



You Choose full Terms and Conditions

The following terms and conditions cover customers who sign up to the You Choose offer. They're broken in to two sections;

1. For customers with a DSL broadband connection (either ADSL or VDSL) or customers with a fibre broadband connection.
2. For customers with a wireless broadband connection.

1. Terms and Conditions for a Fixed Term Agreement - DSL or Fibre

New customers

Offer available to new residential customers taking power and broadband together at one property. This offer is not available to customers who have had their services with Trustpower within the last 12 months. This offer may be subject to change or expiry without prior notice. 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. For more information please call us on 0800 87 87 87.

Terms & Conditions

Effective 27 February 2020

Application

These Terms and Conditions apply to the agreement for broadband, phone, power and/or gas entered into between you and Trustpower. They apply in addition to Trustpower's standard terms and conditions for the supply of phone and internet services (Trustpower Customer Terms and Conditions for Telephone and Internet services), energy (Trustpower Customer Service Agreement) and LPG (Trustpower Terms for the supply of LPG) – together, all of these terms and conditions comprise the **Agreement** with you. If there is any conflict between these Terms and Conditions, the Trustpower Customer Terms and Conditions for Telephone and Internet services, the Trustpower Customer Service Agreement or the Trustpower Terms for the supply of LPG, these Terms and Conditions shall prevail.

Term

The term of the Agreement for power and internet services (**Term**) is 24 months. This term starts at the end of any "cancellation period" that applies to you, or when your chosen broadband and power services have both been connected with Trustpower, whichever is the later. If you have chosen a fibre service and fibre is not yet connected at your address, your Agreement will not commence until both power and fibre are connected at your address. If you have elected to take an ADSL/VDSL or wireless broadband service from Trustpower until your fibre is connected, you will pay the ADSL/VDSL or wireless broadband prices until fibre is connected. There is no fixed term for that ADSL/VDSL or wireless broadband service, and you can cancel at any time without needing to pay any exit fees. There is no fixed term for gas or phone services. If Trustpower changes the terms of the Agreement during the Term and you believe that change will be detrimental to you, please contact us. We will either let you remain on the existing terms of the Agreement or let you terminate the Agreement without paying any exit fees.

Where minor changes are made to the terms of this Agreement that more closely align it with good industry practice or mandated requirements, no notice of the change will be given. This is only so long as the changes made are beneficial and/or of immaterial consequence to you.

In all other circumstances we will give you no less than 30 days' notice of other changes by advertising that changes to this Agreement are being made in your local newspaper. If the changes that are made are of a material nature we will send the notice of the change to the last postal or email address that you have given us. Unless you are notified otherwise, those changes will come into effect at the end of the notice period.

Joining Rewards

The joining rewards that you have to choose from as part of this offer are determined by the broadband plan that you initially sign up to for the Term and are as follows;

ADSL or VDSL broadband can choose from

- a Samsung 43" Smart TV (model UA43RU7100SXNZ) OR
- a Samsung 255L Fridge (model SR255MLS) OR
- a Samsung 7.5kg Washing Machine (model WW75J4213IW/SA)

100/20 speed Ultra Fast Broadband can choose from

- a Samsung 43" Smart TV (model UA43RU7100SXNZ) OR
- a Samsung 255L Fridge (model SR255MLS) OR
- a Samsung 336L Fridge (model SRL336NW) OR
- a Samsung 7.5kg Washing Machine (model WW75J4213IW/SA) OR
- a Samsung 7.5kg AddWash Washing Machine (model WW75K54E0UW/SA)

200/20 speed Ultra Fast Broadband can choose from

- a Samsung 43" Smart TV (model UA43RU7100SXNZ) OR
- a Samsung 55" Smart TV (model UA55RU7100SXNZ) + Samsung 2.1 Channel 200W Soundbar with Wireless Subwoofer (model HW-R450/XY) OR
- a Samsung 255L Fridge (model SR255MLS) OR
- a Samsung 336L Fridge (model SRL336NW) OR
- a Samsung 450L Fridge (model SRL445BLS) OR
- a Samsung 7.5kg Washing Machine (model WW75J4213IW/SA) OR
- a Samsung 7.5kg AddWash Washing Machine (model WW75K54E0UW/SA)

