

## Terms & Conditions of CLP Power Connect - Energy-Saving Missions

Residential customers with smart meters will be invited selectively to register CLP Power Connect - Energy-Saving Missions (the Scheme) to earn Eco Points from the Eco Reward Scheme (the Reward) to reward their energy saving effort within the specified hours on the event days of Energy-Saving Mission (the Events) upon CLP notification.

Brief of Power Connect - Energy-Saving Mission (The Event (s))	
1. How to enroll ?	<ul style="list-style-type: none"> <li>Invitation will be sent to the account holder of the selected address with smart meter via mailing, email or SMS. Participants can register either i) online via the QR code on the invitation letter or e-DM or SMS or ii) call our hotline on 26780555.</li> </ul>
2. When will Energy-Saving Mission (the Event day) apply?	<ul style="list-style-type: none"> <li>Specified hours (usually around 4 hours) on a high load summer day (CLP will inform the exact date and time period of the Events).</li> </ul>
3. When and how will I be notified the date and time of the Event?	<ul style="list-style-type: none"> <li>The specified hours will be notified around 4-6 hours before start of the event by SMS, app push or email.</li> </ul>
4. How to calculate energy saving and Energy Saving Reward? (Please refer to the Clause 5 of the T&C to know more)	<ul style="list-style-type: none"> <li>For every unit of electricity saved during the specified hours on the Event day, you will earn 200 Eco Points. Extra 100 Eco Points for each unit of electricity saved will be credited if apply the designated smart gadget during the SSR Event. Save more and earn more.  <math>\text{Electricity saved (kWh)} = \text{*Baseline energy usage} - \text{energy usage during specified hours on the Event day}</math>  <math>\# \text{ Energy Saving Reward} = \text{Electricity saved (kWh)} \times 200 \text{ Eco Points}</math>   *Baseline usage is calculated by making reference to the 10 working days (Monday to Saturday, except public holidays and past Event days) preceding the Event day and taking the 3 days with the highest energy usage of same specified period (e.g. 18:00-22:00 of the Event day) to set the average energy consumption.  #Energy Saving Reward will be calculated on event basis. </li> <li>You will be rewarded by participating in various part of the Scheme, please refer to Clause 4 for full details.</li> </ul>

### 1. General Terms and Conditions

- 1.1. By participating the Scheme, participants are deemed to have understood the methods of participation and the scheme details, and shall accept and agree to be bound by the following Terms and Conditions, as well as the Disclaimer set out in CLP Power website at [www.clp.com.hk](http://www.clp.com.hk).
- 1.2. CLP may, at its absolute discretion to determine the eligibility of participants. CLP shall not be obligated to interfere with any person or party for any matter related to this Scheme.
- 1.3. CLP shall not be responsible for any matter relating to the products and services provided by smart product suppliers or any other product suppliers related to this Scheme. Any matters relating to the quality, service, maintenance or value of smart products or other products and services provided by any other product suppliers shall be resolved directly between the participants and the relevant product suppliers.
- 1.4. Smart product(s) offered for free trial in the Scheme cannot be resold or transferred to others, or for the purpose of profits making, otherwise CLP may execute the right to disqualify the relevant participant, terminate all current and unused Eco Points and related entitlements, and request the participant to return the smart products to CLP or repay the market price of the smart product.
- 1.5. If participants entering free trial of smart product withdraw from the Scheme, or stop internet connection of the smart product or its pairing with air-conditioner, or use the smart product out of registered address or any other reasons fail to finish the Event(s), the participants shall agree that

