

1st ENERGY PROMOTION (“PROMOTION”)

TERMS & CONDITIONS

1. The Promoter is 1st Energy Pty Ltd (ABN 604 999 706) of Level 4, 459 Little Collins Street, Melbourne VIC 3000 in Australia referred to herein as '1st Energy' (“**Promoter**”).
2. The Promotion is administered by TLC Marketing Worldwide Asia Pacific Pty Ltd, ABN 75 622 802 180, Ground Floor, 320 Pitt Street, Sydney NSW, 2000, Australia (“**TLC**”). All correspondence regarding this Promotion should be directed to this address.
3. Instructions on how to participate and claim form part of these terms and conditions.
4. Participation in this Promotion is deemed acceptance of these terms and conditions.

CONDITIONS OF ENTRY

5. This Promotion is only open in Australia to Australian residents aged 18 years and over. Employees (and their immediate families) of TLC and the Promoter and agencies associated with this Promotion are ineligible to participate in this Promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

KEY DATES

6. The Promotion is open for Qualifying Purchases (defined below) made between 12:01am AEDT on 16/12/2021 and 11.59pm AEDT on 30/6/2022 (“**Promotional Period**”).
7. The Registration Period opens 12:01am AEST on 16/12/2021 and closes 11:59pm AEST on 30/6/2021 (“**Registration Period**”).
8. The Redemption period for Menulog Reward ends in ten (10) consecutive months from verification. (“**Redemption Period**”)

HOW TO CLAIM

9. To be eligible to participate in the Promotion, participants must be an eligible customer means a new residential electricity customer in Victoria that has not previously taken up this promotion with 1st Energy, enters into an agreement for the 1st Energy Menulog plan and has completed the 30 day qualifying period as a customer of 1st Energy. (“**Qualifying Purchase**”).
10. To register, participants must then:

- Upon receiving their Reward Access Code via email, participants must visit www.dinewith1stenergy.com.au no later than 30th June 2022 input their details and Reward Access Code to complete the registration.
- The Reward Access Code ("**Reward Code**") is valid for ten (10) uses, one per calendar month for ten (10) consecutive months from the date of issue.
- Entrants can return each month for ten (10) consecutive months and repeat the above steps to receive their \$20 Menulog Reward

Participants who perform the above steps will receive an email within three (3) business days with a \$20 Menulog code on the partners website or app. The email will detail exactly how to use the Reward. For the avoidance of doubt, the Reward is a temporary marketing promotion supplied in connection with the purchase of a good and is exempt for any validity requirement.

11. To redeem, participants can redeem their Menulog Voucher on the Menulog website or app. All Menulog Vouchers are valid for the month in which the claim has been made.
12. All Menulog Vouchers are also subject to the terms and conditions of the individual promotional partner, Menulog Pty Ltd (ABN 76 120 943 615), which are outlined in Schedule 1.

OTHER GENERAL TERMS & CONDITIONS

13. If there is a dispute as to the identity of a Qualified Customer, TLC or the Promoter reserves the right, in their sole discretion, to determine the identity of the Qualified Customer.
14. The Promoter or TLC reserve the right to request Qualified Customers to provide proof of identity in order to claim the Reward. Identification considered suitable for verification is at the discretion of TLC or the Promoter. In the event that a Qualified Customer cannot provide suitable proof, the Qualified Customer will forfeit the Reward in whole and no substitute will be offered.
15. The Promoter and TLC's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into.
16. Incomprehensible, indecipherable and incomplete entries / proof of purchase may, at TLC's discretion, be deemed invalid and not eligible for Reward.
17. The Reward is personal to each Qualified Customer, and cannot be exchanged, transferred, shared or assigned in any manner. Rewards cannot be used or redeemed in conjunction with any other Promotion.

18. Promotion is available online only and therefore access to the internet is required to participate in this Promotion. Any cost associated with accessing the promotional website is the Qualified Customer's sole responsibility and is dependent on the Internet service provider used by the Qualified Customer.
19. Any ancillary costs associated with redeeming the reward are not included. Any unused balance of the reward will not be awarded as cash. Redemption of the reward is subject to any terms and conditions of reward supplier.
20. The Promoter (including its directors, officers, employees and agents) and TLC reserve the right, at any time, to verify the validity of claims and the Qualified Customer (including a Qualified Customer's identity, age and place of residence) and reserve the right, in their discretion, to disqualify any individuals who they have reason to believe has breached any of these terms and conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's and TLC's discretion. The Promoter's and TLC's legal rights to recover damages or other compensation in such circumstances are reserved.
21. Failure by the Promoter or TLC to enforce any of their rights at any stage does not constitute a waiver of those rights. The Promoter's and TLC's legal rights to recover damages or other compensation arising as a result of such conduct are reserved.
22. The Promoter (including its directors, officers, employees and agents), TLC, its respective agents, reward providers and distributors are not liable for lost, stolen or damaged Rewards, and to the extent permitted by law do not make any contractual promise or representation regarding the quality and/or availability of the services offered and cannot be held liable for any resulting personal loss or damage.
23. The Reward is subject to availability. If the Reward is unavailable, for whatever reason, TLC reserves the right to substitute the Reward for a reward of equal value and/or specification, subject to any written directions from a regulatory authority.
24. The Promoter or TLC reserve the right to vary the terms of the Promotion at any time and to withdraw the Promotion without notice.
25. In the event that for any reason whatsoever a Qualified Customer does not take or claim a Reward (or an element of a Reward) at or by the time stipulated by the Promoter or TLC, then that Reward (or that element of the Reward) will be forfeited by the Qualified Customer and cash will not be awarded in lieu of that Reward (or element of the Reward).
26. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its directors, officers, employees and agents), TLC and the Reward providers (including their

