

**TERMS & CONDITIONS FOR COMMUNITY GROUP PARTICIPATION  
IN THE ACTIVATING COMMUNITY ENGAGEMENT (ACE) PROJECT**

**Key Terms for the Current Competition**

<p><b>1. Activating Community Engagement (ACE)</b></p>	<p>Activating Community Engagement (ACE) is a research project lead by Northern Powergrid, in partnership with GenGame Ltd and other partners listed in clause 16.3.</p> <p>The project is trialling a proposition to modify the electrical load on its network at certain times of day by engaging with residential customers via community groups to provide a form of demand-side response. The key elements of this proposition are:</p> <ul style="list-style-type: none"> <li>• To use an online energy game called TheGenGame that rewards Participants for using a smart plug, which is a device that monitors electricity consumption of the appliances plugged into it and which can be remotely switched on and off by the Participant or by GenGame Ltd</li> <li>• To reward community groups who are able to recruit their supporters to participate in the TheGenGame, by providing access to the Northern Powergrid Super League which gives them chance to win funding for their groups from the ACE Community Prize Fund.</li> </ul> <p>Depending on the success of the project, there will be a series of Competitions, called Competitions, in the period leading up to 31 December 2017 when the project ends.</p> <p>Community Groups are required to agree to these terms and conditions in order to participate and gain access to the Northern Powergrid Super League.</p> <p>Individual participants of The GenGame are subject to additional and separate terms and conditions notified via the website <a href="http://www.TheGenGame.com">www.TheGenGame.com</a>.</p>
<p><b>2. Northern Powergrid Super League</b></p>	<p>The Northern Powergrid Super League is a competition within TheGenGame, sponsored by Northern Powergrid that offers a Community Prize Fund to participating Community Groups. This fund allows Community Groups in the Trial Area to earn additional funding for their groups if they are able to recruit their supporters to sign-up to TheGenGame.</p>
<p><b>3. ACE Community Prize Fund</b></p>	<p>The total Community Prize Fund for this competition is up to £5,000.</p>
<p><b>4. Start Date</b></p>	<p>The current Competition starts at 00.01 on Monday 30 May 2016</p>
<p><b>5. Finish Date</b></p>	<p>The current Competition ends at 23.59 on Sunday 30 October 2016</p>
<p><b>6. Community Prize Allocation Methodology</b></p>	<p>Community Groups will earn cash funding for every active Participant that they recruit to sign-up to TheGenGame and for the GenGame points that their supporters earn during each Competition between the Start Date and the Finish Date. There will be bonus prizes for the top three community groups in the Northern Powergrid Super League at the end of the Competition.</p> <ul style="list-style-type: none"> <li>• Community groups will receive £5 for each supporter recruited to TheGenGame between the finish date of the previous Competition period (31<sup>st</sup> March 2016) and the Finish Date, as soon as that supporters' smart plug has been registered and has started to earn GenGame points.</li> <li>• Community groups then receive £1 for every 4,000 GenGame points accrued by its supporters between the Start Date and the Finish Date; and</li> <li>• The three groups at the top of the Super League on the Closing Day will each receive a bonus cash prize as follows: 1<sup>st</sup> Prize - £500; 2<sup>nd</sup> Prize - £300, 3<sup>rd</sup> - Prize £100.</li> </ul> <p>Community groups with fewer than five active smart plugs by the Finish Date will not receive funding from the Community Prize Fund</p>
<p><b>7. Trial Area</b></p>	<p>Only Community Groups in <b>County Durham</b> are eligible to participate in the Northern Powergrid Super League.</p> <p>A postcode checker on the GenGame Website will confirm Participant eligibility.</p>

## General Terms & Conditions

### 8. Information about us

8.1 We are Northern Powergrid (Northeast) Ltd (Northern Powergrid / We / Us / Our), a company registered in England and Wales. We are the electricity distribution network operator that delivers electricity to customers in North Yorkshire and the North East of England. Our company registration number is 2906593 and our registered office is at Lloyds Court, 78 Grey Street, Newcastle upon Tyne, NE1 6AF.

### 9. The Northern Powergrid Super League

9.1 The Community Group's access to the Community Prize Fund is based upon the GenGame points earned by its Team Members. Community Groups therefore maximise their chance of receiving funding by recruiting Team Members and encouraging them to sign up as Participants to GenGame.

9.2 Participants of GenGame earn GenGame points for using their smart plugs and responding to Demand Control Events and other challenges.

9.3 Each Community Group will be able to check how much funding it has earned in by looking at the Leader Board on TheGenGame.com. The Leader Board is a league table of participating Community Groups, accessible via the GenGame Website, which displays total GenGame Points, Community Prize Fund earned to date and other information to enable Community Group Team Leaders to motivate their Team Members.

