



Lumo Business Velocity Offer Terms & Conditions

1 Offer

1.1 Subject to these terms and conditions, if You sign up to an Energy Offer and provide the Velocity Frequent Flyer Membership Number of the individual nominated by You (Velocity Member) to Us upon sign up, the Velocity Member will be eligible to receive from VFF as part of its Velocity Frequent Flyer program:

- (1) 2 Points for each dollar paid by You to Us for the supply by Us to You of electricity and/or gas (Base Points) on receipt by Us of such payments from You during your 36 month contract with Us (Contract Period), subject to clause 1.1(2) and 6 below.
- (2) a maximum of 40,000 Base Points per contract year of the 36 month contract between You and Us.

1.2 In addition, if You sign up to an Energy Offer which includes the supply of electricity by Us to You, the Velocity Member will also be eligible to receive from VFF:

- (1) 10,000 Points after the 10 Business Day Cooling Off Period for Your Energy Offer has expired (Bonus Sign Up Points).
- (2) the Bonus Sign Up Points from VFF once per 36 month period, regardless of whether the Velocity Member is the nominated individual for more than one Energy Offer which is eligible for this Lumo Business Velocity Offer.

2 Eligibility

2.1 In order to take advantage of the Lumo Business Velocity Offer Your Premises must be in New South Wales, Victoria, Queensland or South Australia, and You must:

- (1) accept an Energy Offer and enter into the 36 month contract with Us to acquire electricity and/or gas from Us as a Business Customer of the type described in 2.1(3) on or after the Launch Date;
- (2) be on "actual read billing" under the Energy Offer;
- (3) be a Small Business Customer which means a Customer who is not an individual or a Residential customer and that consumes or is expected to consume less than:
 - (a) 100 MWh of electricity and/or 1000 GJ of Gas per annum if your Premises is in New South Wales or Queensland; and
 - (b) 160 MWh of electricity and/or 1000 GJ of Gas per annum if your Premises is in Victoria or South Australia;
- (4) accept these Lumo Business Velocity Offer Terms and Conditions;
- (5) provide Us with the Velocity Member's Velocity Frequent Flyer Membership Number upon sign up; and
- (6) have the consent of the Velocity Member to provide their Personal Information to Us and that the Velocity Member consents to the handling of their Personal Information on the basis of Velocity's Privacy Statement and Privacy Policy.

2.2 For avoidance of doubt, if You are a current Customer of Ours You will need to terminate Your existing agreement with Us (and may be required to pay any applicable Early Termination Fee) before You can accept an Energy Offer with Us which is eligible for the Lumo Business Velocity Offer.

2.3 In order for the Velocity Member to be eligible for the Bonus Sign Up Points We must become responsible to supply You with electricity pursuant to an Energy Offer and You must accept these terms and conditions.

2.4 If You are a current Customer of Ours for gas only and You agree to transfer to Us from Your current electricity provider for Us to also become responsible to supply You with electricity under an Energy Offer and You accept these terms and conditions, the Velocity Member will be eligible for the Bonus Sign Up Points.

2.5 For avoidance of doubt, if You are a current Customer of Ours for the supply of gas and You accept an Energy Offer for Us to supply You with electricity, You will be eligible for Base Points for Your electricity invoices in accordance with clause 4.1 but You will not be eligible for Base Points for the number of dollars paid by You to Us in payment of any invoice issued to You by Us for the supply by Us to You of gas unless You terminate Your existing energy agreement for gas in accordance with 2.2 above and a new Energy Offer for gas accordingly.

3 Issuing of 10,000 Bonus Sign Up Points

3.1 We will not instruct VFF to credit the Velocity Member with the Bonus Sign Up Points:

- (1) if You terminate the Energy Offer within the Cooling-off Period; or
- (2) if you breach these terms and conditions in any way.

3.2 The Bonus Sign Up Points will only be credited once per Customer, regardless of the amount of energy purchased and regardless of whether We supply You with gas.

4 Issuing of 2 Base Points per dollar

4.1 The number of Base Points you will be eligible for in respect of any invoice issued by Us to You will be based on the number of dollars paid by You to Us in payment of that invoice, up to a maximum of the invoiced amount and subject to clauses 1.1(2) and 7.3(13).

4.2 We will instruct VFF to credit the Velocity Member with the Base Points they are eligible to receive following receipt of each payment made in accordance with clause 4.1.