FibreMax Ultra Fast Broadband can choose from

- a Samsung 43" Smart TV (model UA43RU7100SXNZ) OR
- a Samsung 55" Smart TV (model UA55RU7100SXNZ) + Samsung 2.1 Channel 200W Soundbar with Wireless Subwoofer (model HW-R450/XY) OR
- a Samsung 65" Smart TV (model UA65RU7100SXNZ) + Samsung 2.1 Channel 200W Soundbar with Wireless Subwoofer (model HW-R450/XY) OR
- a Samsung 255L Fridge (model SR255MLS) OR
- a Samsung 336L Fridge (model SRL336NW) OR
- a Samsung 450L Fridge (model SRL445BLS) OR
- a Samsung 696L side by side Fridge (model SRS694NLS) OR
- a Samsung 7.5kg Washing Machine (model WW75J4213IW/SA) OR
- a Samsung 7.5kg AddWash Washing Machine (model WW75K54E0UW/SA) OR
- a Samsung 8.5kg Washing Machine (model WW85M74FNOR/SA) OR
- a Samsung 8kg Heat Pump Dryer (model DV80M5010QW/SA)

In the event that our supplier is unable to provide the exact model specified Trustpower will work with them 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 the Agreement without paying any exit fees.

Broadband Bundle Discount

Trustpower agrees to apply a \$15 per month discount on your chosen Broadband or Naked Broadband package – the **Broadband**

Bundle Discount. The Broadband Bundle Discount applies from the date of this Agreement.

You will continue to receive the Broadband Bundle Discount for your chosen broadband package, as long as you continue to keep the broadband package you have chosen at the date of this Agreement and an energy service with us.

If you no longer have any energy services with Trustpower, the Broadband Bundle Discount will no longer apply to your chosen broadband package.

Trustpower cannot confirm the continued availability of the Broadband or Naked Broadband package you have chosen at the date of this Agreement, or that the Broadband Bundle Discount will apply to other Broadband or Naked Broadband packages it offers in future.

Exit Fees

When you sign up to Trustpower, we incur costs in order to provide our services to you. 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 and so if you terminate before the end of the Term, you need to repay some of those costs to us as set out below.

An exit fee is payable only once during the Term if the bundle is broken by switching or terminating your power and/or broadband services as set out below. If your contract with Trustpower is terminated under "Termination" section of the standard Trustpower terms and conditions for your breach (including, for example, for regular non-payment of invoices), the applicable exit fees for your plan will be payable by you.

1. Switching or terminating energy services

If you terminate or switch power providers within the Term you'll need to pay an exit fee (this will be added to your next account). This exit fee varies depending on which joining reward you receive as part of that offer, and these are as follows:

- Samsung 43" Smart TV (model UA43RU7100SXNZ) - exit fee is \$700
- Samsung 55" Smart TV (model UA55RU7100SXNZ) + Samsung 2.1 Channel 200W Soundbar with Wireless Subwoofer (model HW-R450/XY) - exit fee is \$1,100
- Samsung 65" Smart TV (model UA65RU7100SXNZ) + Samsung 2.1 Channel 200W Soundbar with Wireless Subwoofer (model HW-R450/XY) - exit fee is \$1,300
- Samsung 255L Fridge (model SR255MLS) - exit fee is \$700
- Samsung 336L Fridge (model SRL336NW) - exit fee is \$850
- Samsung 450L Fridge (model SRL445BLS) - exit fee is \$1,200
- Samsung 696L side by side Fridge (model SRS694NLS) - exit fee is \$1,400
- Samsung 7.5kg Washing Machine (model WW75J4213IW/SA) - exit fee is \$800
- Samsung 7.5kg AddWash Washing Machine (model WW75K54E0UW/SA) exit fee is \$950
- Samsung 8.5kg Washing Machine (model WW85M74FNOR/SA) exit fee is \$1,400
- Samsung 8kg Heat Pump Dryer (model DV80M5010QW/SA) exit fee is \$1,400

You will also be charged the then standard Trustpower monthly rate for your broadband plan speed for the rest of the Term.

