service if required.

8 ENERGY PRICING

8.1 For customers who are existing Mercury electricity customers at the time of entering into this offer, unless we tell you otherwise, your energy prices will be the prices that you are paying under your existing Mercury energy agreement at the commencement of the Term. Any discounts that you are currently receiving under your existing energy agreement will continue to apply.

9 JOINING BONUS

9.1 As part of this offer, you'll be able to choose a free Tier one joining bonus.It is possible to upgrade to a different range of products by making an upfront top-up payment. There are three tiers of products available:

Tier One Joining Bonus - Customers can choose a free Tier One joining bonus
Samsung 43" Smart TV (model UA43U8500HSXNZ)
Samsung 280L White Fridge/Freezer (model RB27N4020WW/SA)
Samsung 8kg Washing Machine (model WW80T4040CE/SA)
Samsung Jet 95 Pet Stick Vac (model VS20C9542TN/SA)
Samsung Premium Soundbar with Dolby Atmos (model HW-Q600F/XY)
Samsung Dishwasher (model DW60M6055FS/SA)
Samsung Galaxy A56 5G Mobile Handset (model SM-A566BZKTXNZ)
Samsung WindFree 3.5kW Heat Pump (model AR12DXEANWKNSA)
Tier Two Joining Bonus - Customers can upgrade to a Tier Two product by making a top-up payment of $300
Samsung 55" Smart TV (model UA55U8500HSXNZ) + Samsung 2.1 Channel 200W Soundbar with Wireless Subwoofer (model HW-B450F/XY)
Samsung 427L Fridge/Freezer (model RB43DG6005B1SA)
Samsung 9kg Washing Machine (model WW90DG6U3ALESA)
Samsung Bespoke AI Jet Elite Vac (model VS80F28DAS/SA)
Samsung WindFree 5kW Heat Pump (model AR18DXEANWKNSA)
Tier Three Joining Bonus - Customers can upgrade to a Tier Three product by making a top-up payment of $700.
Samsung 65" Smart TV (model UA65U8500FSXNZ) + Samsung 2.1 Channel 200W Soundbar with Wireless Subwoofer (model HW-B450F/XY)
Samsung 75" Smart TV (model UA75U8500HSXNZ)
Samsung 488L French Door Fridge/Freezer (model RF48A4010B4/SA)
Samsung 655L side by side Fridge/Freezer (model RS70F65Q5TSA)
Samsung 9kg/6kg Washer Dryer Combo (model WD90HG6U94BESA)
Samsung 12kg Washing Machine (model WW12BB94ADGHSA)
Samsung 9kg Heat Pump Dryer (model DV91T6440LE/SA)
Samsung Galaxy S26 Mobile Handset (model SM-S942BZKCXNZ)
Samsung WindFree 7kW Heat Pump (model AR24DXEANWKNSA)

10.2 Your joining bonus will be ordered once your Term has started. Once your product is ordered, you will receive an update from us with the estimated date you'll receive your tracking number. If an item becomes unavailable and our supplier is unable to provide the exact model specified, Mercury will work with the Supplier to determine a replacement model of equal or greater value. If this occurs, we will contact you to advise of the details of the new product. If you choose not to accept the replacement product, you can terminate this agreement without paying any early termination fees.

10.3 Mobile handsets are compatible with Mercury SIM cards. If your mobile service is with another provider, please contact them for information on SIM card compatibility.

10.4 Where your selected joining bonus is a Heat Pump, you acknowledge and agree that:

(a) You are responsible for arranging and paying for the installation of your heat pump (irrespective of the installer);

(b) You are responsible for the accuracy and completeness of any information you supply to your selected installer regarding the equipment and installation;

(c) You have organised (or will organise) for a certified HVAC installer to complete the installation of the heat pump; and

(d) Where you are not the property owner, you are aware that: i) you will need to obtain all necessary consents from the property owner to install the heat pump and; ii) you have (or will have) suitable arrangements in place with the property owner regarding the ongoing ownership of the heat pump

11 CHANGES TO YOUR JOINING BONUS

11.1 Once the Term of this offer commences you will not be able to change your chosen joining bonus, unless one of the following applies:

(a) where an incorrect joining bonus is delivered by Mercury (or its representatives) to you; and/or

(b) where an exchange occurs pursuant to your rights under the Consumer Guarantees Act 1993, due to a fault with the joining bonus.