- CLP may execute the right to request participants to return the smart product to CLP or repay the market price of the product and disqualify the relevant participant and immediately suspend all earned or coming Eco Points and other related entitlements.
- 1.6. All Rewards and prizes cannot be resold, refunded, redeemed for cash or other products and offers (except specified redemption activities).
  - 1.7. Participants cannot object to the energy saving calculation method, rewards and result notification of the Scheme.
  - 1.8. If any of the rewards or products relating to the Scheme is lost, CLP shall not accept any responsibility for any replacement.
  - 1.9. Participants shall not assign, transfer or dispose of, in whole or in part, any rights, duties and obligations under these Terms and Conditions.
  - 1.10. Any participant who intentionally performs any unlawful or improper conduct in the Scheme to impair the fairness and fairness of the activity or use any computer programme to deceive will be automatically cancelled without prior notice. CLP reserves all legal rights to recover damages or other compensation from the participants concerned.
  - 1.11. CLP reserves the right to cancel the participant's eligibility if we believe that any participant is involved in fraudulent or abusive use of the Scheme or does not comply with the Scheme's procedures or Terms and Conditions.
  - 1.12. If, for any reason, CLP is not capable of conducting this Scheme or the Events as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of CLP Power and Ambi Labs Limited which corrupt or affect the administration security, fairness or integrity or proper conduct of this Scheme, CLP and Ambi Labs reserves the right in its sole discretion to take any action that may be available and appropriate.
  - 1.13. To the extent permitted by law, CLP shall not be responsible for any loss, damages, or liability (whether direct, indirect or otherwise), including but not limited to any loss of income, profit or reputation, arising in any way out of: (1) any technical failure or malfunction or any other problem in any computer, internet network or system, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of CLP Power, (2) any shortage or inadequacy of any third party-service, (3) any notice or correspondence which is misdirected, delayed, altered or lost in the information transmission or otherwise.
  - 1.14. Participants understand and agree that (a) any material to be downloaded or otherwise obtained through the use of this Scheme is accessed at participants' own discretion and risk, and participants will be solely responsible for any damage to participants' computer system or loss of data that results from the download of any such material; (b) Any advice or information, whether oral or written, obtained by participants from the Scheme or through or from the service shall not create a warranty unless otherwise state in the terms and conditions of the Scheme.
  - 1.15. If any of these Terms and Conditions becomes or is declared illegal, invalid or unenforceable for any reason, such Terms and Conditions shall not affect the legality, validity and enforceability of the other Terms and Conditions.
  - 1.16. These terms and conditions shall be governed by the laws of Hong Kong. The participants agree to irrevocably submit the exclusive jurisdiction of the courts of Hong Kong.
  - 1.17. The English version of these Terms and Conditions shall prevail in case of any discrepancy between the English and Chinese versions.
  - 1.18. CLP Power has the absolute right to amend, delete or supplement any of these terms and conditions in its sole discretion, and to change, suspend or terminate this Scheme at any time without giving prior notice to the participants in its sole discretion.
  - 1.19. Regarding any dispute arising from the Scheme, the decision of CLP shall be final and binding.

