



LUMO REWARDS™ CREDITS PROMOTION

Terms and Conditions (as at 30 August 2021)

1. The Promotion

- (1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the Lumo Rewards Credits Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12:01am ACST, Friday 1 October 2021 and closes at 11:59pm ACDT, Sunday 31 October 2021 (**Promotion Period**).
- (3) The Promotion is a game of chance.

2. Promoter's Details

The promoter is Lumo Energy (SA) Pty Ltd (ABN 61 114 356 697) of 570 Church Street, Cremorne, Victoria 3121 (**Promoter**). The Promotion is authorised under SA Permit No. T21/1444.

3. Eligibility

- (1) Subject to clauses 3(2) and 3(3), entry in the Promotion is only open to any South Australian residential customer of the Promoter who is 18 years or older and:
 - (a) who is currently on, or has signed up to, a Lumo Plus plan or Lumo Movers plan during the Promotion Period and is eligible to receive Rewards Credits under the Lumo Rewards™ Program Credits Offer, available at www.lumoenergy.com.au/rewards-credits-competition/winners; and
 - (b) who during the Promotion Period has redeemed all or part of their Rewards Credits via the Website or the Mobile App,
(Eligible Entrant).
- (2) Employees and their immediate families of the Promoter and Lyfe Loyalty Pty Ltd (ABN 65 166 836 648) and their affiliates and subsidiaries are not eligible to enter.
- (3) The Promoter reserves the right to verify the validity of each entry. The Promoter reserves the right to disqualify any person for tampering with the entry process or who otherwise does not comply with these Terms and Conditions.

4. How to Enter into the Promotion

Each Eligible Entrant as at the end of the Promotion Period will automatically be placed into the Prize Draw to be held in accordance with clause 6. An Eligible Entrant who is entered into the Prize Draw will be an "**Entrant**".

5. The Prize

- (1) The Promoter is offering Entrants the chance to win one of one hundred and fifty (150) identical prizes. Each prize consists of \$100 worth of Rewards Credits to be issued in accordance with clause 7 (**Prize**).
- (2) The total value of the Prizes is \$15,000.

6. Prize Winners

- (1) The Prizes will be drawn via electronic draw at 11:00am AEDT on Tuesday 9 November 2021 at the offices of Edge Loyalty, Lvl 1, 534 Church St, Cremorne VIC 3121 (**Prize Draw**).
- (2) The first one hundred and fifty (150) valid entries drawn via electronic draw will win a Prize (each a **Prize Winner**).
- (3) Within two (2) business days of the Prize Draw, the Promoter will notify the Prize Winners by:



- (a) email, at the email registered with the Promoter;
- (b) telephone, at the telephone number registered with the Promoter; and
- (c) publishing the Prize Winners' names on the Promoter's website at: www.lumoenergy.com.au/rewards-credits-competition/winners.

7. Prize Details

- (1) Within twenty (20) business days of the Prize Winners being selected, the Prizes will automatically be credited to each Prize Winner's Lumo Rewards™ account, provided that the Prize Winner has not transferred to a new energy retailer. If the Prize Winner loses access to the Lumo Rewards™ program for whatever reason, that Prize Winner will forfeit their Prize and will not receive any alternative prize. If this occurs the Prize will be an unclaimed prize. The Promoter may conduct such further draws as necessary for any unclaimed Prizes (subject to the approval of the South Australian gaming authority). The redraw will be conducted at the offices of Edge Loyalty, Lvl 1, 534 Church St Cremorne VIC 3121 at 11:00am AEDT on Friday 11 February 2022, subject to any written direction given under applicable law. Any Prize Winner(s) of an unclaimed Prize will be notified in the manner set out in clause 6(3). Any further draws that may be required to allocate any Prizes that remain unclaimed following the redraw held on 11 February 2022 will be conducted in accordance with the instructions of the South Australian gaming authority.
- (2) The Promoter is not responsible thereafter for the manner in which the Prizes are credited or any characteristics of those Rewards Credits. Rewards Credits awarded must be redeemed, in accordance with and subject to the Terms and Conditions of the Lumo Rewards program.
- (3) The redemption of each Prize is subject to the availability of rewards that may be obtained through the Lumo Rewards program.

