



LUMO ENERGY \$50 EGIFT CARD “REFER A FRIEND” PROMOTION OFFER.

Terms and Conditions as at 1 January 2019

This offer replaces the previous Lumo Energy \$50 eGift Card Refer a Friend offer

1. Offer and Eligibility

(1) This “Refer a Friend” offer is made by:

(a) Lumo Energy Australia Pty Ltd (ABN 69 100 528 327) for Referred Person’s and Existing Customers located in Victoria; and

(b) Lumo Energy (SA) Pty Ltd (ABN 61 114 356 697), for Referred Person’s and Existing Customers located in South Australia,

of 570 Church Street, Cremorne, VIC, 3121 (Lumo Energy).

(2) The offer commences on 26th March 2018 at 7am AEST and is ongoing, unless withdrawn earlier by Lumo Energy (Offer Period).

(3) This offer is only open to:

(a) new residential and business customers in Victoria and South Australia (Referred Person); and

(b) existing residential and business customers of Lumo Energy in Victoria and South Australia (Existing Customer).

(4) Employees and their immediate families of Lumo Energy and its related entities are eligible for this offer.

2. Taking up the Offer

(1) A Referred Person who during the Offer Period:

(a) contacts Lumo Energy in respect of this offer and quotes an Existing Customer’s unique code or is contacted by Lumo Energy after being referred to Lumo Energy by an Existing Customer; and

(b) subsequently signs up their electricity supply to Lumo Energy on a market retail contract for a residential or small business premises located Victoria or South Australia; or

(c) subsequently signs up their electricity and gas supply to Lumo Energy on a market retail contract for a residential or small business premises located Victoria; and

(d) their electricity supply has successfully transferred from their previous energy retailer to Lumo Energy, (Referred Customer),

will be to be eligible to receive one (1) \$50 digital eGift card from either Coles, David Jones, JB Hifi, WISH or Hoyts cinemas, which will be issued in accordance with clause 3.

(2) If a Referred Person becomes a Referred Customer under clause 2(1), the Existing Customer whose unique code was quoted under clause 2(1)(a) will also be eligible to receive one (1) \$50 eGift card from either Coles,



David Jones, JB Hifi, WISH or Hoyts cinema, issued in accordance with clause 3, if the Existing Customer still has an energy account Lumo Energy and has paid any outstanding amounts on that energy account (Referring Customer).

3. Issuing of \$50 eGift Card

(1) Referred Customers and Referring Customers (Eligible Customers) will receive a registration email or letter from Lumo Energy to their nominated email address or address which will contain instructions on how to redeem their one (1) \$50 eGift card from either Coles, David Jones, JB Hifi, WISH or Hoyts cinemas (eGift Card). Redemption will be via a specified link to a website and an 8-character, unique alphanumeric code (Reward Code) to be used to redeem their selected eGift Card, by a specified date (which will be 3 months from the date an Eligible Customer receives their Reward Code). The selected eGift Card will be emailed to the nominated email address provided by the Eligible Customer at the time of redemption.

(2) If Lumo Energy cannot offer an eGift Card due to events beyond its reasonable control, it will contact an Eligible Customer and offer a reasonably comparable substitute to the eGift Card.

4. Use of \$50 eGift Card

(1) Edge Loyalty Systems Pty Ltd ABN 96 138 299 288 (Edge Loyalty) is responsible and liable for operating the registration and redemption landing pages and fulfilling Eligible Customers' eGift Card. Redemption of the eGift Card is subject to these Terms and Conditions and any terms and conditions specified by Edge Loyalty in clause 5. If an Eligible Customer has any enquiry that relates to the registration or redemption landing pages or fulfilment of their eGift Cards, they should contact Edge Loyalty on 1300 737 968 for assistance.

(2) If Lumo Energy deems that an Eligible Customer has acted fraudulently in claiming their eGift Card by supplying duplicate receipts or engaging in other fraudulent activity, Lumo Energy reserves the right at its sole discretion not to process their eGift Card.

5. Digital Rewards Terms and Conditions

(1) These Terms and Conditions of use apply to Reward Codes and eGift Cards issued by Edge Loyalty Pty Ltd (ABN 96 138 299 288) on the Redemption Website.

(2) In this clause 5:

(a) eGift Card is as defined in clause 3(1);

(b) Eligible Customer is as defined in clause 3(1);

(c) Reward Code means the single use, 8-character, unique alphanumeric code used to Redeem a selected eGift Card on a Redemption Website, as also described in clause 3(1);

(d) Redeem or Redemption means to enter the Reward Code on a Redemption Website to Redeem a selected eGift Card; and

(e) Redemption Website means www.lumofriends.com.au.