## 2. Eligibility and enrolment

- 2.1. This Scheme is only applicable to residential customer accounts of the selected address with smart meters. Participant should be a CLP Power registered electricity account holder, a representative of such an account holder or an occupant of the Selected Address.
- 2.2. Participating accounts must be valid under the same Customer Account and electricity account holder.
- 2.3. The employees of CLP Power are not eligible to this Scheme.
- 2.4. Invitation will be sent to the account holder of the selected address with smart meter via mailing, email or SMS. Participants can register either i) online via the QR code on the invitation letter or e-DM or SMS or ii) call our hotline on 26780555.
- 2.5. Participants must provide (1) Register Name, full Account Number, residential address, valid email address and updated mobile phone contact for the purpose of verification and Events notifications, or (2) CLP Power Online Account in order to complete the whole application procedures. Participants also keep CLP updated of their contact information such as mobile phone number and email address so as to receive the updated news of date and time of the Events, energy saving results and reward details. Participants may email to [csd@clp.com.hk](mailto:csd@clp.com.hk) or contact 26780555 to update the contact information.
- 2.6. To encourage customers achieving continuous energy saving, the Scheme has been upgraded to one of the CLP regular activities. Participants who enrol the Scheme means they agree to join Power Connect Programme, sign up the Scheme and continue to participate in the activities under the Scheme from this year onwards until opt out. If participants wish to opt out from the Scheme, please contact 26780555 or email to [roadshow@clp.com.hk](mailto:roadshow@clp.com.hk).
- 2.7. This Scheme is one of energy saving initiatives of CLP Power Connect Programme. Participants who enrol in the Scheme must be CLP account holders with smart meter and participants of Power Connect Programme. If Participant has not yet enrolled Power Connect Programme, participants should enrol Power Connect Programme once sign up the Scheme. (please refer to <https://www.clp.com.hk/en/news-promotions/powerconnectnc> for Power Connect Programme's terms and conditions).
- 2.8. CLP may terminate any participants if they move out from the registered address, suspend their account or change their tariff type to Staff or Non-residential Tariff. All the related entitlements (include current or coming rewards) will be forfeited.
- 2.9. CLP accepts no responsibility to any failure to enter or complete the registration result in any during the Registration Period. Entry will be considered as accepted upon receipt by CLP. CLP shall not be responsible for any lost, incomplete, late or misdirected entries, and not responsible for technical difficulties in the entry mechanism and does not warrant that the entry mechanism will be available at all time.
- 2.10. All eligible participants must ensure that all information provided should be true, accurate, complete and update, and promptly keep the information true, accurate, complete and update without any fraud on submission of personal data, or false submission of personal data of others. Participants shall be responsible for any loss, damage or liability arising out of or in connection with any fraud on submission of personal data, or false submission of personal data of others, and indemnify and hold CLP Power and the relevant party harmless for any loss, damage, claim arising out of or in connection with any fraud on submission of personal data, or false submission of personal data of others.

## 3. Participate in Smart Product Trial to finish Energy-Saving Missions

To test out if use of smart product helps saving more energy for smart meter customers, CLP and smart product supplier work together to offer free trial of Smart Control (only applicable to the first 250 pcs while stock lasts) or redeem Smart Control at half price offer (applicable to 251<sup>st</sup> – 500<sup>th</sup> products while stock lasts) to let participants enjoy the full benefits of smart technology applications while earning extra rewards from taking part in the Scheme. Participants should also confirm to

accept the terms and conditions included in the Letter of Agreement – Smart Product Trial of 2021 Energy-Saving Mission. Information of smart product will be released soon.

- 3.1. Participants joining the smart product free trial of Ambi Climate last year can sign up again this year and allow CLP to control air conditioner via Ambi Climate during the Event. Extra 100 Eco Points will be offered for each unit of electricity saved. (Please refer to Clause 4 of Terms & Conditions for reward details.) Please call us at 2678 0555 to sign up and confirm to accept the terms and conditions included in the Letter of Agreement – Smart Product Trial of 2021 Energy-Saving Mission.

#### 4. Rewards

- 4.1. Participants can earn Eco Points to redeem fabulous prizes on Smart Shopping website after completion of required activities and saving energy in the Event(s). The rewards include:
  - a. **Sign up Rewards**
    - Participants who sign up the Scheme, agree to participate in the Scheme from this year onwards and agree not to opt out from the Scheme can earn 500 Eco Points.
  - b. **Participation Rewards**
    - Participants complete at least half of the total number of Events with energy saving will earn 500 Eco Points. Eco Points will be credited to CLP Online Account of the participants by 31 Dec every year.
  - c. **Energy-Saving Rewards**
    - 200 Eco points will be rewarded for each unit of electricity saved within the specified hours on the Event Day(s). The more electricity you save, the more Eco Points you will earn.
  - d. **Smart Product Trial Reward**
    - Qualified participants entering smart product trial complete the Events with smart product and user feedback survey can earn extra 100 Eco Points for each unit of electricity saved. To understand more about the calculation method of energy saving, please refer to Clause 5 of this Terms and Conditions.
  - e. **Energy-Saving Quiz Reward**
    - Participants who complete all energy-saving quiz and answer the questions correctly by 31 July 2021 can earn 300 points.
    - Eco Points will be credited to CLP Online Account of the participants by 31 Dec 2021.
  - f. **Binding with CLP Electricity Account Reward**
    - Participants download CLP app and complete binding with CLP Online Account for the first time can earn 500 points.
    - Eco Points will be credited to CLP Online Account of the participants in 14 working days after completing the binding for the first time.
  - g. **eBill Registration Reward**
    - Participants register eBill for the first time can earn 500 points.
    - Eco Points will be credited to CLP Online Account of the participants after completing the eBill registration for the first time.
  - h. **Activate eBill Notification Reward**
    - Participants can receive 100 points per eBill notification they receive.
    - Eco Points will be credited to CLP Online Account of the participants after receiving each eBill notification.
  - i. **Play & Earn Reward**
    - Participants who login and complete binding with CLP Online Account, and play “Eco Fun” Mini Game for consecutive 2 months can earn 750 points maximum.

