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Lower Energy Consumption Together - General Rules and Conditions

1 INTRODUCTORY PROVISIONS

These General Rules and Conditions of the GEN-I promotional campaign Lower Energy Consumption Together (hereinafter referred to as the “Conditions of Participation”) set out the general rules, content and conditions of the promotional campaign Lower Energy Consumption Together of GEN-I, trgovanje in prodaja električne energije, d.o.o., Vrba 17, 8270 Krško, Registration No.: 1587714000, VAT ID No.: SI71345442 (the business entity is subject to VAT), entered in the Court Register of the Republic of Slovenia under entry No.: 10452400 (hereinafter referred to as the “Contractor”), who is both the Contractor and the organiser of the Promotional Campaign. The Contractor shall grant the benefits arising from the provisions of these Conditions of Participation to all Customers who meet all the Conditions of Participation in this Promotional Campaign and in the manner described herein. The provisions of the Conditions of Participation shall apply mutatis mutandis together with the provisions of the General Terms and Conditions of GEN-I, trgovanje in prodaja električne energije, d.o.o. for the Supply of Electricity to Household Customers and/or the General Terms and Conditions of GEN-I, trgovanje in prodaja električne energije, d.o.o. for the Supply of Natural Gas to Customers Connected to the Natural Gas Distribution System in the Customer Groups From CDK1 up to and Including CDK8 (hereinafter referred to as the “General Terms and Conditions”). In case of a discrepancy between the provisions of these Conditions of Participation and the provisions of the General Terms and Conditions, the provisions of the Conditions of Participation shall prevail for this Promotional Campaign only.

The purpose of the Lower Energy Consumption Together Promotional Campaign (hereinafter referred to as the “Campaign”) is to encourage the Contractor’s customers to voluntarily reduce their consumption of electricity and/or natural gas as a result of the energy crisis in the market during the period set out in these Conditions of Participation.

For the purposes of the Campaign and these Conditions of Participation, a natural person is a purchaser of electricity who is a household customer of electricity and/or a purchaser of natural gas who is a household customer of natural gas, excluding self-supply customers. A household customer within the meaning of the provisions of these Conditions of Participation is a customer who is also a consumer and who purchases electricity and/or natural gas for their own household use, which excludes use for commercial or professional activities and which excludes the purchase of electricity and/or natural gas to supply the common areas of multi-apartment buildings and the consumption of other appliances in the common areas of multi-apartment buildings with electricity/natural gas, etc. as well as self-supplying customers.

2 WHO IS A BENEFICIARY OF THE CAMPAIGN

A beneficiary may be a natural person, as defined in Section 3.1.3, who meets all the conditions set out below:

- is an existing customer of the Contractor regarding electricity and/or natural gas, which means that they have at least one valid Electricity Supply Contract for Household Customers or a Natural Gas Supply Contract for Household Customers for the metering site/point concluded with the Contractor as at the date of these Conditions of Participation, and that, under the Contract so concluded, the metering site or point, which is the subject of such Contract, has been included in the Contractor’s balance group not later than up to and including 30 September 2022;
- does not have an electricity self-supply contract in accordance with the legislation in force;
- has not exercised their right to waive the Discount in accordance with Section 4.d of these Conditions of Participation;
- is acquainted with these Conditions of Participation, including the terms and conditions for the protection of personal data referred to in Section 9 (hereinafter referred to as the “Beneficiary”).

Participation of the Beneficiary in the Campaign is free of charge. The Beneficiary shall have the right to waive the right to the Discount at any time in accordance with these Conditions of Participation as defined in Section 4.d.

3 COMMUNICATION WITH BENEFICIARIES, DURATION, COURSE AND IMPLEMENTATION OF THE CAMPAIGN

a) Communication with Beneficiaries

The Contractor shall inform the Beneficiaries about the launch and implementation of the Promotional Campaign in a written notification to the Beneficiaries before the Campaign Launch Date as defined in these Conditions of Participation, by mail, on the monthly invoice, on the website, on the Moj Gen-I portal and on the Contractor’s social networks. The notification shall inform the Beneficiaries of the purpose of the Campaign and its duration and explicitly draw their

attention to these Conditions of Participation, which shall be available to the Beneficiaries throughout the Campaign Duration at the Contractor's registered office and on the Contractor's website www.gen-i.si.

