



Terms and Conditions for Home Energy Management Trial

These terms and conditions (**Terms**) explain what you need to know about the terms and conditions of taking part in the Home Energy Management Trial (the **Trial**). Please read them carefully before proceeding. By signing up to the Trial you agree to be bound by and abide by these Terms.

All references in these Terms to **us**, **we**, and **our** means AGL Energy Services Pty Limited (ABN 57 074 821 720). All capitalised terms used in these Terms which are not otherwise defined have the same meaning as in your agreement with us or any of our related entities (**AGL**) for the supply of electricity.

1. Eligibility

To be eligible to participate in the Trial:

- a. you must be a residential customer;
- b. AGL must be and remain your electricity retailer at your Supply Address;
- c. the electricity account for your Supply Address must be in your name and you must be the owner or a lawful tenant at the Supply Address;
- d. you must have a mobile device running iOS 16 and above or Android 11 and above;
- e. you must download and install the Alice App ([Android](#) / [iOS](#)) on your mobile device and agree to the terms of use and privacy policy;
- f. you must have a Digital Meter at the Supply Address which is capable of recording energy usage;
- g. you must have at least two eligible devices installed at your Supply Address. For a list of eligible devices, please see <https://next.agl.com.au/innovation/home-energy-management-trial#asset-eligibility>;
- h. you must have an internet connection with WiFi connectivity at your Supply Address; and
- i. you must be willing to actively engage with the Alice energy management system during the Trial period.

2. Trial period and termination

- a. The Trial (and these Terms) start when you create an account in the Alice app.
- b. The Trial and these Terms end on 30 April 2025, unless otherwise extended by mutual agreement between both parties (**End Date**).
- c. You can end your Trial at any time by emailing HEMS@AGL.COM.AU and giving 10 business days' notice.
- d. We reserve the right to remove you from the Trial at any time on 10 business days' notice, or immediately if you are in breach of these Terms or are no longer eligible to participate in the Trial.



- e. If you terminate your trial or are terminated from the Trial before the End Date, you will no longer be eligible to receive a gift card in accordance with clause 4.a.

3. Customer obligations

By participating in the Trial, You are required to:

- a. complete five (5) surveys sent via email, which take approximately 10 minutes each to complete;
- b. keep the Alice app installed on your device throughout the Trial period; and
- c. participate in two moderated online interviews.

4. AGL Obligations

- a. AGL will provide you with a gift card valued at \$300, provided that you have stayed on the Trial for the full Trial period and met your obligations in Clause 3.
- b. The gift card will be emailed to your email address associated with your AGL energy account within 20 business days of the conclusion of the Trial period.

5. Liability

- a. You are responsible for any decisions you make regarding your participation in the Trial, and any changes to your electricity consumption at the Supply Address. This includes assessing and considering any damage that may be caused to your devices or appliances as a result of your participation in the Trial.
- b. To the extent permitted by law, we do not accept liability to you for: (1) loss of profits or revenue or anticipated savings; (2) loss or denial of opportunity; (3) any losses caused by you (e.g. through your negligence); (4) losses resulting from your failure to take reasonable steps to avoid or minimise your loss; or (5) special, incidental or punitive damages, suffered or incurred by you in connection with or arising out of these Terms or the Trial, except to the extent that we cause that damage or loss because we breach these Terms or are negligent.

6. Privacy

- a. We will handle your personal information in accordance with our privacy policy at www.agl.com.au/privacy-policy
- b. You consent to AGL contacting you in relation to the Trial.



7. Data collection, use and retention

- a. As part of this trial, you will be asked to participate in a survey and recorded interviews with Maze.Design Limited (**Maze**), so that we can better understand your use of Alice.
- b. AGL will use a research tool from Maze to collect some personal, household and usage data about you. This will include but not be limited to your name, and information about your home and household, such as number of rooms, location, dwelling type, household.
- c. Personal and household information about you is collected strictly for the purposes of understanding your household demographics and will not be used for any other purpose other than for this Trial. AGL will delete this data within 90 days of the conclusion of the Trial.
- d. Any usage data we collect will be used to determine how you use your devices during this Trial, but AGL will also use deidentified usage data for other purposes. Deidentified usage data will be retained indefinitely by AGL.
- e. By participating in the Trial, you agree to receive direct marketing communications from us.
- f. Your personal information will be handled in accordance with the Privacy Act 1988 (Cth), the AGL Privacy Policy, Amp X Limited's (**Amp X's**) Privacy Policy and the Maze Privacy Policy and Addendum, and may be disclosed to locations set out in AGL's Privacy Policy. For more information, please see [AGL's Privacy Policy](#), Amp X's Privacy Policy and [Maze's Privacy Policy](#) and [Addendum](#).

8. Governing laws

The laws of the state or territory of your Supply Address apply to these Terms. You agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.