4.3 You may nominate a replacement Velocity Member from time to time to receive Base Points in respect of this Lumo Business Velocity Offer subject to 2.1(6). Any such replacement Velocity Member will be eligible to receive Base Points for each invoice issued by Us to You following the date We have updated Your Velocity Member details in our records. For the avoidance of doubt, any Bonus Sign Up Points or Base Points which have already accrued to and/or been received by any previously nominated Velocity Member cannot be cancelled or transferred to any replacement Velocity Member.

4.4 Where Base Points have been awarded to the Velocity Member and an invoice reversal is required, there will be a reconciliation of the Base Points to ensure that the correct number of Points have been credited to the Velocity Member's Velocity Frequent Flyer Membership account.

5 Obligations of VFF

5.1 We will instruct VFF to credit the Velocity Member's Velocity Frequent Flyer Membership account with the number of Points to which they would be eligible under these terms and conditions. We will not be thereafter responsible for the manner in which the Points are credited (or refused to be credited) or any characteristics of those Points.

5.2 VFF is responsible and liable for operating the Velocity Frequent Flyer program in accordance with the Velocity Frequent Flyer Terms and Conditions as amended from time to time. If You or the Velocity Member have an enquiry or complaint that in any way relates to the Points You should contact the Velocity Frequent Flyer Membership Contact Centre within 3 months from the date of any activity giving rise to your enquiry or complaint.



Lumo Business Velocity Offer Terms & Conditions continued

5.3 Enrolment in the Velocity Frequent Flyer program is required before Points can be rewarded to the Velocity Member. Enrolment can be completed online at the following website address: <http://www.velocityfrequentflyer.com/content/Joinfree/>. Once VFF has received the enrolment application, please allow 10 business days for Points to be credited to the Velocity Member's account.

6 Availability of this Offer

6.1 Notwithstanding any other provision in these terms and conditions, we may:

- (1) not renew or cease to proceed with all or any part of the Lumo Business Velocity Offer; or
- (2) vary these terms and conditions or all or any part of the Lumo Business Velocity Offer including (without limitation) changing any applicable date, at any time for reasons arising as a result of circumstances outside Our reasonable control.

7 General

7.1 Nothing in these terms and conditions is intended to create a partnership, joint venture or agency relationship between Us and Virgin Australia or VFF.

7.2 These terms and conditions are to be read in conjunction with the Energy Offer and if these terms and conditions are in any way inconsistent with the Energy Offer, then the Energy Offer will prevail to the extent of the inconsistency.

7.3 In these terms and conditions:

- (1) a reference to a clause is a reference to a clause of these terms and conditions unless stated otherwise;
- (2) to the extent that any capitalised words are not defined in these terms and conditions, any such capitalised words have the same meaning as those contained in the Energy Offer;
- (3) Energy Offer means the Energy Offer terms and conditions, (which includes your Energy Supply Agreement Schedule and Market Retail Contract) provided to You and under which You agree to enter into a 36 month contract with Us to supply You with electricity and/or gas under the Lumo Business Velocity product on or after the Launch Date;

(4) Launch Date means 13 October, 2015

(5) Lumo Business Velocity Offer means the offer described in clause 1 for the Velocity Member to receive, as a member of the Velocity Frequent Flyer program, Points in accordance with these terms and conditions;

(6) Personal Information has the meaning given to that term in the Privacy Act 1988 (Cth);

(7) Privacy Policy means VFF's privacy policy published on the Velocity Website and as amended from time to time;

(8) Privacy Statement (Velocity) means the notification of collection of your Personal Information by VFF and other matters, as published on the Velocity Website and as amended from time to time;

(9) Points means Virgin Velocity Frequent Flyer Membership points which are defined in, and redeemable in accordance with, the Velocity Frequent Flyer Terms and Conditions;

(10) Velocity Frequent Flyer Membership Number means the membership number presented to the individual nominated by you upon sign up to the Virgin Velocity Frequent Flyer program;

(11) Velocity Website means the website accessible via <http://www.velocityfrequentflyer.com>;

(12) Virgin Australia means Virgin Australia Airlines Pty Ltd (ACN 090 670 965);

(13) Velocity Frequent Flyer Terms and Conditions means the Velocity Frequent Flyer terms and conditions available at: <http://www.velocityfrequentflyer.com/content/TermsConditions/>

(14) Velocity Member has the meaning given to that term in clause 1.1; and

(15) VFF means Velocity Frequent Flyer Pty Ltd ACN 601 408 824.

7.4 Base Points will only be awarded on Your consumption (calculated on the basis of Your Electricity Rates and/or Gas Rates) and Service to Property Charges but will not be awarded for any other charges.