The Contractor shall communicate with the Beneficiaries during the Campaign Duration and concerning the implementation of the Campaign via the e-mail address provided by the Beneficiary as the contact for the execution of the concluded Electricity and/or Natural Gas Supply Contract(s) as well as via the Moj Gen-I portal and the Contractor's website. If the Beneficiary changes their e-mail address, they undertake to notify the Contractor of such change in accordance with the General Rules and Conditions.

b) Duration of the Campaign

The Campaign shall launch on 1 October 2022 (hereinafter referred to as the "Campaign Launch Date" and is expected to end on 30 September 2023 (hereinafter referred to as the "Estimated Campaign End Date"). The period from the Campaign Launch Date to the Estimated Campaign End Date shall be referred to as the Campaign Duration for the purposes of these Conditions of Participation.

The Contractor reserves the right, at any time and for any reason whatsoever, to unilaterally change the Estimated Campaign End Date and the Campaign Duration, whether in the form of an extension or a shortening, by posting/emailing a notification to that effect on the invoice and/or by email.

c) Course and implementation of the Campaign

During the Campaign Duration, the Contractor shall monitor the total supply and consequent consumption of electricity and/or natural gas of the household customers of electricity and/or natural gas, as defined in the General Terms and Conditions, which are and have been included in the Contractor's balance group for the entire period of the two quarters subject to comparison, as defined below, excluding self-supplying electricity customers. In addition, for electricity, the Contractor shall only take into account the supply and consequent consumption reported by advanced meters¹, which allow the Contractor to keep track of the actual supply and consequent consumption of electricity on an ongoing basis.

The Contractor shall monitor the indicated total supply and/or consumption of electricity and/or natural gas on a quarterly basis, separately for Quarter 4 in 2022 ("Q4"), i.e. the total supply and/or consumption of electricity and/or natural gas in the period from 1 October 2022 to 31 December 2022 inclusive; for Quarter 1 in 2023 ("Q1"), i.e. the total supply and/or consumption of electricity and/or natural gas in the period from 1 January 2023 to 31 March 2023 inclusive; for Quarter 2 in 2023 ("Q2"), i.e. the total supply and/or consumption of electricity and/or natural gas in the period from 1 April 2023 to 30 June 2023 inclusive; and for Quarter 3 in 2023 ("Q3"), i.e. the total supply and/or consumption of electricity and/or natural gas in the period from 1 July 2023 to 30 September 2023. If the Campaign Duration is extended or shortened, the same pattern shall apply for a shorter or longer period.

The Contractor shall compare the total supply or consumption of electricity and/or natural gas in each quarter as described in the preceding paragraph with the supply or consumption of electricity and/or natural gas in the corresponding quarter of the previous year under the same conditions (e.g. the total supply or consumption of electricity and/or natural gas in Quarter 4 of 2022 shall be compared with the total supply or consumption of electricity and/or natural gas in Quarter 4 of 2021), taking into account the impact of weather conditions².

If the comparison of the total supply or consumption of electricity and/or natural gas in the compared quarters in the manner defined in the preceding paragraph results in savings, i.e. the total supply or consumption of electricity and/or natural gas in the relevant quarter under the specified conditions during the Campaign Period is lower than in the relevant quarter of the preceding year (hereinafter referred to as the "Savings"), the Contractor shall apply a discount to the Beneficiaries as set out in Section 4 (hereinafter referred to as the "Discount"). The Savings shall be expressed as a percentage (%).

¹ Excluded are so-called "conventional meters" - analogue or electronic meters that are not equipped to send and receive data.

² When comparing corresponding quarters, the Contractor shall also take into account the impact of weather conditions, i.e. for each quarter, the Contractor shall calculate what the consumption would have been if the weather conditions had not deviated from the ordinary, expected temperatures. Expected temperatures shall be calculated as the average temperature by month for the last 5 or more years.