8. Other Matters Relating to the Promotion

- (1) Entries will only be accepted during the Promotional Period and will be deemed to be received only when received by the Promoter. The Promoter is not liable for any problems with communications networks. Entrants are responsible for their own costs associated with entering. If an Entrant enters using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, they may be disqualified.
- (2) If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax. Entrants should seek their own independent financial advice. If for GST purposes this Promotion results in any supply being made for non-monetary consideration, Entrants must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- (3) Without limiting any other term of these Terms and Conditions, all Prizes (and elements of Prizes) must be taken as and when specified, or will be forfeited with no replacement. The Prize values are in Australian Dollars, are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value.
- (4) By entering, Entrants request that their full address not be published.
- (5) The Promoter's decision is final and no correspondence will be entered into.
- (6) It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the Prize. Prizes are valid for 12 months from the date of issue and cannot be transferred, exchanged or redeemed for cash.
- (7) Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including validity periods.
- (8) Subject to State legislation and (if required) the approval of the South Australian gaming authority, the Promoter reserves the right to substitute a Prize in whole (or any of its



components), with a substitute prize of equal or greater value and the Prize Winner will be notified accordingly.

- (9) Acceptance of the Prize is deemed consent for the Promoter to use the Prize Winners' details, voice, image, likeness and photographs for promotional, marketing and publicity purposes on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite time without any further attribution, reference, payment or other compensation to the Prize Winner.
- (10) Each Entrant must comply with any requirements for the use of Facebook, and his/her Facebook account. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that Entrants are providing their information to the Promoter and not to Facebook. The information Entrants provide will only be used for prize notification, competition related announcements and the Promoter's communications. By entering into this Promotion Entrants agree to release Facebook from any or all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook.

9. Privacy

By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion to third parties as required by law. If the information requested is not provided by the Entrant, the Entrant may not participate in the Promotion. For details about how the Promoter may use your information, and what your rights are under Australian privacy laws, please refer to the Promoter's Privacy Policy available at <https://www.lumoenergy.com.au/privacy>.

10. Liability

- (1) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), or similar state-based consumer protection laws (**Non-Excludable Guarantees**).
- (2) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way:
 - (a) out of the Promotion; or
 - (b) without limiting clause 10(2)(a), out of:
 - (i) any technical difficulties, equipment malfunction, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical problems or traffic congestion on the internet or any website (whether or not under the Promoter or its related bodies corporates' control);
 - (ii) any theft, destruction, unauthorised access or third party interference of entries under this Promotion;
 - (iii) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter or its related bodies corporate;
 - (iv) any tax liability incurred by a Prize Winner or Entrant; or
 - (v) use of a Prize.



- (3) Without limiting the previous paragraph, the Promoter and its related bodies corporate (including their respective officers, employees and agents) are not liable for any loss of, damage to or delay in delivery of prizes.

11. Variations

- (1) Subject to the approval of the South Australian gaming authority, the Promoter reserves the right at its sole discretion to modify, suspend or terminate all or part of the Promotion, or disqualify and prohibit further participation in this Promotion, in the event that any portion of this Promotion is compromised by a virus, bugs, non-authorized human intervention, hackers, government directives, pandemic, public health orders and the like or other causes beyond the reasonable control of the Promoter which, in the sole opinion of the Promoter, corrupts or impairs the administration, security, fairness, or proper conduct of the Promotion.
- (2) Subject to the approval of the South Australian gaming authority (if required), the Promoter reserves the right to update these Terms and Conditions from time to time in its sole discretion for administrative reasons or to ensure efficient operation of the Promotion. Changes will be posted on the Promoter's website at www.lumoenergy.com.au/terms-and-conditions.

12. General

- (1) The Promoter may, at any time, require an Entrant to produce documentation to establish to the Promoter's satisfaction the validity of their entries (including documentation establishing their identity, age, place of residence and place of employment). Failure by the Promoter to do so does not waive those rights.
- (2) Failure by the Promoter to enforce any one of these Terms and Conditions in any instance(s) will not give rise to any claim or right of action by any Entrant or Prize Winner or other person.
- (3) The laws of South Australia apply to this Promotion.

13. Definitions

In these Terms and Conditions:

- (1) **Eligible Entrant** is defined in clause 3(1);
- (2) **Entrant** is as defined in clause 4;
- (3) **Mobile App** means the Mobile App which can be downloaded from the iTunes Store or Google Play, and which is compatible with the following smartphones: Android and iPhone 4s and above;
- (4) **Prize** means the prize defined in clause 5(1);
- (5) **Prize Draw** is defined in clause 6(1);
- (6) **Prize Winner** means the winner of a Prize as defined in clause 6(2); and
- (7) **Website** means the Lumo Rewards™ Program website which can be accessed via MyAccount.