11.2 If an incorrect joining bonus is delivered, that joining bonus must remain unopened in its original packaging.

11.3 If you have chosen a mobile handset as your joining bonus and separately signed up for a new Mercury mobile service, your SIM card will be sent when your mobile service commences. Your mobile handset will be dispatched after commencement of this offer, which may be different to your mobile service commencement date.

12 CHANGES TO UPGRADES

12.1 If you have chosen to make a top-up payment to upgrade your joining bonus, and subsequently wish to change your joining bonus, Mercury may in its discretion permit that change prior to the commencement of the Term.

12.2 If your new joining bonus selection also requires a top-up payment, you will need to make a new top-up payment for the new joining bonus you have selected. Your top-up payment for your previously selected joining bonus upgrade will be refunded.

12.3 If your new joining bonus selection is available without a top-up payment being required, your top-up payment for your previously selected joining bonus upgrade will be refunded. If you cancel prior to the start of the Term your top-up payment will be refunded.

12.4 All refunds will be made to your nominated bank account within 10 days of the change or cancellation (as applicable).

13 CHANGES TO PRICING

13.1 All pricing will be subject to change at any time during the Term. You will be given notice of any change in accordance with Mercury's General Terms and Conditions for Residential Customers.

13.2 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 17.25 cent per day (inc GST) Dual Fuel Discount. The Dual Fuel Discount will be applied as a credit in the gas charges section of 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.

13.3 If during the Term you move to a different property, your energy pricing and Dual Fuel Discount may be different at your new property.

13.4 If during the Term you move to a different property, you must retain an electricity and eligible broadband service with us in order to remain eligible for this offer.

13.5 There are no upfront installation costs on standard fibre broadband installations if you're not already connected to fibre. If your home is more than 200m from where the fibre cable access point is on the street, or you need additional internal wiring, there may be an additional installation cost.

14 ROUTER REQUIREMENTS

14.1 Customers who choose a fibre service can choose to receive a Mercury router, or to bring their own device, subject to the device meeting the specifications for a router compatible with Mercury's fibre services. These specifications are available at mercury.co.nz/fibre-BYOD-specs. Using a non-compatible router means you may not be capable of receiving the stated speeds for Mercury's fibre services.

14.2 If you choose wireless broadband, you'll require a Mercury router for this service. The router supplied may be a refurbished device that has undergone thorough testing to ensure it meets our quality and performance standards. Mercury will provide this router to you as a free rental for the duration of your wireless broadband service (refer to clause 13.5)

14.3 When you receive the equipment from Mercury as a consumer, you have rights under the Consumer Guarantees Act 1993 (CGA) and the Fair Trading Act 1986 (FTA).

14.4 A $14.95 postage and handling charge will apply for the delivery of all Mercury-issued routers.

14.5 Router Rental

(a) Ownership: the router remains the property of Mercury, customers renting a router do not acquire ownership rights.

(b) Rental Fee: The router rental is free for all customers who require wireless broadband

(c) Return Policy: The router must be returned within 14 days of service cancellation or fibre upgrade. When your service ends, we'll send you a pre-paid courier return bag. Returns must include all accessories (power adapter, cables) and be in good condition, allowing for fair wear and tear.

(d) Damage & Loss: Charges may apply for missing accessories or damage beyond normal use. If the router is not returned, the replacement cost will be charged to your account.

15 YOUR BROADBAND PLAN AND PRICES

Service	Monthly Charge
Broadband Plan	
120GB (Capped) Wireless Broadband	$69*
300GB Urban Wireless Broadband	$74*
300GB Rural Wireless Broadband	$139*
1000GB Wireless Broadband (specific availability restrictions apply)	$79*
FibreClassic	$99*
FibreMax	$115*
Add Landline with:	
Fibre	$5*

*Prices are subject to change as set out in clause 12.1.