(3) A Reward Code may be used to Redeem a valid eGift Card for goods or services at nominated retailers (either Coles, David Jones, JB Hifi, WISH or Hoyts cinema) in Australia when the eGift Card has sufficient value to make the purchase within the applicable usage period.



(4) Each Rewards Code must be Redeemed for a selected eGift Card at the participating retailer (either Coles, David Jones, JB Hifi, WISH or Hoyts cinema).

(5) An Eligible Customer's Reward Code must be activated on the Redemption Website by the stated code expiry date which will be sent to the Eligible Customer when the Eligible Customer's Reward Code is sent to them at the address or email address nominated to Lumo Energy on sign up. An Eligible Customer's Reward Code expires at 11:59 AEST on the stated expiry date of the Reward Code, which will be at least 3 months from the date the Eligible Customer receives the Reward Code. Once a Reward Code is activated and an Eligible Customer selects their eGift Card, the eGift card will be emailed to the Eligible Customer's nominated email address.

(6) A Reward Code must be activated within 3 months of it being received by an Eligible Customer. If a Reward Code is not activated during this time period, the Reward Code and the eGift Card will be forfeited.

(7) eGift Cards that are not activated or redeemed within the designated time frame cannot be re-activated, extended or refunded in any way.

(8) Each eGift Card may be subject to specific terms and conditions as set out on <https://www.lumofriends.com.au/>. Redemption processes, terms and conditions and instructions of use may vary across different eGift Cards.

(9) eGift Cards cannot be redeemed for cash, reloaded, returned for a refund, have their balances consolidated to a new gift card or eGift card, or be replaced after expiry and are not legal tender, account cards, credit or debit cards or securities.

(10) If an eGift Card is lost, or an Eligible Customer suspects an unauthorised transaction, the Eligible Customer must immediately report this by calling the retailer the Eligible Customer has chosen as their eGift Card. Edge Loyalty is not able to control the eGift Card once the Reward Code has been redeemed. Edge Loyalty are however able to resend an eGift Card email containing the voucher if it has been deleted or not received by the Eligible Customer.

(11) If an Eligible Customer has a query or complaint about an eGift Card, the Eligible Customer should contact Edge Loyalty immediately. Edge Loyalty is not liable for the availability, quality or fitness for purpose of any goods or services purchased with an eGift Card.

(12) Where there has been incorrectly processed transaction in relation an eGift Card, the Eligible Customer should contact the store where the transaction was made. Edge Loyalty is unable to reverse any approved transactions.

(13) Edge Loyalty is committed to safeguarding information that is provided to it. When an Eligible Customer redeems their Reward Code, Edge Loyalty will collect information that is required to administer the eGift Card. This information is collected solely to support the administration of the eGift Card. For more information on Edge Loyalty's privacy practices visit www.edgeloalty.com.au/Privacy_Policy.php.

6. Privacy

(1) Eligible Customers' Personal Information will be used and disclosed to third parties (including, without limitation, Edge Loyalty) for the purpose of conducting this offer (including but not limited to using an Eligible Customer's email address to send them emails about this offer and to send them their Reward Code) and any related or ancillary purposes. Lumo Energy will otherwise handle Eligible Customers' Personal Information in accordance with its Privacy Policy at: <https://www.lumoenergy.com.au/help-centre/privacy-policy>.

(2) Lumo Energy will not provide any Referring Customer with any information relating to any Referred Person or Referred Customer, except for the fact that a Referred Person has become a Referred Customer and that the



Referring Customer is therefore entitled to receive a Rewards Card from Lumo Energy, in accordance with these Terms and Conditions.

7. Miscellaneous

(1) Notwithstanding any other provision in these Terms and Conditions, except for clause 3(2), Lumo Energy may:

(a) suspend or withdraw all or any part of this offer for any reason and at any time; and/or

(b) vary the terms or content of all or any part of this offer including (without limitation) any time or date in this offer and these Terms and Conditions.

(2) To the extent permitted by law Lumo Energy will not be liable to any person for any cost, loss, damage, liability, expense or claim arising, whether directly or indirectly, in connection with the offer including the eGift Card.

(3) If Lumo Energy suspends, withdraw or vary these Terms and Conditions under clauses 7(1)(a) or 7(1)(b), Lumo will promptly publish such suspension, withdrawal or variation on its Website located at: <https://www.lumoenergy.com.au/home-energy/refer-a-friend>.

(4) The law applying in Victoria applies to the offer and these Terms and Conditions.

(5) Nothing in these Terms and Conditions is intended to create a partnership, joint venture or agency relationship between Lumo Energy and Edge Loyalty. Each party acknowledges and agrees that it has no authority to bind the other party.