

Thrive referral program provides Thrive Rewards including Thrive Discounts and Generator Credits, which can apply to an eligible Customer (“Referrer” or “you” or “your”) that refers new customers (“New Customers”) to Diamond Energy on the following terms and conditions. Eligible New Customers will also receive a sign up credit.

For eligible customers, these terms and conditions supersede and replace Referral Offer Terms and Conditions. These additional terms and conditions form part of the Agreement between Diamond Energy Pty Ltd (ABN 97 107 516 334) (“us” or “we” or “our”) and an eligible Customer.

### 1. Eligibility Criteria – Thrive Rewards

- 1.1 To be eligible to receive Thrive Rewards 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:
- (i) be a residential 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;
  - (iii) 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;
  - (v) 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 Rewards 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 New Customer – Sign-up Credit

- 2.1 Unless otherwise agreed to by Diamond Energy in writing, to be eligible for Sign-up Credit, a New Customer must:
- (i) 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.

### 3. Thrive Discounts

- 3.1 Upon successful transfer of each eligible New Customer to us, Thrive Discounts will be applied to a Primary Thrive Rewards Account and calculated as follows:
- (i) 2% discount for first 2 years that New Customer remains with us; then
  - (ii) 1% for any further period that New Customer remains with us;
- 3.2 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 be removed from the Primary Thrive Rewards Account immediately.
- 3.3 Each Thrive Discount attributable to a New Customer can only be attributed to a single Primary Thrive Rewards Account.
- 3.4 Thrive Discounts are also:
- (i) additive for each eligible New Customer that successfully transfers to us;
  - (ii) ongoing and continue where ongoing eligibility is maintained; and
  - (iii) Capped to maximum total discount.
- 3.5 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%.
- 3.6 Thrive Discounts associated with New Customers you refer will be applied from commencement of your next billing period after New Customer has completed their transfer to us.
- 3.7 Any amendment or removal of the Thrive Discount attributable to the New Customer will apply from commencement of your next billing period.

### 4. Generator Credits

- 4.1 If a New Customer that has been referred by you also refers a customer (“Tier 1 New Customer”), your referred customer will be eligible for Thrive Rewards and you will become the Generator for Tier 1 New Customer and be assigned an Generator Credit of \$25 (including GST).
- 4.2 There is a maximum of one Generator Credit payable for each Tier 1 New Customer and there are no limitations on the number of Generator Credits that you can receive.

### 5. New Customer Sign-up Credit

- 5.1 Where all applicable eligibility criteria are met and upon the completion of New Customer transferring to us, we will:
- (i) waive any Establishment Fee to New Customer account; and
  - (ii) assign \$35 (including GST) sign-up credit to New Customer account.

**6. Moving or changing account for Thrive Rewards**

- 6.1 Where we are notified of the intention of a Referrer to move to another property or transfer Thrive Rewards to an alternative account, provided the Referrer is included as the Account Representative or Secondary Representative of the new property or account and meets the eligibility criteria herein, you can notify us in writing to request to nominate an alternative Primary Thrive Rewards Account.
- 6.2 In the case that Referrer is moving out of a property and closing an account and requesting to transfer Thrive Rewards to a new property, the new property will not be eligible for any additional Thrive Discount.
- 6.3 We will review your request and notify you in writing of any approval before allocating Thrive Discounts and any Generator Credit(s) to your nominated Primary Thrive Rewards Account.
- 6.4 If we deem that your nominated account is not eligible to receive Thrive Rewards, Thrive Discounts or Generator Credit(s) will not apply.

**7. Application of Thrive Rewards**

- 7.1 The application of Thrive Discounts are in accordance with the Application of Discounts included in our Discount Offers Terms and Conditions.
- 7.2 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.
- 7.3 Any Generator Credits will be assigned to Referrer's account upon Tier 1 New Customer transfer successfully completing.

**8. General**

- 8.1 At Diamond Energy's sole discretion, we may deem that New Customer and Referrer are not eligible to receive sign up credit and Thrive Rewards 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.
- 8.2 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 or Generator Credit(s) not yet invoiced are immediately void.
- 8.3 Where we nominate an alternative Thrive Discount or Generator Credit or Sign-up Credit, the eligibility criteria, terms and conditions of Thrive Rewards herein applies.
- 8.4 Diamond Energy may modify these Terms and Conditions, which may also include modifying Thrive Rewards for referring additional New Customers and Tier 1 New Customers at any time.
- 8.5 Diamond Energy may withdraw offering Thrive Rewards to new participants at any time.

**Contact Details**

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