16 CHANGING YOUR BROADBAND PLAN DURING THE TERM

16.1 The following changes are permitted during the Term:

FibreMax customers can downgradeto FibreClassic during the Term.

(a) FibreClassic customers can upgrade to FibreMax during the Term.

(b) Wireless broadband customers may upgrade to FibreClassic or FibreMax during the Term, subject to fibre availability at the property.

(c) Wireless broadband customers may be able to change between wireless broadband plans during the Term. Changing between wireless broadband plans is subject to availability. Wireless broadband customers may switch to a wireless broadband plan with a lower data allowance. However, Mercury cannot guarantee that a higher data allowance will be available in future if customers wish to switch back to a higher allowance plan.

16.2 The following changes are not permitted during the Term:

(a) Moving from FibreClassic or FibreMax to a wireless broadband service or to FibreLite.

17 WIRELESS BROADBAND

17.1 This section 16 applies to customers who select a wireless broadband service.

17.2 Wireless broadband services are not available in all areas, or to all properties or customers within availability areas. In addition, the 1000GB plan is available only in limited areas proximate to cellphone towers. Please contact us or see our website to determine whether wireless broadband is available at your address.

17.3 If you have chosen a capped wireless broadband plan, any unused data from your monthly data allowance will not be carried forward to the following month.

17.4 Additional data packs are available for capped wireless broadband plans and charged at $10 for 10GB. Data packs are either automatically or manually applied. A one-off 10GB data pack is automatically applied when the full monthly data allowance on your capped wireless broadband plan has been consumed (if no manual data packs have been added already, otherwise it will activate after the manually added data pack has been consumed). There is only one automatically applied data pack available per month. There are 4 manual data packs available for purchase per month for the capped wireless broadband plans. Data packs are available for use for 30 days from purchase.

17.5 If you have chosen a wireless broadband plan that is not a capped plan, any unused data from your monthly data allowance will not be carried forward to the following month. Once your full monthly data allowance has been consumed the maximum speeds for your wireless broadband plan will be reduced to 5Mbps until your monthly plan renewal date. Where your maximum speeds have been reduced, you will still be able to use your wireless broadband but you may experience some degradations (such as lower video resolution) when watching video, streaming or loading images. Your speeds may be less than 5Mbps during the period that your maximum speeds are reduced because of other factors that affect wireless broadband speeds (see Mercury's Phone and Internet Terms for details).

17.6 You will be able to check on your data usage, but we are unable to show your data usage in real time. It is updated approximately every hour and, under normal conditions, will reflect usage up to 4 hours earlier. However, in some circumstances, such as when there are large numbers of users on the internet, it can sometimes take longer for your usage information to be updated, particularly at the end of your billing month. It is important that you take this into account when tracking your usage. Whilst we will use our best endeavours to notify you when you have used 80% of your data and 100% of your data, it is ultimately your responsibility to manage and monitor how many megabytes or gigabytes of data you have used.

18 EARLY TERMINATION FEES

18.1 When you sign up to Mercury, we incur costs to provide our services to you, including the cost of any joining bonus as part of your offer. 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 to us.. If you terminate or switch either electricity or broadband 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 $650 in month 1 and will reduce by $27.08 each month over the term of your Agreement.This fee is intended to reflect a reasonable estimate of the costs we incur in providing you with the offer, including any joining bonus, and how those costs reduce over time. We will not charge more than the costs we reasonably incur as a result of your early termination. An early termination fee is only payable once during the Term.

18.2 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.

Months Remaining	Termination Fee
24	$650.00
23	$622.92
22	$595.83
21	$568.75
20	$541.67
19	$514.58
18	$487.50
17	$460.42
16	$433.33
15	$406.25
14	$379.17
13	$352.08
12	$325.00
11	$297.92
10	$270.83
9	$243.75
8	$216.67
7	$189.58
6	$162.50
5	$135.42
4	$108.33
3	$81.25
2	$54.17
1	$27.08
0	$0.00

All prices and fees quoted are inclusive of GST.