

# LUMO AMEEGO® Terms and Conditions

These Terms and Conditions were updated on 11 December 2017

## 1 Membership of Lumo Ameego® Program

- 1.1 By becoming a Member of the Lumo Ameego® Program you agree to comply with, and be bound by, these terms and conditions.
- 1.2 As the provider of the Lumo Ameego® Program, we will comply with these terms and conditions.
- 1.3 In these terms and conditions:
- (1) **Australian Consumer Law** means Schedule 2 to the *Competition and Consumer Act 2010* (Cth);
  - (2) **Benefit** means the discounts, special offers and other benefits provided by Participating Retailers to the Promoter for the benefit and use of Members, which includes (without limitation) Promotions and Vouchers;
  - (3) **Eligible Customer** has the meaning given to that term in clause 3.1;
  - (4) **Launch Date** means 17 August 2015;
  - (5) **Lumo Ameego® Program** means the online shopping program that allows you to obtain Benefits by shopping with Participating Partners through the Website and Mobile App;
  - (6) **Lumo or we or our or us** means Lumo Energy Australia Pty Ltd ABN 69 100 528 527 and its affiliated companies, including the Promoter;
  - (7) **Member** means an Eligible Customer who has completed the registration process for My Account and the registration process for the Lumo Ameego® Program via My Account, which includes the acceptance of these Terms and Conditions and the Promoter's privacy statement and terms and conditions;
  - (8) **Mobile App** means the Mobile App hosted, operated and maintained by the Promoter for our benefit 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;
  - (9) **My Account** means the online service whereby our customers can view and update account information, view and pay bills, submit meter readings and view history and includes a link the Website where an Eligible Customer can register for the Lumo Ameego® Program where they can register for the Lumo Ameego® Program;
  - (10) **Offer** means a Benefit;
  - (11) **Offer Period** means the period on and from the Launch Date up to and including the date on which the Lumo Ameego® Program is terminated by us in accordance with these Terms and Conditions;
  - (12) **Offer Terms** means any terms and conditions specified on the Website, Mobile App or Participating Partner website in relation to a specific Offer;
  - (13) **Participating Partner** means a supplier of Benefits that are made available to Members via the Lumo Ameego® Program in respect of which various discounts, special offers and other benefits may be claimed by Members subject to any conditions determined by those retailers;
  - (14) **Promoter** means Edge Loyalty Systems Pty Ltd trading as Lifestyle Rewards ABN 96 138 299 288 of Level 1, 500 Chapel Street, South Yarra 3141 that has been

- appointed as our administrator of the Lumo Ameego® Program;
- (15) **Promoter's Terms of Use** means the Promoter's terms of use applicable to Members' use the Website or Mobile App, as provided on the Website or Mobile App (as the case may be);
- (16) **Promotion** means a discount, promotion or other competition offered by a Participating Partner] from time to time via the Lumo Ameego® Program;
- (17) **Terms and Conditions** means these terms and conditions in respect of the Lumo Ameego® Program;
- (18) **Voucher** means a bond, other document or other online voucher which is: (a)  
worth a certain monetary value and which may be spent on products supplied by a Participating Partner; for example a Coles gift card; or  
(b) redeemable for a certain product supplied by a Participating Partner, such as a cinema ticket; and
- (19) **Website** means the Lumo Ameego® Program website hosted, operated and maintained by the Promoter for the benefit of us which can be accessed via My Account.

## 2 Administration of the Lumo Ameego® Program

- 2.1 The Promoter is responsible for the administration and operation of the Lumo Ameego® Program on our behalf.
- 2.2 For all enquiries associated with the administration and operation of the Lumo Ameego® Program, please contact the Promoter's customer service centre during business hours (AEST) by telephone or in writing:
- (1) Phone: 1300 887 787; or
- (2) Address: Level 1, 500 Chapel Street, South Yarra 3141 or email at: info@lifestylewards.com.au.

## 3 Eligibility and Membership

- 3.1 The Lumo Ameego® Program is available to all:
- (1) new customers of Lumo who sign up to an electricity and/or gas contract on or after the Launch Date under the following eligible products: Lumo Advantage; Lumo Advantage Premium, Lumo eDeal, Lumo Life 10, Lumo Commercial Advantage; and
- (2) all existing Lumo customers as at the Launch Date who have signed up to Lumo under the following products: Lumo Advantage; Lumo Life 10, Lumo Hero and Lumo Velocity,  
**(Eligible Customers).**
- 3.2 We may terminate a Member's membership of the Lumo Ameego® Program if the Member does not comply with these Terms and Conditions, any Offer Terms or the Promoter's Terms of Use. We reserve the right to reject any application for membership and, without limiting the generality of the foregoing, we reserve the right to terminate a Member's membership to the Lumo Ameego® Program at any time.
- 3.3 A Member's membership in the Lumo Ameego® Program automatically terminates if they are no longer a customer of ours under an eligible product (eligible products are as described in clauses 3.1(1) and 3.1(2) or if the Member's energy contract with us is otherwise terminated for any reason.