There is no exit fee if you switch gas providers, or cancel your gas service.

2. Switching or terminating broadband

If you switch your Trustpower broadband service to another provider, or terminate this service, during the Term, you'll need to pay an exit fee (this will be added to your next account). This exit fee varies depending on which joining reward you receive as part of that offer, and these are as follows:

- Samsung 43" Smart TV (model UA43RU7100SXNZ) - exit fee is \$700
- Samsung 55" Smart TV (model UA55RU7100SXNZ) + Samsung 2.1 Channel 200W Soundbar with Wireless Subwoofer (model HW-R450/XY) - exit fee is \$1,100
- Samsung 65" Smart TV (model UA65RU7100SXNZ) + Samsung 2.1 Channel 200W Soundbar with Wireless Subwoofer (model HW-R450/XY) - exit fee is \$1,300

- Samsung 255L Fridge (model SR255MLS) - exit fee is \$700
- Samsung 336L Fridge (model SRL336NW) - exit fee is \$850
- Samsung 450L Fridge (model SRL445BLS) - exit fee is \$1,200
- Samsung 696L side by side Fridge (model SRS694NLS) - exit fee is \$1,400
- Samsung 7.5kg Washing Machine (model WW75J4213IW/SA) - exit fee is \$800
- Samsung 7.5kg AddWash Washing Machine (model WW75K54E0UW/SA) exit fee is \$950
- Samsung 8.5kg Washing Machine (model WW85M74FNOR/SA) exit fee is \$1,400
- Samsung 8kg Heat Pump Dryer (model DV80M5010QW/SA) exit fee is \$1,400

There is no exit fee if you switch phone providers, or cancel your phone service.

Your Broadband Plan and Prices

The price for your broadband plan applies for the Term. After the end of the Term your broadband prices may be subject to change, you will be given at least 30 days' notice of any change before it takes effect.

Service (All rates in this table include Trustpower's \$15 Broadband Bundle Discount)	Months 1-24	
	With phone	Naked
Copper cable		
ADSL/VDSL	\$99	\$94
Ultra Fast Broadband		
100/20 speed	\$99	\$94
200/20 speed	\$119	\$114
FibreMax	\$139	\$134

If you have chosen an Ultra Fast Broadband plan you will not be able to reduce speed during the Term. If you require a new modem for your broadband a \$14.95 postage and handling charge will apply.

Power and Reticulated Gas Prices

Your power and (if applicable) reticulated gas prices may be subject to change at any time during the Term.

If you have power and reticulated gas with Trustpower, your prices for power and reticulated gas will include a 15 cents per day dual fuel discount for the Term.

If you no longer have both power and reticulated gas together with Trustpower you will not receive the dual fuel discount.

After the end of the Term, the dual fuel discount may be subject to change.

You will be given at least 30 days' notice of any power price change, reticulated gas price change, or dual fuel discount change before it takes effect.

Power and LPG Prices

Your power and (if applicable) LPG prices may be subject to change at any time during the Term.

If you have power and LPG with Trustpower, your prices for power and LPG services will include a 15 cents per day dual fuel discount for the Term.

If you no longer have both power and LPG together with Trustpower you will not receive the dual fuel discount.

After the end of the Term, the dual fuel discount may be subject to change.

You will be given at least 30 days' notice of any power price change, LPG price change, or dual fuel discount change before it takes effect.

Broadband Installation Charges

Ultra Fast Broadband

There are no upfront installation costs on standard Ultra Fast 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.

ADSL or VDSL Broadband

If you do not already have an active phone and/or broadband connection there is a connection fee (minimum connection fee \$63). If a technician is dispatched to the property or exchange in order to complete the connection there may be further charges up to \$263.53. Should additional non-standard work be required to complete your connection, a quote will be provided.

Privacy

In order to provide you with your joining reward, we will need to disclose some of your personal information to our supplier. They may also need to disclose this personal information to their service providers (such as their logistics partner or courier provider). Your personal information will be held and disclosed in accordance with the provisions of the Privacy Act 1993 and our privacy policy (available at www.trustpower.co.nz/privacy-policy), and will only be used by our supplier and their service providers in order to provide you with services in relation to your joining reward.

