

3 MONTHS FREE* WIRELESS BROADBAND 1 YEAR FIXED TERM OFFER TERMS & CONDITIONS.



EXISTING CUSTOMERS

Effective date 7 December 2023

It's wonderful that you've decided to take up a new offer with Mercury. Here's everything you need to know about the offer. Lots of words, we know, but it's all the important stuff so grab a cup of tea and have a read!

1 THE OFFER

1.1 Get 3 months free* broadband, when you add a wireless broadband service to your existing electricity service with Mercury for a 1 year fixed term. *A \$14.95 postage and handling charge applies. See clause 9 for more detail.

2 ELIGIBILITY

2.1 This offer is provided by Mercury NZ Limited and is only available to existing residential customers who are adding wireless broadband at the same address and who are not already on a fixed or minimum term energy agreement, other than Friends Extra.

2.2 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. This offer is not available in conjunction with any other offer. For more information, please call us on 0800 10 18 10.

2.3 The offer is not transferable or redeemable for cash.

3 CHANGES

3.1 This offer may be subject to change or expiry without prior notice.

4 APPLICATION

4.1 These offer terms and conditions (the "Offer Terms") are in addition to Mercury's General Residential Terms, Electricity and Piped Gas Terms, Phone and Internet Terms, and Privacy Policy, which also apply. To the extent of any inconsistency, these Offer Terms will take precedence and apply. Please see our website mercury.co.nz for full details.

5 TERM

5.1 This is a 1 year fixed term contract (the "Term") for broadband. There is no fixed term for power, gas, landline phone or mobile phone services.

6 TERM COMMENCEMENT

6.1 The Term starts at the point when your broadband service has been connected with Mercury, or at the end of any cooling-off period that applies to you, whichever is later.

7 ENERGY PRICING

7.1 On commencement of the Term, unless we tell you otherwise, your energy prices will be the prices that you are paying as a Mercury energy customer and if applicable, any discounts you are receiving under your existing energy agreement will continue to apply.

8 CHANGES TO PRICING

8.1 The price for your broadband plan applies for the Term. However, if you switch or terminate your electricity services during the Term, your fixed broadband price may be subject to change.

8.2 Your electricity and (if applicable), piped gas and LPG pricing may be subject to change at any time during the Term.

8.3 If you have electricity and either piped gas and/or LPG with Mercury at the same address (determined by Electricity and Gas registry data provided to Mercury) you will also receive a 15 cent per day Dual Fuel Discount. The Dual Fuel Discount will be applied as a credit to your bill each month. If you no longer have both electricity and either piped gas or LPG at the same address with Mercury, you will not receive the Dual Fuel Discount.

8.4 At the end of the Term, plan prices and any discounts may be subject to change. You will be given notice of any changes in accordance with Mercury's General Residential Terms.

8.5 If during the Term you move to a different property, your energy pricing and Dual Fuel Discount may be different at your new property.

8.6 If during the Term you move to a different property, you must remain on the same broadband service you signed up for as part of this offer. If that broadband service is not available at the new property, you must retain a broadband service with us in order to remain eligible for this offer.

9 ROUTER REQUIREMENTS

- 9.1 You will require a Mercury router for this service. A Mercury router will be provided to you free of charge, with the exception of a \$14.95 postage and handling charge. This postage and handling charge applies for the delivery of all Mercury-issued routers, and will be added to your first bill.

