

WHITE GOODS REBATE

Customer Terms and Conditions

Torres Strait Islands and Northern Peninsula Area



Issue No. 3, 26 August 2024



Part of Energy Queensland

Program Terms and Conditions

Background

1. The PowerSavvy White Goods Rebate Program (**Program**) has been established by Ergon Energy Retail with support from your local electrical appliance retailer, CEQ. The Program establishes a fund (**Rebate Fund**) which will be used to provide rebates to residents and local businesses in the Program Locations on the sale price of selected new 4 star or higher, energy efficiency rated appliances (**PowerSavvy Appliances**) purchased from the CEQ Outlet on Thursday Island (**CEQ Outlet**).

Accepting Terms and Conditions and authorising release of information to us

2. By purchasing a PowerSavvy Appliance, you:
 - a. unconditionally agree to and accept these Program Terms and Conditions; and
 - b. agree for us to use your de-identified information in any report unless expressly agreed with you e.g. for case study purposes.
3. If you do not accept all the Program Terms and Conditions or do not authorise information being released to us, you will not be able to participate in the Program or purchase any PowerSavvy Appliance to which a Rebate has been applied.
4. If you have any queries relating to the Program or the Program Terms and Conditions, contact us at buying@ceqld.org.au.

About the Program

5. The Program will run from 26 February 2024 until the earlier of:
 - a. 31 January 2025 and
 - b. the date when the Rebate Fund has been exhausted.
6. If you are eligible to participate in the Program under clause 7 or 8, you may receive some or all of the following benefits:
 - a. a Rebate which is applied by the CEQ Outlet to reduce the price that you pay for the PowerSavvy Appliance – go to clause 14 for more details;
 - b. a free Surge Protector for each PowerSavvy Appliance you purchase that does not require a Licensed Installer to install the PowerSavvy Appliance – go to clause 17 for more details;
 - c. free delivery of the PowerSavvy Appliance – go to clause 18 for more details; and
 - d. free disposal of the appliance being replaced by the PowerSavvy Appliance – go to clause 21 for more details.

Eligibility – Residential Customer

7. To be eligible for the Program as a residential customer, you must:
 - a. be a resident of a Program Location;
 - b. use the PowerSavvy appliance at your residential premises (Eligible Residential Premises) in a Program Location;

- c. supply the following details to CEQ at the time that you purchase a PowerSavvy Appliance:
 - i. your name;
 - ii. the address of the Eligible Residential Premises at which the PowerSavvy Appliance will be installed; and
 - iii. your postal address if difference from the address of the Eligible Residential Premises;
 - iv. (if you have one) your email address; and
- d. purchase a PowerSavvy Appliance from a CEQ Outlet.

Eligibility – Local Business

- 8. To be eligible for the Program as a local business, your business must
 - a. operate in a Program Location
 - b. not be a Queensland or Commonwealth Government entity or a business that does not normally operate in a Program Location;
 - c. supply the following details to CEQ at the time that you purchase a PowerSavvy Appliance:
 - i. your business's name and ABN; and
 - ii. business address;
 - iii. (if different from the business address) the address at which the PowerSavvy Appliance will be installed;
 - iv. your business email; and
 - d. purchase a PowerSavvy Appliance from a CEQ Outlet.
- 9. You consent to CEQ providing the details you have provided under clause 7.c or 8.c to Ergon Energy Retail for the purposes described in clauses 22 and 23.

Eligible appliances

- 10. Any of the following appliances sold by a CEQ Outlet will qualify as PowerSavvy Appliances:
 - a. **Washing machines and dryers, including washer/dryers** (4-star or higher energy-rated)
 - b. **Dishwashers** (4-star or higher energy-rated)
 - c. **Refrigerators, including fridge/freezers** (4-star or higher energy-rated)
 - d. **Freezers, standalone** (4-star or higher energy-rated)
 - e. **Air conditioners** (4-star or higher energy-rated for cooling)
- 11. You may use a PowerSavvy Appliance to replace an appliance with a similar function to any of the appliances listed in clauses 10.a. to 10.e., provided that it reduces your electricity consumption and related costs (for example, a 4-star or higher rated refrigerator for a less energy efficient refrigerator, and a 4-star or higher rated for cooling air conditioner for another less energy efficient cooling or heating appliance).
- 12. The CEQ Outlet may sell as a PowerSavvy Appliance a factory-second appliance that does not have functional or technical faults provided that it falls within one of the categories of appliance specified in clause 10.

