

Power NI Your Voice Terms and Conditions

1. Introduction

Your Voice is operated, managed and hosted by Power NI, registered address Greenwood House, 64 Newforge Lane, Belfast BT9 5NF (together **we, us** or **our**).

Use of Your Voice is on the Terms and Conditions contained in this document. Nothing in this document effects the Terms and Conditions of supply of electricity by Power NI to you. If you do not agree to these Terms and Conditions, stop using Your Voice immediately. By accessing and using Your Voice you are indicating your acceptance of the Terms and Conditions. They are a legal agreement between you and us and can only be amended with our consent.

2. Using your personal data

Your personal data will be gathered, stored and used by and in accordance with Power NI's privacy policy which can be read at <http://www.powerni.co.uk/index.php/privacy-policy/>.

You consent to the information you provide being cross referenced with your electricity account information for research purposes only. We may use this information to send surveys which would be of most relevance to you.

Your personal data will be processed for the purposes set out in the privacy policies set out above, including without limitation to:

provide feedback on business practices, products and services; and
profile and select "mystery shoppers" and/or "panel members" to assist in carrying out studies into consumer opinions on business practices, products and services; and
use results in aggregate form only to be used for public relations purposes.

We will never attribute any information that you have provided to us in any public forum or use your name or any other personal information. We will not pass any personal data to third parties.

3. Membership

There is no cost for participating in Your Voice

You must be 18 years old or over to participate in Your Voice

You agree to provide us with accurate and complete information about your identity.

You must keep such data up-to-date during membership.

You may not transfer your membership to another person.

We reserve the right to impose, without prior notice to change, suspend or withdraw Your Voice at any time.

We cannot guarantee that Your Voice will operate continuously or without interruptions or be error-free. You must not attempt to interfere with the proper working of the Your Voice and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt Your Voice or any computer system, server, router or any other internet-connected device.

4. Posting content

The primary opportunity to take part in Your Voice will be through a range of surveys which are emailed to you however other communication channels may be used from time to time. .

There may be further opportunities to take part in forums or other online interaction.

If and when you post content on Your Voice (Content), you will be granting Power NI a non exclusive, perpetual, irrevocable, royalty free licence to use it. If you are concerned about this, then simply don't post material or content that you would not wish us to use.

Power NI agree to limit the surveys distributed to respondents to a maximum of 2 surveys per calendar month.

You should act with consideration and courtesy in dealings with other members.

Please note that you are prohibited from posting the following Content on Your Voice:

- Racist, sexist, ageist, pornographic, blasphemous, obscene, insulting and vulgar or otherwise objectionable content, and content that glorifies or belittles violence or is contrary to good morals;
- Content that has a detrimental effect on or endangers children in respect of their development or education or violates human rights or other protected legal interests;
- Content which is illegal or that could persuade others to commit illegal or immoral acts;
- Defamatory, insulting or offending remarks;
- Threats or other forms of aggravation or harassment against other Members, providers or third parties;
- Abusive criticism, slander, swear words, insults, lies or incorrect information;
- Content that may violate third-parties' rights to the self-determination of information or which is invasive of privacy or infringes intellectual property rights;
- Copied content to which you have no rights;
- Content that constitutes a security risk, for example software viruses;
- Links to websites with content that violates applicable law, poses a threat to children or is otherwise illegal;
- Names, addresses, telephone numbers or e-mail addresses outside your Member profile;
- Content which consists of or contains political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or similar form of communication.

In respect of any Content you warrant that:

- You own or otherwise control all of the rights to the Content that you post;
- To the extent that such Content includes photographs or other media you warrant that you have obtained the consent of the subject of such photograph or other media (or in the case of persons under the age of 18 their parent or guardian);
- Use of the Content will not cause injury to any person or entity; and
- the Content is not defamatory

You agree to indemnify us and our subsidiaries, affiliates, officers, agents and employees against all liabilities, claims and expenses and hold us harmless for all claims brought by any third party arising out of or in connection with a breach of these Terms and Conditions by you. We reserve the right to remove or edit any Content at any time without notice.

We operate on a "notice and takedown" basis. If you believe that any Content on the site contains a defamatory statement or is otherwise in breach of these Terms and Conditions, please notify us using the contact details set out below.

Once this procedure has been followed we will use all reasonable endeavours to remove any defamatory or other infringing Content that is complained about within a reasonable time.

5. Cancellation or termination of Your Voice membership

You are entitled to terminate your membership at any time without serving notice.

We are entitled to terminate your membership at any time without notice.

If we terminate your membership due to a breach of these Terms and Conditions, you may only reapply for Your Voice membership following express approval by us. Your Voice members are not permitted to enable former members, whose membership has been terminated without notice, to use Your Voice.