### 10. Community group eligibility

10.1 The Northern Powergrid Super League is open to Community Groups in the Trial Area.

10.2 A Community Group is any group whose activities benefit the community or a registered charity with a local support group.

10.3 These terms only apply on behalf of a Community Group if you are authorised by it to enter into this agreement. By submitting an application for the Northern Powergrid Super League, you agree that you are authorised to do so by the Community Group you represent and you agree to be bound by these terms and conditions.

10.4 We will not accept entries that are submitted by persons under 18 years old or are incomplete.

10.5 The Northern Powergrid Super League is not open to any profit making organisations, any groups established primarily for political or sectarian purposes; or any individuals acting as an individual for their own benefit.

### 11. Acceptance

11.1 We shall notify you by email whether or not your community group has been accepted to participate in the Northern Powergrid Super League. The decision of Northern Powergrid is final and no correspondence or discussion will be entered into.

11.2 Any Community Group that submits an entry to join the Northern Powergrid Super League after the Finish Date of the last Competition but before the Start Date of the next Competition shall, subject to acceptance, be subject to the terms and conditions which apply to the next Competition.

### 12. Gengame Points

12.1 All Participants of GenGame who live in the Trial Area may elect to support your Community Group and the GenGame points of those that do will then be allocated to your Community Group to earn funding for your group from the ACE Community Prize Fund.

12.2 Your supporters are defined as Team Members and you will be able to see their points in your own Community Group's League Table.

12.3 Community Groups can only receive Points from Participants in the Trial Area, Unfortunately Participants residing outside the Trial Area cannot register as your Team Members.

12.4 Community Groups can apply to join the Northern Powergrid Super League prior to the Start Date and during the course of the Competition. GenGame points will only be allocated to the Community Group account between the Start Date and the Finish Date. GenGame points do not carry forward from one Competition to the next. Any Points accrued up to and including the Finish Date shall be used to determine the winners of each Competition. The Points then reset at midnight on the Finish Date and immediately begin to accrue from zero (0) on the Start Date of the next Competition.

12.5 Individual Participants will still accrue personal GenGame points and will have the opportunity to win individual prizes between the Finish Date of one Demand Control Period and the Start Date of the next.

12.6 Any Community Group that submits an entry to join the Northern Powergrid Super League after the Finish Date of the last Competition but before the Start Date of the next Competition will accrue the Points earned by its Team Members from the Start Date of the next Competition.

### 13. Community Prize Fund Award

13.1 We will contact the Community Group Team Leader using the notified email address or telephone number to make arrangements for payment within thirty (30) days' of the Finish Date.

13.2 Northern Powergrid reserves the right to withdraw the Community Prize.

13.2 We do not accept any responsibility if the Community Group is not able to take up the Community Prize.

13.3 The estimated value of the Community Prize Fund is no guarantee of the actual value of each Community Prize.

13.4 The Community Prize is not negotiable or transferable unless otherwise agreed in writing by Northern Powergrid.

### 14. Follow-on competitions

14.1 All Community Group's will remain signed up to the Northern Powergrid Super League until the end of the ACE project on 31 December 2017 and will be automatically entered to participate in and benefit from subsequent Competitions without the need to reapply.

14.2 Northern Powergrid will issue to each Community Group Team Leader by email an amended copy of these terms and conditions for each Competition specifying the relevant parameters for the next Competition before the start of the next Competition.

14.3 If you or your Community Group do not agree to the amended terms and conditions you should notify us in writing that your Community Group no longer wishes to participate in the Northern Powergrid Super League. Your supporters will still be able to continue benefiting from individual participation in TheGenGame.

### 15. Limitation of liability

15.1 We shall have no liability for any losses suffered by the Community Group as a result of the Northern Powergrid Super League or withdrawal of a Community Prize.

### 16. Data Protection (Your Personal Data)

16.1 The Personal Data you provide to us when you register for your Community Group to participate in the ACE Project will be used to administer your Community Group's participation in the Northern Powergrid Super League and for the purposes described in these terms and conditions.

16.2 Northern Powergrid will use your Personal Data:

16.1.1 to process your application for the Northern Powergrid Super League on behalf of your Community Group;

16.1.2 to administer the Northern Powergrid Super League;

16.2.2 to seek periodic feedback from you; and

16.2.3 to support the research carried out by Newcastle University for Northern Powergrid.

16.3 Your Personal Data may be transferred to and processed by our project partners (namely, GenGame Ltd, Oswald Consultancy Ltd, Jarmacoe Solutions Ltd, Newcastle University and Durham County Council) for research purposes associated with the ACE project only. Further information on the roles of these partners can be found in the ACE Project Data Protection Strategy (NPG/ACE/DPS\_001) available at [www.npg-ace.com](http://www.npg-ace.com);

16.4 If you become a Participant in TheGenGame, please see the Customer Terms and Conditions for information about how TheGenGame will use your Personal Data as a Participant.

