



## Lumo Energy \$50 eGift Card “Refer a Friend” Promotion Offer Terms & Conditions as at 10 December 2019

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

### 1. Offer and Eligibility

- (1) Subject to these Terms and Conditions, this “Refer a Friend” offer (**Offer**) is made by:
  - (a) Lumo Energy Australia Pty Ltd (ABN 69 100 528 327) for Referred Persons and Referring Customers located in Victoria; and
  - (b) Lumo Energy (SA) Pty Ltd (ABN 61 114 356 697), for Referred Persons and Referring Customers located in South Australia,  
of 570 Church Street, Cremorne, VIC, 3121 (**Lumo Energy**).
- (2) The Offer begins on Thursday 12 December 2019 at 7am AEST and is ongoing, unless withdrawn earlier under **clause 7(1)(a)(i) (Offer Period)**.
- (3) This Offer is available to:
  - (a) existing residential and small business customers of Lumo Energy with an electricity contract for a premises located in Victoria or South Australia (**Referring Customers**); and
  - (b) new residential and small business customers or returning residential and small business customers that have not held an active account with Lumo Energy at any time within the immediately preceding twenty-four (24) months, referred to Lumo Energy by a Referring Customer such as a friend or relative, who is a Victorian or South Australian resident aged 18 years or over (**Referred Person**).
- (4) Lumo Energy employees will be deemed ineligible under this Offer in the following circumstances:
  - (a) where referring another Lumo Energy employee;
  - (b) where referring an ex-employee of Lumo Energy; or
  - (c) in any other circumstance determined at the complete discretion of Lumo Energy.
- (5) For the avoidance of doubt, a Referred Person must not be a Referring Customer.

### 2. Taking up the Offer

- (1) Subject to **clause 3(1)**, a Referred Person who, during the Offer Period:
  - (a) contacts Lumo Energy in respect of the Offer and quotes a Referring Customer’s unique code or is contacted by Lumo Energy after being referred to Lumo Energy by a Referring 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 or South Australia; and
  - (d) provides an email address on sign-up for the purposes of sending the eGift Card; and
  - (e) 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, which will be issued in accordance with **clause 3(3) (eGift Card)**.
- (2) For the avoidance of doubt, a Referred Customer is only entitled to receive one (1) eGift Card, even if a Referred Customer signs up multiple residential premises under **clause 2(1)(b)**.
  - (3) Subject to **clause 3(2)**, if a Referred Person becomes a Referred Customer under **clause 3(1)**, and satisfies the requirements under **clause 3(1)**, the Referring Customer whose unique code was quoted under **clause 3(1)(a)** will be entitled to receive an eGift Card.
  - (4) A Referred Customer who satisfied the requirement in **clause 3(1)** will be deemed to be a Referring Customer for the purposes of these Terms and Conditions.
  - (5) There is no limit to the number of people that a Referring Customer can refer to Lumo Energy and who subsequently become Referred Customers.

### **3. Issuing of \$50 eGift Card**

- (1) Lumo Energy will not provide an eGift Card to a Referring Customer or a Referred Customer (**Eligible Customer**):
  - (a) until the Referred Customer's electricity account has been transferred from their previous retailer to Lumo Energy;
  - (b) if the Referred customer terminates their electricity account with Lumo Energy during the Cooling-Off Period;
  - (c) if the Referred Customer signs up to Lumo Energy on a residential electricity contract for a premises which is the same premises and has the same National Meter Identifier as the Referring Customer;
  - (d) if the Referring Customer and Referred Customer only have residential gas contracts with Lumo Energy; or
  - (e) if the Referring Customer or Referred Customer, as the case may be, is in breach of these Terms and Conditions in any way.
- (2) Without limiting **clause 3(1)**, Lumo Energy will not provide an eGift Card to a Referring Customer if that Referring Customer:
  - (a) has not paid any and all outstanding amounts under their electricity or electricity and gas contract;
  - (b) if the Referring Customer transfers to another energy retailer before the Referred Customer's electricity account has been transferred from their previous energy retailer to Lumo Energy; or
  - (c) terminates the electricity or electricity and gas agreement with Lumo Energy before the transfer of the Referred Customer's electricity account from their previous energy retailer to Lumo Energy is completed.
- (3) Once an Eligible Customer becomes entitled to an eGift Card from Lumo Energy in accordance with these Terms and Conditions, Lumo Energy will send:
  - (a) if the Eligible Customer has provided Lumo Energy with an email address, a registration email to their nominated email address which will contain instructions on how to redeem the one (1) eGift Card. Redemption will be via a specified link to a website and a 8-character unique alphanumeric code (**Reward Code**) to be used to redeem the 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; or

- (b) if the Eligible Customer has not provided Lumo Energy with an email address, or Lumo Energy does not have, or has an incorrect email address for, the Eligible Customer, Lumo Energy will make two (2) attempts to contact the customer to obtain an email address and:
  - (i) if successful, Lumo Energy will send a registration email in accordance with **clause 3(3)(a)**; or
  - (ii) if unsuccessful, Lumo Energy will send one (1) \$50 EFTPOS prepaid gift card (**Lumo Energy EFTPOS Card**) by registered post to that Eligible Customer at their current billing address registered with Lumo Energy.
- (4) If Lumo Energy cannot offer an eGift Card or the Lumo Energy EFTPOS 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 Gift Cards**

##### (1) eGift Card:

- (a) 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.
- (b) 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.