13. The PowerSavvy Appliance must be:
- a. used or installed in the residential or business premises advised by you under clause 7.c or 8.c; and
 - b. installed by a Licensed Installer where this is a legal requirement of installation.

Rebate

14. Subject to clauses 15 and 16, the level of Rebate available for each type of PowerSavvy Appliance is set out in the table below:

PowerSavvy Appliance	Rebate
Clothes Dryer	\$550
Dishwasher	\$550
Freezer	\$600
Fridge	\$600
Washing Machine	\$600
Air Conditioner	\$650

15. The Rebate to be applied to a PowerSavvy Appliance cannot exceed the total cost of the PowerSavvy Appliance purchase price and (if applicable) delivery and disposal.
16. There is a limit of:
- a. one Rebate for each of the following types of PowerSavvy Appliance purchased under the Program for installation at the same Eligible Residential Premises:
 - i. clothes dryer;
 - ii. dishwasher;
 - iii. freezer; and
 - iv. washing machine; and
 - b. two Rebates for fridges purchased under the Program for installation at the same Eligible Residential Premises.

Surge Protector

17. A Surge Protector will be supplied free of charge with each PowerSavvy Appliance purchased under the Program unless it is a legal requirement that the PowerSavvy Appliance be installed by a Licensed Supplier.

Delivery

18. For any PowerSavvy Appliance sold to residents and local businesses located on Thursday Island (Waiben), you may opt to dispose of an old appliance with a similar function to any of the appliances listed in clauses 10a. to 10e at the time of purchase, in which case you will receive a rebate on the delivery charge applied by the CEQ Outlet of up to \$110 and you must pay any delivery charge applied by the CEQ Outlet in excess of \$110. If there is no disposal of an old appliance, you must pay CEQ for delivery of the PowerSavvy Appliance at the full rate quoted by CEQ.
19. For any PowerSavvy Appliance sold to residents and local businesses in Program Locations other than Thursday Island (Waiben), if you arrange through the CEQ Outlet delivery of the PowerSavvy Appliance from the CEQ Outlet via Sea Swift to one of the Sea Swift Delivery Points, you will receive a rebate of up to \$200 on the delivery charge applied by the CEQ Outlet and you must pay any delivery charge applied by the CEQ Outlet in excess of \$200. If you decide not to use delivery via Sea Swift, you will be responsible for arranging and paying any delivery charge costs.

- 20.** For any PowerSavvy Appliance sold to residents and local businesses in Program Locations where there is no Sea Swift Delivery Point, you will be responsible for arranging and paying any delivery charge costs.

Disposal

- 21.** Upon delivery of a PowerSavvy Appliance, for residents and local businesses of Thursday Island only, CEQ will remove any old appliance with a similar function to any of the appliances listed in clauses 10.a. to 10.e and dispose of the appliance free of charge.

Privacy

- 22.** By purchasing a PowerSavvy Appliance, you consent to CEQ collecting and disclosing your Personal Information collected at the time of sale to Ergon Energy Retail and Affiliated Organisations for the purpose of furthering the purpose of the Program or analysis, reporting, marketing and communications associated with the operation of the Program. In addition, Ergon Energy Retail may disclose de-identified (meaning deletion of name, address and contact details) report results to its energy regulators and relevant Government bodies, participants in the Program and research publications and to other entities as required or authorised by law.
- 23.** Ergon Energy Retail is collecting, using and disclosing your Personal Information for the purpose of the program. In addition to the Affiliated Organisations, your Personal Information may, as part of furthering Ergon Energy Retail's

purpose in undertaking the Program be provided to:

- a.** your local government/council;
- b.** the Queensland State Government;
- c.** research partners of Ergon Energy Retail; and
- d.** external market research companies to conduct customer research.

