

ScottishPower "Half Price Weekends": Terms & Conditions

1. Introduction

These terms and conditions ("**Terms**") govern ScottishPower's Half Price Weekends Offer (the "**Offer**") offered by ScottishPower Energy Retail Limited, a company registered in Scotland (Company number: SC190287) and having its registered address at 320 St. Vincent Street, Glasgow, Scotland, G2 5AD ("**ScottishPower**").

By participating in the Offer, you agree to be bound by these Terms and the decision(s) of ScottishPower, which are final and binding in all matters relating to the Offer.

Participation in any aspect of the Offer constitutes acceptance of these Terms.

Under these Terms, "**Participant"** means a ScottishPower customer who chooses to sign up to the Offer.

2. The Offer Period

The duration of the Offer is for the period between 12:00am on 31st October 2024 and 11:59pm on 30th April 2025 (the "**Offer Period**").

ScottishPower may at any time in its sole discretion:

- (i) extend the duration of the Offer upon written notice; or
- (ii) withdraw or suspend the Offer following no less than two weeks' written advance notice.

All times set out in these Terms are either GMT or BST, as applicable from time to time.

3. Offer Details

The Offer shall include Events whereby Participants are encouraged by ScottishPower to use less electricity between 1600 – 1900 during Monday – Friday (subject to variation from time to time) and instead use electricity during specified periods("**Events**").

Types of Events shall include but are not limited to:

- (iii) **Weekend Events,** whereby Participants shall be automatically opted-into this Event between 11am and 4pm every Saturday and Sunday for the full duration of the Offer, unless otherwise communicated by ScottishPower ("Weekend Events"); and
- (i) **Bonus Events**, the details of which shall be notified to Participants in advance, which may be promoted at any time by ScottishPower ("**Bonus Events**").

ScottishPower do not guarantee a minimum number of Bonus Events.

Bonus Events may be called at any time in the sole discretion of ScottishPower.

Participants must explicitly opt in to Bonus Events in accordance with the specified procedure notified by ScottishPower to participate in such Bonus Events.

4. Offer Eligibility

Subject to the Exclusions at paragraph 5, the Offer is only available to ScottishPower customers who:

- (a) are legal residents of Great Britain (excluding Northern Ireland) and aged 18 years or over;
- (b) have electricity supplied by ScottishPower;
- have a "Communicating" electricity smart meter, meaning any electricity smart meter which is sending accurate half hourly meter readings on a regular basis without any persistent issues;

- (d) have an online account with ScottishPower; and
- (e) consent to ScottishPower collecting electricity smart meter reading data every halfhour.

After ScottishPower customers sign up to the Offer via their online account, ScottishPower may take up to 14 days to: (i) check eligibility; and on that basis (ii) confirm when the Participant may participate in Events. Any electricity used before such confirmation of eligibility shall not be included in this Offer.

In the event that a ScottishPower customer is not eligible, ScottishPower will communicate this to the ScottishPower customer within 28 days of their sign-up to the Offer.

5. Exclusions

The Offer is not available to ScottishPower customers who:

- (a) have Prepayment meters,
- (b) are signed up to any of ScottishPower's 'Heat Pump Saver' tariffs;
- (c) are signed up to 'EV Optimise';
- (d) have two or more Meter Point Administration Numbers associated to their property or electricity meter ("related MPANs" or "Related Metering Points"); or
- (e) have outstanding, unpaid, or overdue charges that are payable to ScottishPower.

A Participant shall no longer be eligible for the Offer in the event that, at any time:

- (a) a Participant switches energy supplier in accordance with the applicable terms;
- (b) a Participant moves home unless such Participant signs up under the details of their new address (subject to eligibility); or
- (c) ScottishPower deems in its sole discretion that a Participant's smart meter is non-Communicating, meaning a smart meter which:
 - (i) Is not sending accurate half hourly meter readings on a regular basis or during event times;
 - (ii) has no communication for 10 consecutive working days;
 - (iii) has lost smart functionality; or
 - (iv) ceases to communicate entirely.