4 AMOUNT OF DISCOUNT, DISCOUNT CREDITING, DISCOUNT NOTIFICATION AND WAIVING THE RIGHT TO THE DISCOUNT

a) Amount of Discount

The Contractor shall determine the amount of the Discount in EUR (price with 9.5%³ or 22% VAT) for each quarter according to the percentage of Savings as shown in the table below. The amount of the Discount shall be set separately for electricity Savings and natural gas Savings, the latter of which varies by quarter.

Electricity Savings

Savings	Amount of Discount		
	price without VAT	price with 9.53% VAT	price with 22% VAT
1%		€1.10	€1.22
2%	€1.00	€1.10	€1.22
3%			
4%			
5%	€4.00	€4.38	€4.88
6%			
7%			
8%	€7.00	€7.67	€8.54
9%			
10%			
11%	€10.00	€10.95	€12.20
12%			
13% or more	€13.00	€14.24	€15.86

Natural gas Savings

Savings	Amount of Discount Winter season (October to March inclusive)			Amount of Discount Summer season (April to September inclusive)		
	price without VAT	price with 9.53% VAT	price with 22% VAT	price without VAT	price with 9.53% VAT	price with 22% VAT
1%						
2%	€2.00	€2.19	€2.44	€1.00	€1.10	€1.22
3%						
4%						
5%	€8.00	€8.76	€9.76	€4.00	€4.38	€4.88
6%						
7%						
8%	€14.00	€15.33	€17.08	€7.00	€7.67	€8.54
9%						
10%						
11%	€20.00	€21.90	€24.40	€10.00	€10.95	€12.20
12%						
13% or more	€26.00	€28.47	€31.72	€13.00	€14.24	€15.86

³ Pursuant to the Act Determining Measures to Mitigate the Consequences of Energy Commodity Price Rise in Business and Agriculture (Official Gazette of the Republic of Slovenia, No. 114/2022 of 31 August 2022), VAT on the supply of energy products (electricity, natural gas) and on the related duties and contributions for the period from 1 September 2022 to 31 May inclusive shall be levied and paid at the VAT rate of 9.5%. Upon the expiry of the period of the reduced statutory VAT rate, the VAT rate shall be 22%, or the statutory rate applicable at that time.

b) Discount crediting

The Discount shall be automatically credited by the Contractor to the Beneficiary(ies) on the invoice(s) for the electricity and/or natural gas supplied and/or on the total monthly invoice, as explained below:

- for Quarter 4 of 2022 (“Q4”), the Discount shall be credited on the invoice(s) for electricity and/or natural gas supplied in February 2023;
- for Quarter 1 of 2023 (“Q1”), the Discount shall be credited on the invoice(s) for electricity and/or natural gas supplied in May 2023;
- for Quarter 2 of 2023 (“Q2”), the Discount shall be credited on the invoice(s) for electricity and/or natural gas supplied in August 2023;
- for Quarter 3 of 2023 (“Q3”), the Discount shall be credited on the invoice(s) for electricity and/or natural gas supplied in November 2023.

However, if the Campaign Duration is extended or shortened, the same pattern shall apply for a shorter or longer period.

The Discount shall be credited as a separate item on the invoice(s) in a lump sum for each metering or consumption site/point separately.

If the value of the payment on the monthly invoice where the Discount is applied exceeds the amount of the Discount, the Beneficiary shall be obliged to pay the difference as specified in the monthly invoice. If the value of the Discount exceeds the amount set out in the invoice, a credit note shall be issued to the Beneficiary to be applied to future invoices of the Beneficiary.

The Discount cannot be paid in cash. The Discount is not transferable between Beneficiaries nor between their metering sites or points. The relevant data shall be the data from the valid Electricity Supply Contract for Household Customers or Natural Gas Supply Contract for Household Customers for the metering site/point or, in the case of a pending switch of electricity and/or natural gas supplier, another relevant document.

The Contractor shall not grant the Discount to the Beneficiary for the relevant metering or consumption site/point, in accordance with these Conditions of Participation, if:

- The Beneficiary’s Electricity Supply Contract for Household Customers or Natural Gas Supply Contract for Household Customers for a metering or consumption site/point terminates for any reason during the Campaign Period;
- Any changes occur at the metering or consumption site/point during the Campaign Period (e.g. change of owner or payer, customer group or type of contract, etc.).