respective officers, employees and agents) are not responsible for and exclude all liability (including for negligence) for: any personal injury, death or harm suffered by a Qualified Customer or other person who redeems the Reward (and Qualified Customer releases Promoter and TLC from any such liability – including any other person who redeems the Reward); or any loss or damage (including loss of opportunity), whatsoever, whether direct, indirect, special or consequential, arising in any way out of:

- i. any technical difficulties or equipment malfunction (whether or not under the Promoter's or TLC's or Rewards provider's control);
- ii. any theft, unauthorised access or third-party interference;
- iii. any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter or TLC or Rewards provider) due to any reason beyond the reasonable control of the Promoter or TLC or Rewards provider;
- iv. any variation in Reward value to that stated in these terms and conditions;
- v. any tax liability incurred by a Qualified Customer or claimant; or
- vi. the use and/or taking of a Reward.

Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("Non-Excludable Guarantees").

27. Should a Qualified Customer's contact details change during the Promotion, it is the Qualified Customer's responsibility to notify TLC. A request to access or modify any information provided in claim/entry should be directed to TLC.
28. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason, including by outside act, agent or event that is beyond the reasonable control of the Promoter or TLC, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter or TLC reserves the right, in their sole discretion, to the fullest extent permitted by law:
 - i. to disqualify any Qualified Customer; or
 - ii. to modify, suspend, terminate or cancel the Promotion, as appropriate.
29. The terms of the Reward are as stated in these terms and conditions and no other representations (written or oral) shall apply. Nothing in these terms affects any statutory rights a Qualified Customer may have including under the Australian Consumer Law and Non-Excludable Guarantees.
30. The participants consent to the Promoter and TLC using and disclosing their personal information, such as their name, likeness, image and/or voice in the event they are a successful Qualified Customer (including photograph, film and/or recording of the same) in any media for period of 2 years and without remuneration for the purpose of promoting this Promotion (including any

outcome) or any similar further Promotion within this period. Your personal information may be used by the Promoter and TLC after this period for the same purpose, unless you advise us otherwise.

31. Personal information (PI) is being collected by TLC and also will be disclosed by TLC to the Promoter in order to conduct this Promotion. For this purpose, TLC and the Promoter may disclose PI to third parties, including but not limited to their employees, agents, contractors, service providers, suppliers and, as required to under any applicable law, to regulatory authorities. Participation is conditional on a claimant providing TLC and the Promoter this PI. TLC will use and handle personal information as set out in its Privacy Policy, which can be viewed at [Legals - Australasia \(tlcmarketing.com\)](https://legals-australia.tlcmarketing.com). The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://1stenergy.com.au/wp-content/uploads/2021/06/1st-Energy-Privacy-Policy-February-2021.pdf>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the participant. Each Privacy Policy also contains information about how Qualified Customers may opt out, access, update or correct their PI, how Qualified Customers may complain about the treatment of their PI, and how those complaints will be dealt with, subject to the consent that a claimant provides above at clause 31 above. The Promoter and TLC may disclose personal information to entities outside of Australia and outside of New Zealand as necessary for the purpose of delivering this Promotion (for details, see the Promoter's or TLC's Privacy Policies).

CONDITIONS FOR EACH REWARD:

Schedule 1 - CONDITIONS ATTACHING TO THE MENULOG VOUCHER:

1) Menulog Voucher

- The promotional partner for the Menulog Voucher is Menulog Pty Ltd (ABN 76 120 943 615) (**Menulog Pty Ltd**).
- The Eligible Person who receives a Reward Access Code and activates once the Reward Access Code is activated and the personal information entered on the Promotion website hosted by TLC, the Eligible Person will receive the Menulog Voucher via email from TLC and the Eligible Person is then required to redeem the Menulog Voucher by the expiry date by placing an order on the Menulog website or Menulog App.
- Each Menulog Voucher is provided to you as a code, which must be applied in the payment section prior to requesting a service or placing an order.
- Each Menulog Voucher must be used in full in one transaction and is only valid for a maximum of one code per transaction.
- Minimum spend is \$20.05 (service fees not included).
- Each Menulog Voucher is not valid for use in conjunction with any other voucher.
- Each Menulog Voucher has no cash value and is not for resale.
- Each Menulog Voucher is non-transferable.
- It is the responsibility of the Eligible Person to use the Menulog Voucher by the specified expiry date. The Menulog Voucher has been awarded with the understanding that it will not be extended or replaced beyond this expiry date.
- Where the price of the order exceeds the amount of the Menulog Voucher, the balance must be paid by an alternative payment method.
- Valid in Australia where Menulog is available.
- The use of the Menulog Voucher is subject to Menulog Pty Ltd's terms of use, which can be found here:
<https://www.menulog.com.au/info/privacy-policy>.

