

Amber Electric Powered by Energy Locals - Referral Program Terms and Conditions (“Terms”)

1 The Promotion

- 1.1 Amber wants to offer an incentive to its customers to encourage their families and friends to become customers of Amber. This document outlines the terms of Amber's referral program.
- 1.2 To qualify for the incentive, customers must use the unique referral code they have received from Amber.
- 1.3 Customers may use their unique referral code as many times as they wish to introduce new customers to Amber.
- 1.4 Customers must not transfer their unique referral code to other Amber customers – only the customer to whom each unique referral code has been given by Amber may use that referral code to enable them to participate in the referral program.
- 1.5 Each new customer who enters a valid customer contract with Amber using the referrer's unique referral code will earn the referrer the reward providing that:
 - (a) the new customer has never previously been a customer of Amber, either at their present or any prior residential or business address;
 - (b) the new customer is using the referrer's referral code in respect of only one supply address applicable to that customer;
 - (c) the new customer is at least 18 years old;
 - (d) the new customer remains a customer of Amber for at least 2 months;
 - (e) the referrer is and remains an existing Amber customer at the time the reward in respect of that new customer is applied.

2 The Reward

- 2.1 When a referrer successfully uses their unique referral code to introduce a new customer:
 - (a) the referrer will receive a credit to their bill equivalent to one month's subscription fee for each new customer who joins Amber in accordance with paragraph 1.5; and
 - (b) Amber will waive the new customer's subscription fee for the first month after they have entered into a valid customer contract with Amber.
- 2.2 There is no limit on:

- (a) the number of customers that a referrer is able to introduce; and
 - (b) the number of times a referrer receives rewards for introducing new customers, subject to the qualifications listed in paragraph 1.5.
- 2.3 Referral rewards cannot be combined with other discount codes offered by Amber and applicable at the time the new customer enters into a valid customer contract with Amber.
- 2.4 Customers who join Amber using a discount code from CommBank can receive the reward when they enter into a valid contract with Amber using a referrer's unique referral code. New customers joining Amber cannot use both CommBank and this discount upon signing up.
- 2.5 Amber will send an email to:
- (a) the referrer each time a new customer becomes an Amber customer after being introduced by that referrer using that referrer's unique referral code; and
 - (b) each new customer confirming that they have successfully been referred to Amber by the holder of the unique referral code (including by naming the customer who shared with them that unique referral code) and advising them that they qualify for the introductory discount of one month's subscription fee
- 2.6 All rewards under this program are inclusive of GST.
- 2.7 Amber will process rewards under this referral program as soon as practicable after they have been earned but by no later than 2 months after each new customer enters into a valid customer contract with Amber in accordance with paragraph 1.5.
- 2.8 Amber reserves the right to refuse the issue of any reward at any time for any reason.

3 Data and Privacy

- 3.1 Amber Electric uses a third party (TalonOne) to generate unique referral codes to customers for this program.
- 3.2 Customer data, including name, email address and unique referral codes will be stored on the TalonOne platform and will be used solely for this promotion.
- 3.3 Customers who participate in the referral program by sharing their unique referral code with family and friends agree to this use of their limited data.

4 Referrers' Obligations

Customers who participate in this referral program:

- 4.1 must not make any statement, representation or guarantee on behalf of Amber Electric or hold itself out as having any authority to act on behalf of or bind Amber Electric;
- 4.2 do not act as agent, partner or representative of Amber Electric and nothing in these terms should be read or construed to imply any such relationship.

5 General

- 5.1 These terms may be changed at any time by Amber Electric.
- 5.2 These terms are governed by the laws of Victoria.
- 5.3 Referral rewards cannot be combined with other discount codes at time of joining Amber. Amber customers who joined Amber using a discount code from CommBank can receive this discount once they have signed up. New customers joining Amber cannot use both CommBank and this discount upon signing up. Amber reserves the right to refuse the issue of any reward to any Referred Friend or Referrer at any time.
- 5.4 Amber reserves the right to vary any and all elements of this offer at any time without notice.
- 5.5 Referred Friend Rewards
 - (a) Any rewards will be revoked if the customer cancels their account for which the reward was offered.
 - (b) The Referred friend reward cannot be claimed by the same person making the referral.
 - (c) Referred friend rewards cannot be combined with other discount codes in a single order.