In such case, the Contractor shall only grant the Discount for the quarter already ended (e.g. if the Beneficiary’s Electricity Supply Contract for Household Customers terminates after the end of Quarter 4 of 2022, i.e. on 15 January 2023, the Contractor shall only grant the Discount, if any, accrued in Quarter 4 of 2022).

The Contractor reserves the right not to grant the Discount, in accordance with these Conditions of Participation, if the Beneficiary is in breach of the Conditions of Participation or applicable regulations or if the Beneficiary is in arrears with the payment of more than three consecutive monthly invoices.

For the avoidance of doubt, after the Promotional Campaign, the Contractor shall charge for the electricity and/or natural gas supplied at the Seller’s applicable Regular Price List in accordance with the applicable Contract concluded between the Beneficiary and the General Rules and Conditions.

c) Discount notification

The Beneficiary shall be notified of the amount of the Discount on the Moj Gen-I portal and directly on the invoice(s) where the Discount shall be applied.

d) Waiving the right to the Discount

If the Beneficiary does not wish to benefit from the Promotional Discount (anymore), they may notify the Contractor at any time by sending a written cancellation to the Contractor’s email address elektrika@gen-i.si or plin@gen-i.si without

stating a reason, with the notation LOWER ENERGY CONSUMPTION TOGETHER CAMPAIGN - CANCELLATION. The cancellation shall take effect upon receipt of the notification by the Contractor. In such case, the Contractor shall only grant the Discount for the quarter already ended (e.g. if the Contractor receives a written cancellation from the Beneficiary after the end of Quarter 4 of 2022, i.e. on 15 January 2023, the Contractor shall only grant the Beneficiary the Discount, if any, accrued in Quarter 4 of 2022). The Beneficiary may withdraw the cancellation at any time by written notice to the e-mail address provided. The cancellation shall take effect from the time of receipt of the written notification by the Contractor and shall apply from the start of the next quarter.

e) Taxes

Pursuant to paragraph seven of Article 19 of the Income Tax Act, the Discount shall not be considered income under the Income Tax Act.

5 SUPPORT CENTRE FOR BENEFICIARIES

Beneficiaries may address any questions or issues regarding the Campaign to the Support Centre:

- by phone on 080 1558; or
- on the Moj Gen-I portal.

6 TERMINATION OF THE CAMPAIGN AND LOSS OF BENEFICIARY STATUS

Except as otherwise provided in these Conditions of Participation, the Campaign and all the rights and obligations of the parties thereunder shall terminate on the Campaign End Date, which shall be determined in accordance with Section 3.b.

If the Beneficiary ceases to meet the conditions required for the status of Beneficiary (e.g. no longer has an Electricity Supply Contract for Household Customers or a Natural Gas Supply Contract, etc. with the Contractor) as set out in these Conditions of Participation, the Beneficiary shall automatically cease to be eligible to participate in the Campaign and to be eligible for the Discounts, if any, resulting from the Campaign. The Contractor shall not inform the Beneficiary thereof separately.

The Contractor may discontinue the Campaign at any time, thereby shortening the Campaign Duration, as set out in Section 3.b. Participation of all Beneficiaries in the Campaign shall cease on the date specified in the notice.

7 RESPONSIBILITIES AND RIGHTS OF THE CONTRACTOR

The Contractor reserves the right to suspend the Campaign at any time in accordance with Section 3.c in the event of system maintenance, technical, system upgrades or other activities necessary for the smooth operation or improvement of the Contractor's systems and shall not be obliged to inform the Beneficiaries thereof.

The Contractor shall not be liable for the following:

Technical failures not caused by the Contractor or by a person for whom the Contractor is responsible, as well as for damages in case of force majeure or other unforeseeable and unexpected events beyond the Contractor's control, or for damages caused by third parties;

Consequential damages, indirect damages or potential damages, lost profits and other damages that may result from the exploitation of the Beneficiary by third parties;

- Links to other websites or for the content of other websites; any damage caused by visiting other websites shall be the sole responsibility of the owner of the other website;
- Incorrect or improper use of the Beneficiaries' or third parties' services;
- Misuse of the Beneficiaries' e-mails by third parties beyond the control of the Contractor.