- 24.** You consent to the use of your Personal Information as set out in this Agreement. In addition to the terms of clauses 22 and 23, all Personal Information submitted by any Participant for the purposes of the Program is governed by the Ergon Energy Retail's Privacy Policy. The Privacy Policy can be accessed by clicking on the link below:
<https://www.ergon.com.au/retail/help-and-support/privacy-statement>

General

- 25.** If a provision of this document is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this document unless severing the provision materially alters the:
- a.** scope and nature of this document, or
 - b.** relative commercial or financial positions of the parties, or would be contrary to public policy.
- 26.** The Agreement comprising the Privacy Policy, the Program Terms and Conditions and your acceptance in accordance with clause 2 above constitutes the entire agreement between the parties about its

subject matter and supersedes all prior contracts, arrangements and understandings in relation to that subject matter. Ergon Energy Retail may alter the terms of the Agreement by notifying you of the amendment(s) by email or postal mail if no email is provided.

Definitions and interpretation

27. In these terms and conditions, unless the context otherwise requires:

a. 'Affiliated Organisations'

means Ergon Energy Retail's holding company, the Program's marketing and advertising providers, information technology providers, meter installation and data providers, and economic analysis providers.

b. 'Agreement' means the contract between Ergon Energy Retail, CEQ and the Participant concerning the Program comprised of the Program Terms and Conditions, the Privacy Policy and the Participant's acceptance in accordance with clause 2.

c. 'CEQ' means Community Enterprise Retailer ABN 42 060 262 890, and its employees, contractors and agents.

d. 'CEQ Outlet' means Col Jones at 80/82 Douglas St, Thursday Island QLD 4875.

e. 'Eligible Residential Premises' has the meaning given in clause 7.b.

f. 'Ergon Energy Retail', 'we', 'us' or 'our' means Ergon Energy Queensland Pty Ltd ABN 11 121 177 802, and its employees, contractors and agents.

g. 'Licensed Installer' means a suitably qualified electrical contractor and/or air-conditioner contractor.

h. 'Participant', 'you' or 'your' means the person or business which purchases a PowerSavvy Appliance under the Program.

i. 'Personal Information' has the meaning given in the Privacy Policy.

j. 'PowerSavvy Appliance' means any appliance type specified in clause 10 to which a Rebate has been applied to the sale price at the CEQ Outlet.

k. 'Privacy Policy' means the privacy policies referred to in clause 24.

l. 'Program' means the Climate Smart Energy Savers Rebate Program established by Ergon Energy Retail.

m. 'Program Locations' means the following communities:

Badu Island
Bamaga
Boigu Island
Dauan Island
Erub (Darnley Island)
Iama (Yam Island)
Injinoo
Kirriri (Hammond Island)
Kubin (Moa Island)
Mabuiag Island
Masig (Yorke Island)
Mer (Murray Island)
New Mapoon
Ngurupai (Horn Island)
Poruma (Coconut Island)
Saibai Island
Seisia
St Pauls (Moa Island)
Thursday Island (Waiben)
Ugar (Stephen Island)

Umagico
Warraber (Sue Island)

- n. **‘Program Terms and Conditions’** means these Terms and Conditions for the Program.
 - o. **‘Rebate’** means the relevant rebate for the PowerSavvy Appliance specified in clause 14.
 - p. **‘Rebate Fund’** has the meaning given in clause 1.
 - q. **‘Sea Swift Delivery Point’** means the main wharf in a Program Location where Sea Swift operates.
 - r. **‘Surge Protector’** means a Crest Platinum Surge Protector 1 Socket, Model PWU01905 or, if unavailable, such equivalent device as CEQ may substitute.
28. In these Program Terms and Conditions, unless the context otherwise requires a reference to:
- a. the singular includes the plural, and the plural includes the singular;
 - b. a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this document and references to this document include any recital, schedule or annexure;
 - c. any contract (including this document) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
 - d. a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - e. a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
 - f. a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
 - g. a group of persons is a reference to any two or more of them taken together and to each of them individually;
 - h. money (including ‘\$’, ‘AUD’ or ‘dollars’) is to Australian currency;
 - i. the meaning of any general language is not restricted by any accompanying example and the words ‘includes’, ‘including’, ‘such as’, ‘for example’ or similar words are not words of limitation;
 - j. the words ‘costs’ and ‘expenses’ include reasonable charges, expenses and legal costs on a full indemnity basis;
 - k. headings and the table of contents are for convenience only and do not form part of this document or affect its interpretation;
 - l. a provision of this document must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the document or the inclusion of the provision in the document.



Customer service

13 10 46 8am to 5pm, Mon to Fri
ergon.com.au/contact



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