Change Fee

In the event that you change your mind about your joining reward after you have selected it (for example if you upgrade your broadband plan and wish to exchange your joining reward for a model available on the upgraded plan), Trustpower may in its discretion permit that change, and you will be charged a change fee of an amount that will vary depending on the joining reward you are changing and the area you are located in. Joining reward will only be accepted for exchange if they remain unopened in their original packaging. Change fees will not apply to any exchange due to the incorrect joining reward being

delivered by Trustpower, or to any exchange due to a fault with the joining reward pursuant to consumer protection legislation.

2. Terms and Conditions for a Fixed Term Agreement - Wireless Broadband

New customers

Offer available to new residential customers taking power and wireless broadband together at one property. This offer is not available to customers who have had their services with Trustpower within the last 12 months. This offer may be subject to change or expiry without prior notice. 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. For more information please call us on 0800 87 87 87.

Terms & Conditions

Effective 27 February 2020

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Term

The term of the Agreement for power and internet services (**Term**) is 24 months. This term starts at the end of any "cancellation period" that applies to you, or when your chosen broadband and power services have both been connected with Trustpower, whichever is the later. There is no fixed term for gas or phone services. If Trustpower changes the terms of the Agreement during the Term and you believe that change will be detrimental to you, please contact us. We will either let you remain on the existing terms of the Agreement or let you terminate the Agreement without paying any exit fees.

Where minor changes are made to the terms of this Agreement that more closely align it with good industry practice or mandated requirements, no notice of the change will be given. This is only

so long as the changes made are beneficial and/or of immaterial consequence to you.

In all other circumstances we will give you no less than 30 days' notice of other changes by advertising that changes to this Agreement are being made in your local newspaper. If the changes that are made are of a material nature we will send the notice of the change to the last postal or email address that you have given us. Unless you are notified otherwise, those changes will come into effect at the end of the notice period.

Joining Reward

The Joining Rewards that you have to choose from as part of this offer are as follows;

- a Samsung 43" Smart TV (model UA43RU7100SXNZ) OR
- a Samsung 255L Fridge (model SR255MLS) OR
- a Samsung 7.5kg Washing Machine (model WW75J4213IW/SA)

In the event that our supplier is unable to provide the exact model specified Trustpower will work with them 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 the agreement without paying any exit fees.

Broadband Bundle Discount

Trustpower agrees to apply a \$15 per month discount on your chosen Wireless Broadband or Naked Wireless Broadband package – the **Broadband Bundle Discount**. The Broadband Bundle Discount applies

from the date of this Agreement.

You will continue to receive the Broadband Bundle Discount for your chosen broadband package, as long as you continue to keep the broadband package you have chosen at the date of this Agreement and an energy service with us.

If you no longer have any energy services with Trustpower, the Broadband Bundle Discount will no longer apply to your chosen broadband package.

Trustpower cannot confirm the continued availability of the Wireless Broadband or Naked Wireless Broadband package you have chosen at the date of this Agreement, or that the Broadband Bundle Discount will apply to other Wireless Broadband or Naked Wireless Broadband packages it offers in future.

Exit Fees

When you sign up to Trustpower, we incur costs in order to provide our services to you. 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 and so if you terminate before the end of the Term, you need to repay some of those costs to us as set out below.

An exit fee is payable only once during the Term if the bundle is broken by switching or terminating your power and/or broadband services as set out below. If your contract with Trustpower is terminated under "Termination" section of the standard Trustpower terms and conditions for your breach (including, for example, for regular non-payment of invoices), the applicable exit fees for your plan will be payable by you.

1. Switching or terminating energy services

If you terminate or switch power providers within the Term you'll need to pay an exit fee (this will be added to your next account). This exit fee varies depending on which joining reward you receive as part of that offer, and these are as follows:

- Samsung 43" Smart TV (model UA43RU7100SXNZ) - exit fee is \$700
- Samsung 255L Fridge (model SR255MLS) - exit fee is \$700
- Samsung 7.5kg Washing Machine (model WW75J4213IW/SA) - exit fee is \$800

You will also be charged the then standard Trustpower monthly rate for your broadband plan speed for the rest of the Term.

