

## ScottishPower Power Saver: Terms & Conditions

### 1. Introduction

These terms and conditions (“**Terms**”) govern ScottishPower’s ‘Power Saver’ service (the “**Service**”) run 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 using the Service, 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 Service.

Use of any aspect of the Service constitutes acceptance of these Terms.

Under these Terms, “**Participant**”, “**you**” or “**your**” refers to a ScottishPower customer who chooses to sign up to the Service.

### 2. Service Details

The Service is a free service available to all eligible ScottishPower customers, who will be offered the opportunity to shift electricity consumption at certain times on certain days (“**Events**”). Events may include, but are not limited to: (a) reducing electricity use at peak times against a baseline, which is a forecast of normal use based on historic smart meter data; and (b) shifting more electricity use to a certain time on a certain day.

The Service will comprise of different Events as part of specific offers (“**Offers**”). For each Event, Participants may earn credits for taking part. Specific rewards as part of each Offer will be outlined to the Participant in line with specific Offer terms and conditions at time of sign up.

Any rewards generated will be applied to the Participant’s bill as a credit. Rewards included in a bill will be equivalent to the Events which took place within the billing period, unless: (a) there is an Event close to the billing period start or end date; and (b) we do not yet have smart meter data, in which case the reward will be applied as a credit in the next available bill.

For all Participants, where we do not receive smart meter data for a period during an Event, the Participant will not be rewarded.

This Service may be withdrawn or suspended at any time by ScottishPower in its sole discretion, acting reasonably, following no less than two weeks’ written advance notice.

### 3. Service Eligibility

Subject to the Exclusions at paragraph 4, the Service is available to ScottishPower customers who:

- (a) are legal residents of Great Britain (excluding Northern Ireland) and aged 18 years;
- (b) have electricity supplied by ScottishPower;
- (c) 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 half-hour.

After ScottishPower customers sign up to the Service via their online account, ScottishPower

may take up to 14 days to: (i) check eligibility; and on that basis (ii) confirm when the ScottishPower customer may use the Service. Any electricity used before such confirmation of eligibility shall not be included in this Service.

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 Service.

#### 4. Exclusions

The Service is not available to ScottishPower customers who:

- (a) have a 'Prepayment' meter;
- (b) have two or more Meter Point Administration Numbers associated to their property or electricity meter ("related MPANs" or "Related Metering Points"); or
- (c) have outstanding, unpaid, or overdue charges that are payable to ScottishPower.

A Participant shall no longer be eligible to use the Service 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 with ScottishPower for 10 consecutive working days;
  - (iii) has lost smart functionality; or
  - (iv) ceases to communicate with ScottishPower entirely.

Further eligibility criteria and exclusions may apply to Offers and Events as part of the Service. Further eligibility criteria will be outlined to Participants when such Offers and/or Events are offered to Participants as part of the Service. ScottishPower reserves the right to verify the eligibility of all Participants and may remove Participants from the Service if ScottishPower reasonably believe that any Participant has abused the Service 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 Service;
- (b) end or suspend the Service; and/or
- (c) top Participants from participating in the Service.

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 digital app.

The Service is separate to a Participant's energy tariff and does not impact any other contract or energy supply arrangement that a Participant may have with ScottishPower. Any credit that a Participant may earn from participating in Offers or 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. Furthermore, these Terms are in addition to the applicable terms and conditions which govern your use of the 'Power Saver' App (the "**Power Saver App Terms**"). If there is any conflict between these Terms and the General Terms, or these Terms and the Power Saver App Terms, these Terms take precedence.

## 5. General

ScottishPower will use your personal data for the purpose of administering the Service, including keeping you informed with news and updates relating to the Service. For more information on how ScottishPower manages your personal data, including how to exercise your applicable data protection rights, please visit ScottishPower's privacy notice at [www.scottishpower.co.uk/privacy](http://www.scottishpower.co.uk/privacy).

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 this Service except where 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 is not responsible for any technical issues or delays that may impede use of the Service.

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/rewards 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.