10 YOUR BROADBAND PLAN AND PRICES

- 10.1 You'll receive free* broadband for the first 3 months of the Term, and pay the rates as shown in the table below for the remaining 9 months of the Term, as determined by your wireless broadband plan.
- 10.2 3 months free broadband only applies to the Monthly charge for your chosen plan, and one automatically applied 10GB data pack per month for 3 months (applicable to capped plans only). It does not apply to other charges such as calls, calling plans or additional manually applied data packs

Eligible Service (All rates in this table are shown after Mercury's \$15 Broadband Bundle Discount has been applied.)	Months		
	1-3	4-12	
	With Phone & Naked	With Phone	Naked
120GB (Capped) Wireless Broadband	\$0	\$79	\$69
300GB Urban Wireless Broadband	\$0	\$84	\$74
300GB Rural Wireless Broadband	\$0	\$149	\$139
1000GB Wireless Broadband (specific availability restrictions apply)	\$0	\$89	\$79

11 BROADBAND BUNDLE DISCOUNT

- 11.1 As part of this offer, you'll have energy and broadband with Mercury, so we will apply a \$15 per month discount on your chosen broadband package – the Broadband Bundle Discount. This will apply from the point in which your free broadband period ends.
- 11.2 The discounted broadband prices (with the Broadband Bundle Discount applied) are shown in the table above.
- 11.3 You will continue to receive the Broadband Bundle Discount for your chosen broadband plan, as long as you continue to keep a broadband service and an electricity or gas service with Mercury.

12 CHANGING YOUR BROADBAND PLAN DURING THE TERM

- 12.1 You may be able to change between wireless broadband plans during the Term, subject to availability. However, if you choose to change your wireless broadband plan to one with a lower data allowance, we cannot guarantee that you will be able to switch back to a plan with a higher data allowance in future.
- 12.2 Wireless Broadband customers may change to FibreClassic or FibreMax (but not FibreLite) during the Term, subject to availability at the property.

13 WIRELESS BROADBAND

- 13.1 Wireless broadband services are not available in all areas, or to all properties or customers within availability areas. In addition, the 1000GB plan is available only in limited areas proximate to cellphone towers. Please contact us or see our website to determine whether wireless broadband is available at your address.
- 13.2 If you have chosen a capped wireless broadband plan, any unused data from your monthly data allowance will not be carried forward to the following month.
- 13.3 Additional data packs are available for capped wireless broadband plans 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 on your capped wireless broadband plan 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 capped wireless broadband plans. Data packs are available for use for 30 days from purchase.
- 13.4 If you have chosen a wireless broadband plan that is not a capped plan, any unused data from your monthly data allowance will not be carried forward to the following month. Once your full monthly data allowance has been consumed the maximum speeds for your wireless broadband plan will be reduced to 5Mbps until your monthly plan renewal date. Where your maximum speeds have been reduced, you will still be able to use your wireless broadband but you may experience some degradations (such as lower video resolution) when watching video, streaming or loading images. Your speeds may be less than 5Mbps during the period that your maximum speeds are reduced because of other factors that affect wireless broadband speeds (see Mercury's Phone and Internet Terms for details).
- 13.5 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.

14 EARLY TERMINATION FEES

- 14.1 When you sign up to Mercury, we incur costs 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. If you terminate or switch broadband providers within the Term, you'll need to pay an Early Termination Fee of \$400 (this will be added to your next bill). An Early Termination Fee is only payable once during the Term.
- 14.2 If your Agreement with Mercury is terminated under the "Termination" section of Mercury's General Residential Terms and Conditions for your breach (including, for example, for regular non-payment of invoices), the applicable Early Termination Fees set out in these offer terms will be payable by you.

15 OTHER TERMINATION CONSEQUENCES

- 15.1 If you cancel or switch all your energy services, you'll lose your Broadband Bundle Discount. If you cancel your electricity service or switch your electricity provider during the Term, from the next billing period you will lose any remaining months of your free 3 months and will also be charged the then standard Mercury monthly rate for your broadband plan speed.
- 15.2 If you have an existing fixed term energy agreement that is being cancelled before the end date, you will also need to pay any Early Termination Fees payable under that agreement.
- 15.3 There is no Early Termination Fee if you:
- (a) switch gas providers or cancel your gas service
 - (b) switch landline phone providers or cancel your landline phone service
 - (c) switch mobile phone providers or cancel your mobile phone service.