## **4 Changes to Offers**

- 4.1 All Offers available from the Lumo Ameego® Program are accessible via the Website and the Mobile App. The Offers are subject to availability and to the Offer Terms. If there is any inconsistency between the Offer Terms, these Terms and Conditions and the Promoter's Terms of Use, the Offer Terms set out on any Participating Partner's website shall prevail.
- 4.2 Much of the information on the Website and the Mobile App is provided by Participating Partners. Whilst we believe that Participating Partners are reliable sources of this information, we will not be responsible for the accuracy or currency of such information.
- 4.3 Participating Partners may change, modify, withdraw or cancel their respective Offers from the Lumo Ameego® Program any time. We will, through the Promoter, endeavour to provide you with as much notice as possible via the Website and Mobile App of any change but we will not be liable to any person for failure to provide such notice.

## **5 Use of the Lumo Ameego® Program**

- 5.1 Your use of the Lumo Ameego® Program is subject to these Terms and Conditions, the Promoter's Terms of Use and the Offer Terms.
- 5.2 You may not use the Website or Mobile App for any purpose that is unlawful or prohibited by these Terms and Conditions or the Promoter's Terms of Use, or to solicit the performance of any illegal activity or other activity, which infringes the rights of us, the Promoter or others.
- 5.3 You acknowledge and agree that we are not a party to any transaction you make with a Participating Partner arising out of your acceptance of any related Offer Terms or Benefit, and shall not be responsible for or liable in any way in relation to that transaction or Benefit.

## **6 Payment**

- 6.1 You agree to pay the purchase price for any Offer specified on the Website or Mobile App at the time that you place your order for an Offer, including shipping and insurance costs in accordance with clause 7. All amounts are stated in Australian dollars. All purchase prices include Australian GST (where applicable).
- 6.2 We will procure that the Promoter adopt processes reasonably necessary to prevent your payment information being intercepted or read by unauthorised persons. We will not be responsible for any damages, consequential, direct or indirect loss suffered by a person whose credit card is fraudulently used or is used in an unauthorised manner.
- 6.3 You must arrange for payment for any Promotion in accordance with the requirements of the relevant Participating Partner and agreed with that Participating Partner.
- 6.4 Unless otherwise stated, you will be responsible for the payment of any applicable merchant charges associated with the use of a payment method, such as credit card. All payments for items purchased via the Program will incur a 1% debit and credit charge surcharge of the total price. This will be reflected in your online quotation prior to debit or credit card payment being made.

## **7 Orders**

- 7.1 Once you have placed and paid for your order for an Offer on the Website or Mobile App, we will confirm the receipt of your order and provide you with an order number via email (**Order**). We reserve the right to accept or reject your Order at any time for any reason including, but not limited to, the unavailability of an Offer, an error in the price or Offer description, or an error in your Order. In the event that we cancel your Order, we will provide a full refund of any payment received.
- 7.2 We may restrict Offer quantities available to each Member in order to enable all of our Members to participate in an Offer.

## **8 Delivery**

- 8.1 If your Order includes the purchase a Voucher via the Lumo Ameego® Program, the Voucher may be delivered to you digitally or via post. We will endeavour to deliver a:
- (1) physical Voucher within 3 to 6 business days of the date of purchase; and
  - (2) digital Voucher within 24 hours of the date of purchase.
- 8.2 You acknowledge that sometimes circumstances outside of our control may delay delivery and that it may not be possible to meet these timeframes.
- 8.3 If there is a delay in shipping your Order, we will contact you by email as soon as possible to advise you of the reason for the delay. If this occurs, you may cancel your Order at any time before we send the Voucher to you.
- 8.4 You are responsible for paying any costs associated with the delivery of any Voucher that you purchase under the Lumo Ameego® Program.
- 8.5 You must pay a shipping and handling charge for delivery of a physical Voucher within Australia as follows:
- (1) Registered Post - \$2.95: available for orders up to the value of \$200; or
  - (2) Courier - \$24.95: available for all orders and required for orders above the value of \$200.
- 8.6 Subject to clause 8.3, we will not replace or refund any items lost or delayed in delivery.

## **9 Promotions**

- 9.1 Promotions are not offered for supply or supplied by us, they are supplied by the relevant Participating Partner. We publish Promotions available to Members via the Website or Mobile App. You may access a Promotion via the Website or Mobile App and will be diverted to a website operated by the Participating Partner. We are neither an agent for the Participating Partner nor otherwise able to supply Promotions to you.
- 9.2 You enter the Promotion arrangements with Participating Partners at your own risk. We will not be liable for the unavailability of any Promotion or for any delay, failure, misrepresentation or negligence by a Participating Partner associated with a Promotion. For the avoidance of doubt, we do not make any warranties regarding any Promotions purchased or otherwise entered into by you through the Lumo Ameego® Program.
- 9.3 Any dispute concerning a Promotion will be settled between you and the relevant Participating Partner. We take no responsibility for resolving such disputes or for the dispute itself.