ScottishPower reserves the right to verify the eligibility of all Participants on an ongoing basis. If at any point ScottishPower deems that a Participant is no longer eligible for the Offer, ScottishPower reserves the right to remove them from the Offer. ScottishPower will monitor the Events and may remove Participants from the Offer if ScottishPower reasonably believe that any Participant has abused the Offer in breach of these Terms or fraudulently claimed any rewards. In the event of suspected fraud, abuse, misuse, or breach of these Terms, ScottishPower reserves the right to:

- (a) cancel, withdraw, or reclaim any rewards made to Participants under the Offer;
- (b) end or suspend the Offer; and/or
- (c) stop Participants from participating in the Offer.

Although communications may be via email, ScottishPower reserves the right to determine in its sole discretion the most appropriate digital method of communication for information pertinent to the Service, including communications via the ScottishPower app (the **"App**").

For the avoidance of doubt, this Offer only applies to the supply of electricity to Participants and does not apply to the supply of gas.

6. Payments

Electricity used by Participants during Events shall be charged at the normal unit rate and such Participants shall later receive a credit ("Credit"), as identified on the relevant bill(s), for the electricity used during Events.

ScottishPower shall use smart meter readings to calculate how much electricity each Participant has used during an Event. Any applicable Credit shall be calculated by multiplying electricity used by a Participant during an Event by half of the Participant's primary electricity unit rate (excluding VAT). The Participant's daily standing charge shall be unaffected by the Offer and shall be paid by the Participant at the normal rate.

Once ScottishPower has calculated the electricity used by the Participants during each Event, Credit earned by Participants will be itemised as 'Power Saver credit' on the relevant Participant's bill or statement issued after the billing period in which the Event occurred.

It may take up to a week for a Participant's electricity use to be calculated, depending on when ScottishPower receive smart meter readings. Where a Participant's smart meter does not communicate during an Event, no Credit shall be payable.

Any due Credit(s) cannot be substituted for another compensation, such as cash value, nor transferred to another account holder.

7. Limits

For all Events, each Participant is subject to an electricity consumption limit of 50kWh per day ("Daily Usage Limit"), meaning that a Participant shall only receive Credit for any electricity use during Event times up to the Daily Usage Limit. Any electricity that a Participant uses which exceeds the Daily Usage Limit shall be charged at their otherwise agreed electricity rate. ScottishPower reserves the right to raise the Daily Usage Limit at its reasonable discretion. All Participants are encouraged to use energy supplied under the Offer responsibly.

The Offer is separate to a Participant's energy tariff and does not impact any other contract that a Participant may have with ScottishPower. Any Credit that a Participant may earn from participating in Events is separate from the applicable electricity tariff and will be itemised on the relevant electricity bill. Full terms and conditions for ScottishPower's available tariffs which apply in addition to these Terms are available at https://www.scottishpower.co.uk/legal/terms-and-conditions (the "General Terms"), and may be subject to change. If there is any conflict between these Terms and the General Terms, these Terms take priority.

The use of all electricity supplied under this Offer must be for the Participants own use.

8. General

ScottishPower will use each Participant's personal data to administer the Offer, including keeping each Participant informed with news and updates relating to the Offer. For more information on how ScottishPower manages each Participant's personal data, including how to exercise applicable data protection rights, please visit ScottishPower's privacy notice at <u>www.scottishpower.co.uk/privacy</u>.

ScottishPower, its agents or distributors will not in any circumstances be responsible or liable to compensate any Participant or customer or accept any responsibility or liability for any damage, loss, liability, personal injury, or disappointment incurred or suffered by any Participant or customer in connection with the Offer except to the extent which any applicable law prohibits any exclusion of liability or responsibility.

ScottishPower reserves the right to amend these Terms at any point following advance written notice and the decision of ScottishPower will be final in the event of any dispute regarding any aspect of these Terms.

ScottishPower reserves the right to refuse participation in the Offer or refuse to reward anyone that is in breach of these Terms.

ScottishPower is not responsible for any technical issues or delays that may impede participation in the Offer.

In the event of fraud, abuse, or violations of these Terms, ScottishPower reserves the right to take appropriate actions, including the revocation of the discounts and reporting to relevant authorities.

These Terms shall be governed by Scots law and shall be subject to the exclusive jurisdiction of the courts of Scotland.