##### (2) Lumo Energy EFTPOS Card:

- (a) The use of Lumo Energy EFTPOS Cards by Eligible Customers is subject to conditions and exclusions issued by EML Payment Solutions Limited (ABN 30 131 436 532) (**EML**). EML is the issuer of the Lumo Energy EFTPOS Card and has authorised Edge Loyalty to distribute the card. For Lumo Energy EFTPOS Card full Terms of Use visit [www.activatethecard.com.au](http://www.activatethecard.com.au) or phone 1300 079 267.
- (b) The Lumo Energy EFTPOS Card must be activated within 3 months from the issue date. To activate the Lumo Energy EFTPOS Card Eligible Customers must go online to [www.activatethecard.com.au](http://www.activatethecard.com.au) and enter in the card details. Once activated, funds will be available by midday the following business day.
- (c) The Lumo Energy EFTPOS Card expires 12 months from the date of issue and must be activated prior to use in accordance with **clause 4(2)(a)**. The Lumo Energy EFTPOS Card cannot be used once expired, any remaining balance will be forfeited and cannot be replaced. EML will not give you any notice before the Lumo Energy EFTPOS Card expires.
- (d) The Lumo Energy EFTPOS Card can be used for purchasing goods and services wherever EFTPOS cards are accepted for electronic transactions.
- (e) The Lumo Energy EFTPOS Card cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments.



- (f) If these Terms and Conditions are in any way inconsistent with terms and conditions issued by EML (**Other Terms and Conditions**), then those Other Terms and Conditions will prevail to the extent of the inconsistency.

## 5. Digital Rewards Terms and Conditions

- (1) These Terms and Conditions of use apply to Reward Codes and eGift Cards issued by Edge Loyalty on the Redemption Website.
- (2) 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.
- (3) Each Reward Code must be Redeemed for a selected eGift Card at the participating retailer (either Coles, David Jones, JB Hifi, WISH or Hoyts cinema).
- (4) An Eligible Customer's Reward Code must be activated on the Redemption Website. The Eligible Customer's Reward Code will be sent to them at the email address nominated to Lumo Energy on sign up. An Eligible Customer's Reward Code expires 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.
- (5) 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.
- (6) eGift Cards that are not activated or redeemed within the designated time frame cannot be re-activated, extended or refunded in any way.
- (7) Each eGift Card may be subject to specific terms and conditions as set out on their specific websites. See [www.lumofriends.com.au](http://www.lumofriends.com.au) for our redemption processes, terms and conditions of this Offer and instructions of use which may vary across different eGift Cards.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) 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.
- (12) 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.edgepri.com/en/privacy-policy](http://www.edgepri.com/en/privacy-policy).



## 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: [www.lumoenergy.com.au/privacy](http://www.lumoenergy.com.au/privacy).
- (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(4)**:
  - (a) Lumo Energy may:
    - (i) suspend or withdraw all or any part of this offer for any reason and at any time; and/or
    - (ii) 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.
  - (b) Lumo Energy may not provide an eGift Card to an Eligible Customer who has not fully complied with these Terms and Conditions; and
  - (c) 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.
- (2) If Lumo Energy suspends, withdraw or vary these Terms and Conditions under **clause 7(1)(a)** or **clause 7(1)(b)**, Lumo will promptly publish such suspension, withdrawal or variation on its Website located at [www.lumoenergy.com.au/terms-and-conditions](http://www.lumoenergy.com.au/terms-and-conditions).
- (3) The law applying in Victoria or South Australia (depending on where the Eligible Customer is located) applies to the Offer and these Terms and Conditions.
- (4) 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.

## 8. Definitions

In these Terms and Conditions:

- (1) **Business Day** means a day that is not a Saturday, Sunday or any other day that is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (2) **Cooling-Off Period** means in respect of a Referred Customer, 10 Business Days from the day a Referred Customer receives a copy of their Agreement with Red or (where applicable) within such longer period as prescribed by Australian Consumer Law.
- (3) **Customer Account Number** means the unique reference number for a Referring Customer's electricity account;
- (4) **Edge Loyalty** means Edge Loyalty Systems Pty Ltd ABN 96 138 299 288;
- (5) **eGift Card** is defined in **clause 2(1)**;



- (6) **Eligible Customer** is defined in **clause 3(1)**;
- (7) **Lumo Energy** or **we** or **us** or **our** means Lumo Energy as defined in **clause 1(1)**;
- (8) **Lumo Energy EFTPOS Card** has the meaning given to that term in **clause 4(2)(b)**;
- (9) **Redeem** or **Redemption** means to enter the Rewards Code on the Redemption Website to Redeem a selected eGift Card;
- (10) **Redemption Website** means [www.lumofriends.com.au](http://www.lumofriends.com.au);
- (11) **Referring Customer** has the meaning given to that term in **clause 1(3)(a)**;
- (12) **Referred Customer** has the meaning given to that term in **clause 2(1)**;
- (13) **Referred Person** has the meaning given to that term in **clause 1(3)(b)**;
- (14) **Reward Code** means the single use, 8-character, unique alphanumeric code used to Redeem a selected eGift Card on the Redemption website, as also described in **clause 3(3)**; and
- (15) **Terms and Conditions** means these terms and conditions applicable to the Offer.