### 17. Community group publicity

17.1 You agree that Northern Powergrid may name your Community Group on the ACE Website and any other media, whether now known or invented in the future, and in connection with any publicity of the competition.

17.2 Details of the winning Community Groups will be publicised on TheGenGame Website and the ACE Website and potentially in local newspapers and publications issued by Durham County Council.

17.3 You agree, on behalf of yourself and your Community Group, that we may use your name, photo, town or county of residence, and other Personal Data, together with details of your Community Group (including details and photos of the members of the Community Group) for advertising and publicity purposes and, if your Community Group wins funding from the ACE Community Prize Fund, to announce and publicise the award of the prize for any other reasonable and related promotional and publicity purposes as we may from time to time decide, in each case without additional remuneration.

17.4 In the event that your Community Group wins a Community Prize, you agree on behalf of the Community Group to acknowledge the Community Prize in any appropriate publicity.

17.5 To protect our brand and ensure that good quality copies are provided, you shall seek permission from Northern Powergrid to use the Northern Powergrid and the ACE logo, (which shall not unreasonably be withheld).

17.6 You agree to receive requests for feedback on the ACE Project from us. The Team Leader shall (and shall encourage that its Team Members to) provide feedback on the Northern Powergrid Super League and Northern Powergrid as reasonably requested by Northern Powergrid or its Project Partners (Oswald Consultancy Limited, Jarmacoe Solutions Limited, GenGame Ltd, Serious Games International Limited, Open Energi Limited and Newcastle University) from time to time.

## 18. Our rights to make changes

18.1 We may make the changes to these terms from time to time, but if we do so we will notify you in writing and you may then contact us to end the contract before the changes take effect. If you do not so contact us you to end the contract following such notification of a change to these terms or the ACE Project, you agree to be bound by any subsequent changes to these terms and conditions as notified to you in accordance with this condition.

## 19. Your right to resign and assign

19.1 In the event that you wish to resign from your position as Team Leader, you should notify Northern Powergrid of your resignation and provide the relevant details of your successor if your Community Group still wishes to participate in the ACE Project.

19.2 Northern Powergrid shall ensure that the new Team Leader agrees to these conditions and the contract with us shall remain in force.

19.3 Failure to notify Northern Powergrid of such changes could result in the Community Group being ineligible for an award from the Community Prize Fund.

## 20. Rights to end the contract

20.1 Northern Powergrid may end the contract if you (or the Community Group) breaks it. We may end the contract at any time by writing to you if:

20.1.1 your application form was completed dishonestly or gave false or misleading information;

20.1.2 you fail to meet the requirements of any of these terms and conditions;

20.1.3 you become ineligible to receive the Community Prize;

20.1.4 your Community Group stops operating, may be or is dissolved or becomes insolvent, or is likely to be put into administration or receivership or liquidation, or it is about to make an arrangement with, or guarantee a trust deed with its creditors;

20.1.5 anyone authorised by you to deal with your entry, acts in a way towards any representative of Northern Powergrid, which is reasonably considered to be inappropriate, unlawful or offensive; or

20.1.6 you or anyone authorised by you to deal with your entry damages the reputation of Northern Powergrid or otherwise brings it into disrepute.

20.2 If Northern Powergrid ends the contract for any reason, it may ask the Team Members of the relevant Community Group to reallocate their Points to another Community Group. The Team Members that you have recruited will remain eligible to continue their participation and a notice will be posted on the Leader Board to invite them to nominate an alternative Community Group for the allocation of their existing and future Points.

## 21. Consequences of termination

21.1 Any termination of the contract between Northern Powergrid and you, for whatever reason, shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any of these conditions which is expressly or by implication intended to come into or continue in force on or after such termination.

## 22. Other

22.1 The contract created by these terms and conditions (as amended from time to time) constitutes the entire agreement between the Parties in respect of the matters dealt with herein. The contract between Northern Powergrid and you supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause does not exclude liability in respect of any misrepresentation.

22.2 Nothing in these terms and conditions is intended to create a contract of employment, partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party except as expressly provided in these terms and conditions.

- 22.3 We reserve the right to hold void, suspend, cancel, or amend the Community Prize or the Northern Powergrid Super League where it becomes necessary to do so.
- 22.4 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 22.5 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 22.6 Each of the conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 22.7 If we do immediately take steps to terminate this agreement in respect of your breaking this contract, that will not prevent us terminating this agreement at a later date.
- 22.8 These terms are governed by English law.