Details of reward f - i above are listed in Power Connect – Earn Points Strategy

( <https://powerconnect.clp.com.hk/en/CLP-PowerConnect-Global-Component/News-Events/Earn-Points-Strategy>) website.

- 4.2. Unless otherwise specified, preliminary energy saving results and reward will be uploaded to Energy-Saving Missions Dashboard after the Event(s).
- 4.3. The final rewards of Energy-Saving Mission will be released in the next billing cycle after each Event. Participants can go to CLP Online Account to check their rewards in the Eco Points History.

## 5. Energy Saving Reward Calculation Method

200 Eco Points will be rewarded for each unit of electricity saved (1 kWh) within specified hours on the Event day.

### 5.1. Calculation for Energy Saving Reward

- a. Electricity saved (kWh) = \*Baseline energy usage – energy usage of specified hours on the Event Day
- b. Energy Saving Reward = Electricity saved (each 1 kWh) x 200 Eco Points, participants entering smart product trial can earn extra 100 Eco Points for each unit of electricity saved.
- c. \*Baseline usage is calculated by making reference to the 10 working days (Monday to Saturday, except public holidays and the past Event days) preceding the Event Day and taking the 3 days with the highest energy usage of same specified period (e.g.18:00-22:00 of the Event day) to set the average energy consumption.
- d. We calculate the energy consumption saved (if any) by comparing energy usage during the specified period of the Event against the baseline usage.
- e. The final saving value calculation of each unit of electricity saved will be round up to an integer. For example, 2.3 kWh will be rounded up to 3 kWh. Since each unit of electricity saving will earn 200 Eco Points = 3 kWh x 200 Eco Points, participant will earn 600 Eco Points as Energy Saving Reward.
- f. Energy Saving Reward will be calculated on event basis. For example, participants saved 2kWh electricity each in two events, then they can earn 800 Eco Points (2 x 2kWh x 200 Eco Points).

5.2. Energy Saving Reward shall be determined based on the participants' actual consumption. However, in case of any data interruption, transmission blackout, delayed transmission due to Internet, computer or communication system failure or whatever circumstances causing data collection failure for energy saving or above rewards calculation, participants shall accept that Energy Saving Reward will be subjected to an estimated consumption based upon the participant's previous actual consumption, and in any event if the rewards are determined based upon the participant's actual or estimated consumption, there will not be any adjustments made afterwards.

5.3. In case of long overdue payment of Participant accounts, or disconnection or repair or malfunction of smart meter of the registered address on the Event day due to whatever reasons, CLP has its sole discretion to disqualify participant's energy savings made on the Event day and cancel all related entitlements without compensation.

5.4. CLP reserve the right to alter, change energy saving calculation method and rewards at any time without prior notice.

## 6. Electricity Consumption Data

- 6.1. Electricity consumption data will be available to Participants with a time lag of 12 hours, unless the operation of the programme has been affected for any reason.
- 6.2. Participants will be able to retrieve electricity consumption which are available and uploaded in our system.
- 6.3. Where there are discrepancies or inaccuracies in electricity consumption data due to whatever reason, CLP will use its best endeavours to rectify and update the affected data in a timely manner.
- 6.4. The Participant acknowledges and agrees that:
  - a. The data display on CLP web or app is for reference only and there may be a discrepancy with participant's electricity bill, it doesn't reflect the actual usage of consumption and actual



consumption saving. Actual usage shown in the participant's electricity bill will prevail in the event of any discrepancy.