## **10 Links to other websites**

- 10.1 We may refer you to third party websites on the Website or Mobile App. We have no influence on the design and content of those third party websites. We or the Promoter will not be liable for the contents of any linked pages of third parties to the Website or the Mobile App.

## **11 Variation of conditions**

- 11.1 We may amend these Terms and Conditions at any time.
- 11.2 We may suspend or terminate the Lumo Ameego® Program at any time without prior notice.

- 11.3 If any of these Terms and Conditions are terminated, varied or amended in any way by us, we will promptly publish the termination, variation or amendment on our website at [www.lumoenergy.com.au](http://www.lumoenergy.com.au).

## 12 Liability

- 12.1 Subject to clause 12.2, to the fullest extent permitted by law, We are not liable to you for any loss or damage for any reason or cause arising out of or in connection with your use of the Website, Mobile App, any Offer, Voucher, Order or Promotion purchased through the Website or Mobile App or any interaction with or product or service purchased from a Participating Partner.
- 12.2 To the fullest extent permitted by law, our liability in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption for breach of a consumer guarantee under the Australian Consumer Law is limited to:
- (1) in the case of goods, the replacement of the goods or the supply of equivalent goods;  
or the payment of the cost of replacing the goods or of acquiring equivalent goods;  
or
  - (2) in the case of services, the supply of the service again; or the payment of the cost of having the services supplied again.

## 13 Privacy

- 13.1 We may collect information from you when you become a Member and/or when you use the Website or Mobile App such as your name, membership number and program usage (including but not limited to, your usage history, your buying history (including but not limited to, your purchases, total amount (\$) spent and total amount (\$) saved) your opinions, product preferences, products viewed and other usage history. This information will be used for the purposes of providing you with the full range of services available through the Website and Mobile App under the Lumo Ameego® Program, to manage our relationship and your information with the Promoter and to use your information for complaint handling purposes, auditing purposes, research purposes, product development, to develop target marketing which We think may be of interest to you and/or to retain you as a customer of Ours. We are committed to protecting privacy and the personal information of Members in accordance with the *Privacy Act 1988* (Cth), including the Australian Privacy Principles. For further information, please phone the Lumo Ameego® Assistance Line on 1300 887 787 or to receive a copy of our privacy policy (which is also available at [lumoenergy.com.au](http://lumoenergy.com.au)). Our privacy policy also sets out details on disclosures we may make to our related companies, service providers, government and regulatory authorities and professional advisers, how you may access and correct your personal information, and how complaints may be made and will be handled. We may disclose your personal information to recipients in New Zealand, the Philippines, India, and other countries from time to time. You agree to the disclosure and use of such personal information in accordance with our Privacy Policy, and consent to its disclosure overseas and its use by third parties, without us being responsible for such use (or for any breach).
- 13.2 The Promoter may collect your personal information from us when you become a Member and/or from you when you use the Website or Mobile App such as your name, membership number and program usage (including but not limited to, your usage history, your buying history (including but not limited to, your purchases, total amount (\$) spent and total amount (\$) saved) your opinions, product preferences, products viewed and other usage history. The Promoter is collecting your personal information for the purpose of the delivering the Program to you and the Promoter disclose your information to us for complaint handling purposes, auditing purposes, research purposes, product development and to develop target marketing which we think may be of interest to you and/or to retain you as a customer of Ours. If the Promoter does not collect this personal information, the Promoter may not be able to provide you with the Program, either at the same standard or at all. The Promoter will take all reasonable precautions to protect the personal information it holds about you from any misuse, loss, unauthorised access, modification or disclosure. The internet is not a secure

environment. If you use the internet to send the Promoter any personal information, the Promoter will not be liable for events arising from unauthorised access to your information. The Promoter is committed to protecting your personal information in accordance with the *Privacy Act 1988* (Cth) and the Promoters Privacy Policy (which is available by accessing <http://lumorewards.com.au/Default/Info/Privacy> or requesting a copy from the Promoter's Privacy Officer at: Edge Loyalty Roadshow Limited, Level 1, 500 Chapel Street, South Yarra, Victoria 3141 or Email: [privacy@roadshow.com.au](mailto:privacy@roadshow.com.au)). The Promoter's Privacy Policy also sets out details on disclosures it may make to its related companies, service providers, government and regulatory authorities and professional advisers, how you may access and correct your personal information, and how complaints may be made and will be handled. In providing the Promoter with your personal information, you consent to the abovementioned disclosures

#### **14 Miscellaneous**

- 14.1 If any term or clause of these Terms and Conditions is or becomes invalid or is unenforceable, then the other terms will remain valid and in effect.
- 14.2 Nothing in these terms and conditions is intended to create a partnership, joint venture or agency relationship between us, the Promoter or any Participating Retailer.
- 14.3 These Terms and Conditions are governed by the law of Victoria.