8 COPYRIGHT

The Contractor is the owner of all material and moral copyrights in the copyright content in the broadest sense (content, text, graphic elements, photographs, illustrations or other representations of text, video, music, etc.) published on the website(s) or online application(s), all communications and documents related to the Campaign in accordance with the applicable laws governing copyright and other related rights and intellectual property in each case.

Content published by the Contractor may be used for personal and non-commercial purposes only. Without the express prior written permission of the Contractor, it is expressly prohibited to infringe on any material and moral copyright, including, in particular, the content may not be reproduced, publicly performed, transmitted, reproduced by means of phonograms or videograms, publicly displayed, modified, copied, distributed, republished or disseminated, except as expressly permitted

by law.

In the event of any authorised (i.e. written consent obtained) use of content published by the Contractor, all copyright and industrial property rights notices and other notices and warnings shall be preserved. Notwithstanding the permission granted hereinabove, the user must indicate the following on any reproduction or specimen of the content of these websites: GEN-I, d.o.o. – All rights reserved. The trademarks appearing on the websites are registered trademarks licensed or owned by the Contractor or a third party. Any use of these trademarks is expressly prohibited without the prior written consent of the right holder. All marks, including those not registered as trademarks, are protected under copyright law.

9 PERSONAL DATA

The Contractor, as the Controller, processes the Beneficiary's personal data in accordance with the regulations governing the protection of personal data. For the purpose of the Campaign, the Contractor shall process the Beneficiary's personal data based on a previously concluded Electricity and/or Natural Gas Supply Contract based on the law and legitimate interest.

More information on the processing of personal data, the Controller, the purpose of the processing of personal data, the legal basis for the processing of personal data, the recipients of personal data, the transfer of personal data to a third country, the period of storage, the obligations of the Controller and the rights of the user of the service is available on the Contractor's website at <https://gen-i.si/varstvo-osebni-podatkov/pogoj-varstva-osebni-podatkov-gen-i-doo/> (in the General Terms and Conditions referred to as the "Data Protection Terms and Conditions"). As explained in the Data Protection Terms and Conditions, Beneficiaries shall have the right to access, rectification, erasure, restriction of processing, objection to processing and data portability in respect of personal data relating to them, including the right to lodge a complaint with the Information Commissioner and to judicial redress. Beneficiaries may request the exercise of their rights with the Contractor by sending a message to dpo@gen-i.eu or by telephone on +386 7 48 81 840.

10 RESPONSIBILITY AND LIABILITY

The Contractor's website and other content provided to Beneficiaries as part of the Campaign may contain links to third-party websites. To the fullest extent permitted by law, the Contractor shall not be responsible for their content, and they shall be used at the Beneficiary's own risk. Consequently, to the fullest extent permitted by law, the Contractor shall not be liable for any damages or other consequence arising therefrom.

11 FINAL PROVISIONS

The Contractor shall notify the Beneficiaries directly of any changes to these Conditions of Participation before they enter into force. If the Beneficiary does not agree with the amended terms, they may exercise their right in accordance with Section 4.d.

The Beneficiary and Contractor shall endeavour to settle any disputes amicably. If this is not possible, the court having territorial jurisdiction in accordance with the law shall have jurisdiction to settle the dispute. The Contractor provides an out-of-court consumer dispute resolution procedure to Beneficiaries who are considered consumers under the Consumer Protection Act in accordance with the regulations. The Contractor recognises the European Centre for Dispute Resolution (ECDR) as the competent provider of out-of-court dispute resolution for consumer disputes, e-mail: info@ecdr.si, tel.: 00386 8 20 56 590. The test user can also access the Online Dispute Resolution (ODR) platform. The platform is available to consumers at <http://ec.europa.eu/odr>. More detailed information on handling complaints is available on the Contractor's website.

The invalidity or unenforceability of any provision and the failure to address any particular issue in these Conditions of Participation shall not affect the validity of any other provision and the validity of these Conditions of Participation. In such cases, the provision or contractual void shall be replaced by an interpretation closest to the intent of these Conditions of Participation.

These Conditions of Participation shall enter into force on 1 October 2022 and shall apply throughout the Campaign Duration.

GEN-I, d.o.o.
Management Board Krško

30 September 2022