

Refer a Friend program.

Referring Customers and Referred Customers may be eligible to receive an Account Credit where the Referred Customer signs up to Momentum for the supply of electricity, or electricity and gas, to their Supply Address (**Refer-a-Friend Program**). The Refer-a-Friend Program is subject to the following terms and conditions.

1. ABOUT THE REFER-A-FRIEND PROGRAM

The Refer-a-Friend Program:

- (a) is offered by Momentum;
- (b) begins on 16 February 2023, and will continue until such time as Momentum withdraws the Refer-a-Friend Program in accordance with clause 6(a) (**Program Period**);
- (c) is available to Referring Customers and Referred Customers who both satisfy the Eligibility Criteria; and
- (d) is open to Momentum Employees, in accordance with any policy implemented by Momentum from time to time.

2. AM I ELIGIBLE?

- (a) To be eligible to participate in the Refer-a-Friend Program:
 - (i) the Referring Customer must:
 - (A) be an existing customer of, and have an Active Account with, Momentum; and
 - (B) refer potential new customers to Momentum using the Referral Code during the Program Period;
 - (ii) the Referred Customer must:
 - (A) not be an existing customer of Momentum or have been a customer of Momentum in the 6 months prior to participating in the Refer-a-Friend Program; and
 - (B) use the Referral Code provided by the Referring Customer to sign up to Momentum for the supply of electricity, or electricity and gas, to their Supply Address during the Program Period directly with Momentum;
 - (iii) Momentum must:
 - (A) be Responsible for the Referring Customer's Supply Address; and

- (B) become, and remain, Responsible for a Supply Address of the Referred Customer, for a period of at least 28 days from the date the Referred Customer signs up to Momentum; and
 - (iv) none of the exclusions or limitations set out in clause 4 apply, (collectively, **Eligibility Criteria**).
- (b) The Referring Customer and Referred Customer will only be eligible to receive an Account Credit if all the Eligibility Criteria are satisfied.

3. HOW DOES IT WORK?

- (a) A Referring Customer can refer new customers to Momentum by sharing their unique Referral Code.
- (b) During the Program Period, the Referred Customer must correctly enter or provide the Referral Code to Momentum when signing up for the supply of electricity, or electricity and gas, at a Supply Address of the Referred Customer.
- (c) Subject to clause 3(d), if all Eligibility Criteria are satisfied, Momentum:
 - (i) will advise the Referring Customer and Referred Customer that the Eligibility Criteria have been met and that they are each eligible to receive an Account Credit; and
 - (ii) after the period of time specified in clause 2(a)(iii), will apply an Account Credit to:
 - (A) the Referring Customer's bill; and
 - (B) the Referred Customer's bill.
- (d) If any of the Eligibility Criteria are not satisfied, or cease to be satisfied before the Account Credit is applied, the Referring Customer and Referred Customer will not receive an Account Credit.

4. EXCLUSIONS AND LIMITATIONS

The Program is not available where:

- (a) a Referred Customer signs up to Momentum:
 - (i) for the supply of gas only; or
 - (ii) on a large customer contract;

- (b) the Referring Customer and Referred Customer are the same person or entity;
- (c) the Referring Customer's Supply Address and the Referred Customer's Supply Address is the same;
- (d) an Account Credit has been given to the Referring Customer and/or Referred Customer in connection with the same Supply Address that the Referred Customer signed up to Momentum; or
- (e) the Referred Customer's Supply Address:
 - (i) is in an embedded network; or
 - (ii) Is located outside Victoria, South Australia, New South Wales or the Energex distribution zone of Queensland.

5. PRIVACY

- (a) Momentum will collect, handle and use Personal Information of the Referring Customer and Referred Customer for the purpose of conducting the Refer-a-Friend Program, signing up the Referred Customer and for any related purpose, and otherwise in accordance with its [Privacy Policy](#).
- (b) By participating in the Refer-a-Friend Program, the Referring Customer and Referred Customer agree to receive communications from Momentum in relation to the Refer-a-Friend Program.

6. GENERAL

- (a) Momentum may suspend, withdraw or vary the Refer-a-Friend Program at any time and without notice.
- (b) Momentum reserves the absolute right, in its sole discretion and without being required to provide any reason or explanation, to refuse to apply or cancel or reverse an Account Credit at any time without notice to the Referring Customer or Referred Customer.
- (c) The Account Credit cannot be transferred or redeemed for cash.
- (d) These terms and conditions are governed by the laws of Victoria, and the Referring Customer and Referred Customer agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

7. DEFINITIONS

In these terms and conditions:

Account Credit means the amount of credit determined by Momentum from time to time as specified on the Refer-a-Friend Program website (momentum.com.au/referafriend), to be applied to the Referring Customer's and Referred Customer's account, and is inclusive of GST unless otherwise indicated;

Active Account means an account that is not:

- (a) closed;
- (b) in the process of transferring to Momentum from another retailer; or
- (c) in the process of transferring from Momentum to another retailer;

Eligibility Criteria has the meaning given in clause 2(a);

Momentum means Momentum Energy Pty Ltd ABN 42 100 569 159;

Momentum Employees means any current employee of Momentum;

Program Period has the meaning given in clause 1(b);

Referral Code means the billing account number of the Referring Customer provided to the Referring Customer by Momentum;

Referred Customer means a person or entity, who is not an existing customer of Momentum, who signs up directly to Momentum using the Referral Code;

Referring Customer means an existing customer of Momentum, who is not a large customer;

Responsible means financially responsible in the wholesale energy market for energy supplied to the Supply Address; and

Supply Address means a customer's premises to which energy is, or is to be, supplied by Momentum.