6. Liability

Your Voice is provided on an "as is" and "as available" basis. We accept no liability and offer no warranties or conditions in relation to Your Voice or its Content, to the fullest extent such liability can be excluded by applicable law. You acknowledge that all Content is the sole responsibility of the person from whom such Content originated and, as such, we do not warrant the accuracy, integrity or quality of such Content.

In no event shall we be liable to you for any indirect or consequential loss, loss of profit, revenue, business or goodwill arising from your use of, or inability to use, Your Voice or any Content. Except as provided in these Terms and Conditions, all terms implied by law are excluded to the fullest extent permitted by law.

We accept liability for death or personal injury caused by our negligence and responsibility for fraudulent misrepresentation and any other liability that cannot, under Northern Ireland law, be excluded.

Insofar as our liability is excluded or limited in accordance with the above provisions, this shall also apply to the liability of our subsidiaries, affiliates, employees, representatives and agents.

7. Accuracy of Content

The Content posted on Your Voice is the sole responsibility of the Member posting it and we make no representation or warranty that any Content is accurate, complete or up-to-date and, to the fullest extent permitted by law, we accept no liability for any loss or damage caused by any reliance placed on such Content by you or anyone to whom you communicate such Content.

8. Intellectual Property Rights

All information and content on Your Voice including but not limited to text, software, photographs and graphics is protected by copyright. We own copyright and/or database rights in the selection, coordination, arrangement and enhancement of such information and Content, as well as in the original content. Except as expressly set out in these Terms and Conditions, nothing in these Terms and Conditions shall give you any rights in respect of any intellectual property owned by us. You shall not assert or attempt to obtain any such rights and you shall not use, copy, reproduce, modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, our name, trade mark Your Voice, in whole or in part, except as provided in these Terms and Conditions.

You may download information from Your Voice for your own personal non-commercial use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission and that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trade mark legend or copyright notice shall be

made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

9. Compliance with applicable laws

In addition to these Terms and Conditions, in your use of Your Voice you agree to comply with all applicable laws, regulations, orders and codes of practice including (without limitation) the Data Protection Act 1998.

10. General provisions

We reserve the right in accordance with the following provisions to amend the Terms and Conditions and services provided on Your Voice.

We may wish to change these terms in the future and reserve the right to do so at any time.

Any changes in Terms and Conditions will be effective as soon as published on the Your Voice section of the Power NI website. You should check the Terms and Conditions from time to time to ensure that you are aware of and are complying with the current version. If you do not agree with any changes, then please stop using Your Voice immediately.

Northern Ireland law applies to the Terms and Conditions and any dispute between us regarding Your Voice or arising out of or in connection with these Terms and Conditions will only be dealt with by the Northern Ireland courts.

Any formal legal notices should be sent to us at the address set out below by email and confirmed by post.

Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms and Conditions

11. Contact details

Your Voice

Power NI

Woodchester House

50 Newforge Lane

Belfast BT9 5NW

Email: yourvoice@powerni.co.uk

Prize Draw Terms & Conditions

I. The Prize Draw is open to all 'Your Voice ' members.

II. Each time you complete a survey in a you will be entered into that survey's Prize Draw.

III. For each survey there will be a prize draw, the value of the prize will be stated in the survey and will be issued in the form of High Street Vouchers. Only those who complete the survey will be entered.

IV. The closing date for each monthly Prize Draw is midnight on the last day of the survey

V. The prizes are subject to availability.

VI. The Promoter reserves the right to substitute a prize of equivalent or greater value if this is necessary for reasons beyond its control.

VII. The winner will be the first entry drawn at random within 1 week of survey closing

The Promoter reserves the right to re-draw the prizes if the prize-winner cannot be contacted within a reasonable period of time (to be established at the promoter's sole discretion).

VIII. Winners will be notified by email within 2 weeks of the draw.

IX. By entering the competition, the winner agrees to a 'Winners Photograph' and allows the free use of their names, photographs and general locations for publicity and news purposes during this and future promotions by Power NI Energy Ltd or any associated or subsidiary company of Power NI Energy Ltd.

X. No cash alternative will be offered for the prize.

XI. The name of the month's prize draw winner is available at request. Requests should be emailed to yourvoice@powerni.co.uk.

XII. By entering this promotion, participants agree to be bound by these Terms and Conditions and that the decision of the promoter is final and binding in all matters relating to this promotion and no correspondence will be entered into.

XIII. The promoter reserves the right to alter, amend or foreclose this Prize Draw without prior notice in the event that unforeseen circumstances make this unavoidable.

XIV. This promotion is governed by the laws of Northern Ireland.

Promoter: Power NI, Woodchester House, 50 Newforge Lane, Belfast BT9 5NW