- b. The display of hourly and daily data depends on the quality of the transmission connection. In the event of poor connectivity, there may be delay in the availability of data.
- c. CLP makes no representation or warranty as to the accuracy, timeliness, completeness or reliability of any data shown on CLP web or app, and no responsibility or liability is accepted over the use or reliance upon any such data

## 7. Eco Points from the Eco Rewards Scheme

The Participants will be awarded Eco Points from the Eco Rewards Scheme through participating in various energy saving activities of the Scheme. Usage of Eco Points is subject to Terms and Conditions specified in <https://www.clp.com.hk/en/customer-service/frequency-asked-questions/about-eco-power-360>

## 8. Termination

- 8.1. Participants may terminate his/her participation of the Scheme at any time by giving CLP verbal notice, or written notice via letter or email. CLP may terminate the participant's participation of the Scheme at any time if the participants breaches any of the Terms and Conditions contained herein.
- 8.2. Upon termination, all privileges granted to the Participants under the Scheme shall cease. Termination shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision contained in the Scheme which is expressly or by implication intended to come into or continue in force on or after such termination.

## 9. Personal Information Collection Statement Purpose of Personal Information Collection

CLP may use the personal data (including payment information) and electricity consumption data you provide to process "Power Connect Programme -Energy-Saving Missions" ("the Scheme") and any directly related purposes. CLP may also use such personal data:

- to reply and follow up enquiries, and provide support services;
- to communicate with you including invitation to attend event(s) for publicity and/ or promotion purposes in 12 months after the end of the Scheme;
- to verify your identity before processing your request;
- to offer, accumulate and redeem the rewards & Eco Points;
- to handle issuing of receipts, payments and sales orders;
- to conduct electricity usage, usage pattern and efficiency analysis;
- to conduct research and statistical analysis;
- to enable you to better understand your energy usage;
- to provide consumption alerts and other related messages of the Scheme;
- to gain an understanding of your energy needs;
- to provide energy related services, hints and tips on energy conservation;
- to process Power Connect Programme application and provide updated news of related activities.

You provide your personal data on a voluntary basis, but in the absence of your name, power supply address, mobile phone number and email address, we may delay or refuse your eligibility for participation or reward due to inability to evaluate. CLP will distribute relevant information of the Scheme via mailing, e-mail, CLP mobile App push or SMS, including but not limited to enrolment

acknowledgment, kick-start notice of “Event (s) through the mobile App or SMS, conducting surveys and reward of Eco Points etc (whenever appropriate).

### Transfer of Personal Data

If necessary, for any of the purposes stated above, CLP may transfer your personal data to the third parties, including:

- Smart product suppliers that assist in executing this Scheme; and
- related CLP companies, including subsidiaries and affiliated companies within the CLP Group in Hong Kong; and
- service providers (including service providers outside Hong Kong and cloud service providers) engaged by CLP for any of the purposes stated above.

CLP will disclose data when required to do so by law and may also disclose such data in response to requests from law enforcement agencies, government departments or regulatory authorities.

### Access and Correction of Personal Data

You have a right to request access to, the correction and erasure of, your personal data in accordance with, where applicable, the provisions of the Personal Data (Privacy) Ordinance (Cap. 486), and any other data protection law as applicable. Requests for access, correction and/ or erasure of personal data, where applicable, should be made by email to our Data Protection Officer at [csd@clp.com.hk](mailto:csd@clp.com.hk)

### Privacy Policy Statement

You can find out more about CLP's policies on privacy and personal data protection by accessing our privacy policy statement available on the CLP website at <https://www.clp.com.hk/en/privacy-policy>.

*\* Unless specified otherwise, references to "CLP" shall mean CLP Power Hong Kong Limited and the "CLP Group" shall mean CLP Holdings Limited, its subsidiaries and affiliates.*