There is no exit fee if you switch gas providers, or cancel your gas service.

2. Switching or terminating broadband

If you switch your Trustpower broadband service to another provider, or terminate this service, during the Term, you'll need to pay an exit fee (this will be added to your next account). This exit fee varies depending on which joining reward you receive as part of that offer, and these are as follows:

- Samsung 43" Smart TV (model UA43RU7100SXNZ) - exit fee is \$700
- Samsung 255L Fridge (model SR255MLS) - exit fee is \$700
- Samsung 7.5kg Washing Machine (model WW75J4213IW/SA) - exit fee is \$800

There is no exit fee if you switch phone providers, or cancel your phone service.

Your Wireless Broadband Plan and Prices

The price for your wireless broadband plan applies for the Term. After the end of the Term your wireless broadband prices may be subject to change, you will be given at least 30 days' notice of any change before it takes effect.

Service (All rates in this table include Trustpower's \$15 Broadband Bundle Discount)	Months 1-24	
	With phone	Naked
Wireless Broadband		
60GB plan	\$79	\$69
120GB plan	\$89	\$79
240GB Urban plan	\$99	\$89
240GB Rural plan	\$149	\$139

Any unused data from your monthly data allowance will not be carried forward to the following month. A new modem is required for

your wireless broadband, a \$14.95 postage and handling charge will apply.

Additional data packs are available 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 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 60GB and 120GB plans, and 2 manual data packs per month for the 240GB plans. Data packs are available for use for 30 days from purchase.

Traffic Management

We reserve the right to manage traffic at peak times (for example, by limiting the speed at which you can download or upload content), to ensure all customers get the best possible experience even at busy times. Overall, this should have a positive benefit for our customers. If we make any changes to this policy which will have a material impact on you we will let you know.

Data Usage

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.

Moving

If you have wireless broadband services and are moving and would like to use your modem at your new address, please contact us and we will let you know if you can continue to use our wireless broadband services at your new location. If the services are unavailable at your new location we can advise what other internet service options we have available for you.

Power and Reticulated Gas Prices

Your power and (if applicable) reticulated gas prices may be subject to change at any time during the Term.

If you have power and reticulated gas with Trustpower, your prices for power and reticulated gas will include a 15 cents per day dual fuel discount for the Term.

If you no longer have both power and reticulated gas together with Trustpower you will not receive the dual fuel discount.

After the end of the Term, the dual fuel discount may be subject to change.

You will be given at least 30 days' notice of any power price change, reticulated gas price change, or dual fuel discount change before it takes effect.

Power and LPG Prices

Your power and (if applicable) LPG prices may be subject to change at any time during the Term.

If you have power and LPG with Trustpower, your prices for power and LPG services will include a 15 cents per day dual fuel discount for the Term.


If you no longer have both power and LPG together with Trustpower you will not receive the dual fuel discount.

After the end of the Term, the dual fuel discount may be subject to change.

You will be given at least 30 days' notice of any power price change, LPG price change, or dual fuel discount change before it takes effect.

Privacy

In order to provide you with your joining reward, we will need to disclose some of your personal information to our supplier. They may also need to disclose this personal information to their service



providers (such as their logistics partner or courier provider). Your personal information will be held and disclosed in accordance with the provisions of the Privacy Act 1993 and our privacy policy (available at www.trustpower.co.nz/privacy-policy), and will only be used by our supplier and their service providers in order to provide you with services in relation to your joining reward.

Change Fee

In the event that you change your mind about your joining reward after you have selected it (for example if you upgrade your broadband plan and wish to exchange your joining reward for a model available on the upgraded plan), Trustpower may in its discretion permit that change, and you will be charged a change fee of an amount that will vary depending on the joining reward you are changing and the area you are located in. Joining reward will only be accepted for exchange if they remain unopened in their original packaging. Change fees will not apply to any exchange due to the incorrect joining reward being delivered by Trustpower, or to any exchange due to a fault with the joining reward pursuant to consumer protection legislation.