## **Diamond Energy**

### **Thrive Rewards Terms & Conditions**



Thrive referral program provides Thrive Rewards including Thrive Discounts and a Sign-up Credit. Thrive Discounts can apply to an eligible Customer ("Referrer" or "you" or "your") that refers new customers ("New Customers") to Diamond Energy Pty Ltd (ABN 97 107 516 334) ("us" or "we" or "our") on the following terms and conditions. Eligible New Customers will receive a Sign-up Credit. Thrive Rewards apply as an add-on to our readily available market offers.

These terms and conditions are effective from 1<sup>st</sup> February 2022, take precedents over previous Thrive Rewards Terms and Conditions and form part of the Agreement between us and an eligible Customer. These terms and conditions can be read in conjunction with our Small Customer Terms and Conditions.

#### 1. Eligibility Criteria - Thrive Discounts

- 1.1 To be eligible to receive Thrive Discounts a Referrer must meet the Eligibility Criteria – General and Eligibility Criteria – Pay on Time Discount Offer as included in our Discount Offers Terms and Conditions and must:
  - be a residential or small business Customer consuming less than 10.95 MWh per year (average of 30kWh per day);
  - (ii) be the Account Representative or Secondary Representative of an existing account with us, which will be nominated as your Primary Thrive Rewards Account;
  - have made payment and we must have received and cleared the full amount payable on the latest issued Invoice by the Due Date;
  - (iv) refer at least one eligible New Customer account to Diamond Energy;
  - not be an employee, agent, contractor or marketer of a contracted Diamond Energy sales channel or referral agent; and
  - (vi) not represent themselves as an agent, representative or marketer of Diamond Energy.
- 1.2 If a Referrer has more than one account with us, a Primary Thrive Rewards Account must be nominated for us to apply Thrive Discount(s) to.
- 1.3 Thrive Rewards are not available for New Customers referred to Diamond Energy prior to 24<sup>th</sup> September 2018.

## 2. Eligibility Criteria – Sign-up Credit for New Customers

- 2.1 Unless otherwise agreed to by us in writing, to be eligible for Sign-up Credit, a New Customer must:
  - be a new residential customer or small business customer that consumes more than 1.83MWhr per year (average of 5kWh per day); and
  - (ii) not have previously received any products or services from us; and
  - (iii) fill in their details and confirm to enter into an Agreement with us through our online sign-up application on our website, including any promotional code specified by us and the name or Account Number of the Referrer in the online sign-up application.
- 2.2 A Sign-up Credit will not apply to New Customer in conjunction with any other promotional offers, non-standard offers, special feed-in credit offers, or any offer whereby we pay a commission or contribution to a third party for the introduction or sign up.
- 2.3 Where all applicable eligibility criteria are met and upon the completion of New Customer transferring to us, we will:
  - Waive any Establishment Fee to New Customer account; and
  - (ii) Assign \$35 (including GST) Sign up Credit to New Customer account.

#### 3. Application of Thrive Discounts

- 3.1 Upon successful transfer of each eligible New Customer to us, Thrive Discount of 2% will be applied to a Primary Thrive Rewards Account for the period that New Customer remains with us.
- 3.2 Thrive Discounts are also:
  - (i) additive for each eligible New Customer that successfully transfers to us;
  - (ii) ongoing, continue and conditional upon eligibility being maintained; and
  - (iii) Capped to maximum total discount.
- 3.3 At any point in time the maximum total discount, including Direct Debit Discount, Pay on Time Discount, any special promotional discounts plus Thrive Discount is 100%.
- 3.4 Thrive Discounts associated with New Customers will be applied to your account from commencement of your next billing period after New Customer has completed their transfer to us.
- 3.5 Each Thrive Discount attributable to a New Customer can only be attributed to a single Primary Thrive Rewards Account.
- 3.6 Where we are notified of the intention of New Customer to transfer to another electricity retailer, any Thrive Discount attributable to the New Customer will no longer apply and be removed from the Primary Thrive Rewards Account from the commencement of your next billing period.
- 3.7 The application of Thrive Discounts are in accordance with the Application of Discounts included in our Discount Offers Terms and Conditions. If we fail to receive the total amount payable as stated on your Invoice on or before close of business on the Invoice Due Date, you will not be eligible to receive Thrive Discounts in this period.

## 4. Moving with Thrive Discounts

- 4.1 Where we are notified of the intention of a Referrer to move out of the supply address associated with their nominated Primary Thrive Rewards Account to another property, provided the Referrer is included as the Account Representative or Secondary Representative of the new property or account and meets the eligibility criteria herein:
  - any applicable Thrive Discounts will be transferred to the new property; and
  - (ii) the new property will not be eligible for any additional Thrive Discount.

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#### 5. General

- 5.1 At Diamond Energy's sole discretion, we may deem that New Customer and Referrer are not eligible to receive a Sign-up Credit and Thrive Discounts if:
  - (i) any eligibility criteria are not met;
  - (ii) we are unable to confirm eligibility of New Customer or Referrer based on the information available to us;
  - (iii) any of the information required by us is not provided or is incomplete;
  - (iv) we identify similarities in name, address, phone number and/or credit card details of New Customer with an existing customer; or
  - (v) we deem that the New Customer application is not in accordance with these terms and conditions.
- 5.2 Where we are notified of the intention of a New Customer or a Primary Thrive Rewards Account transferring to another electricity retailer, any Thrive Discounts not yet invoiced are immediately void.
- 5.3 Where we nominate additional Thrive Rewards such as credits, bonuses or incentives or an alternative Thrive Discount or Sign-up Credit, the eligibility criteria, terms and conditions of Thrive Rewards herein applies.
- 5.4 We may modify these Terms and Conditions at any time and may withdraw offering Thrive Rewards at any time.

## **Contact Details**

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