

# Terms & Conditions

By entering the CLP Eco-Grade Pilot Programme, participants are deemed to have understood the method of participation, the details of the Programme, and accepted the following terms and conditions:

1. Participants must be: Residential users within the power supply network of CLP Power Company Limited (hereinafter referred to as "CLP"); Non-residential account and the units that is/are not used for normal Residential purposes, for example: the unit is owned by the developer, commercial purposes, or public service, etc. will not be eligible to participate in this programme.
2. This program is exclusively available to selected CLP registered residential customers who are active smart meter user for a minimum of 13 months.
3. Participants who move out from the household will lose the qualification to participate CLP Eco-Grade.
4. By participating in or applying the Programme, the participant understands and agrees that based on these terms, CLP POWER may use and disclose the information provided by the participant for the main purposes of conducting this Programme. For further information, please refer to:
  - [CLP POWER Privacy Statement](#)
  - [Personal Information Collection Statement of Energy Efficiency Index Programme](#)
5. CLP POWER has absolute discretion to determine the eligibility of customers to participate in this Programme. CLP POWER is not obliged to enter any correspondence with any party on any issue related to this Programme.
6. CLP Eco-Grade Pilot Programme is a residential green rating and reward scheme with core communications that include marketing information for promoting program-related offers. As per the Hong Kong Personal Data (Privacy) Ordinance, we are only permitted to send you marketing communications with your explicit direct marketing consent. Therefore, if you have not provided CLP such consent or have opted out from existing consent, we will then refrain from sending you pilot program communications with marketing information.
7. If CLP POWER is not capable of running as planned of reasons including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of CLP POWER, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Programme, CLP POWER reserves the right in its sole discretion to take any action that may be available.
8. In the event if CLP POWER, in its reasonable opinion, suspect or think that any participant tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, the participant will be disqualified.

9. If any of these Terms and Conditions becomes or is declared illegal, invalid or unenforceable for any reason, such Terms and Conditions shall not affect the legality, validity and enforceability of the other Terms and Conditions.
10. To the extent permitted by law, CLP POWER will not be liable to any person for any loss (including direct, indirect or other reasons, including but not limited to loss of income, profit or reputation) damage, liability, or personal injury arising from the plan.
11. The English version of these Terms and Conditions shall prevail in case of any discrepancy between the English and Chinese versions.
12. Regarding any dispute arising from the Programme, CLP POWER reserves the right to make final and binding decisions.
13. These terms and conditions shall be governed by the laws of Hong Kong. CLP POWER and the participants agree to irrevocably submit the exclusive jurisdiction of the courts of Hong Kong.
14. CLP POWER has the right to modify the eligibility of beneficiaries without any notification.
15. For any controversial issues, CLP POWER and Business Partners reserve the right to make final decision.
16. The deadline is based on the server record: <https://www.clp.com.hk>
17. CLP POWER reserves rights to modify the Terms and Conditions anytime without any prior notification.
18. Regarding any dispute arising from CLP Eco-Grade Pilot Program and the redemption, the decision of CLP Power and its partners shall be final and binding.
19. The offerings and programs provided by CLP Domeo and/or any third-party entities through the CLP Eco-Grade Pilot program are subject to their respective Terms and Conditions. Participants shall be obliged to read and understand the aforementioned Terms and Conditions and ensure their compliance with such Terms and Conditions.
20. CLP Power shall not be responsible for any matters or disputes relating to the offers provided by the respective partners. The respective partners are solely responsible for all warranties, obligations and liabilities in relation to such products or services.

# 條款及細則

參與中電綠星級先導計劃者，被視為已了解參與方法、計劃詳情，並接受以下條款及細則：

1. 參與者必須是：中華電力有限公司（下稱「中電」）供電網絡內的住宅用戶；非住宅賬戶和不用於正常住宅用途的單位，將不會獲得資格參與此計劃，例如：該單位由物業開發商擁有，並用於商業目的，或公共服務等。
2. 此先導計劃只限於特選受邀的住宅客戶。參與者必須已經成為智能電錶用戶至少 13 個月。
3. 若參與者在先導計劃的中途搬離原址將會失去參與先導計劃的資格。
4. 通過參與此先導計劃，參與者理解並同意中電可能會根據這些條款，使用並披露參與者所提供的資料，以作進行此計劃的目的。更多資訊，請參閱：
  - [私隱政策](#)
  - [中電綠星級個人資料收集聲明](#)
5. 中電有絕對酌情權決定客戶參加此先導計劃的資格。中電無義務就此計劃的任何問題聯繫任何一方進行。
6. 中電綠星級先導計劃是家居節能評級及獎賞計劃，當中會牽涉到計劃相關優惠的推廣資訊。根據香港《個人資料（私隱）條例》，只有在得到閣下的直銷推廣同意下，我們才能向閣下發送市場推廣訊息。因此，若閣下不同意中電向您進行直銷推廣，或在中電綠星級先導計劃的過程中拒絕中電的直銷推廣，我們將不能向閣下發送中電綠星級及其相關推廣資訊。
7. 如果由於包括電腦病毒、錯誤、篡改、未經授權的干預、欺詐、技術故障或任何其他超出中電可控制的因素而引致中電無法按計劃運行項目，因而破壞或影響此計劃的管理安全、公平或完整性或正確進行，中電保留其單方酌情權採取任何可用的行動。
8. 如果中電在合理意見、懷疑或認為任何參與者以任何方式篡改或干擾參與計劃的機制，或者未正確遵守參與流程的話，參與者將被取消資格。
9. 如果此條款及細則中的任何一項因任何原因變成或被宣布為非法、無效或不可執行，該條款和條件不應影響其他條款及細則的合法性、有效性和可執行性。

10. 在法律允許的範圍內，中電將不會對任何人因此先導計劃而產生的任何損失（包括直接、間接或其他原因，及包括但不限於收入、利潤或聲譽的損失）、損害、責任或人身傷害負責。
11. 如果英文和中文版本的條款及細則之間存有任何差異，應以英文版本為準。
12. 對於此計劃的任何爭議，中電保留作出最終及具約束力的決定的權利。
13. 這些條款和條件應受香港特別行政區的法律管轄。中電和參與者同意無條件地提交香港法院的專屬管轄權。
14. 中電有權在沒有通知的情況下，修改受益人的資格。
15. 對於任何爭議，中電和商業夥伴保留最終決定的權利。
16. 截止日期以服務器記錄為準：<https://www.clp.com.hk/zh/>
17. 中電保留隨時修改條款及細則的權利，並無須事先通知。
18. 對於因中電綠星級先導計劃及優惠兌換而產生的任何爭議，中電和其合作夥伴的決定是最終決議且具約束力。
19. 第三方提供之中電綠星級先導計劃的相關優惠及項目受第三方的條款及細則管轄。這些優惠和計劃的用戶有義務遵守第三方的條款及細則。
20. 中電對於合作夥伴所提供的優惠及計劃所產生的任何事宜或爭議，都不具有任何責任。相關產品或服務的所有保證、義務和責任負責都由合作夥伴負責。