## Jemena Natural Gas Cash Back 2021

## Terms & conditions

The following terms and conditions ('Terms and Conditions') apply to the 2021 Natural Gas Cash Back offer

- 1. Information on how to participate in this offer and claim your cash back form part of these Terms and Conditions. Participation is deemed acceptance of these Terms and Conditions.
- 2. These Terms and Conditions apply to the offer of a VISA Card ('Jemena Cash Back Card') issued by iGoDirect Group Pty Ltd (ABN 17 110 897 320), where applicable, when eligible individuals satisfy the requirements outlined in these Terms and Conditions.
- 3. The promoter is Jemena Gas Networks (NSW) Ltd (ABN 87 003 004 322) of Level 14, 99 Walker Street, North Sydney, NSW, 2060 ('Jemena' or 'Promoter').
- 4. To be eligible to participate in and claim this offer, individuals ('Participant') must:
- 1. purchase and install a Natural Gas appliance (high efficient 5/6 star hot water system, ducted gas heating system, flued heaters, outdoor heater, cooktop, BBQ, portable heater or pool/spa heater) as a replacement for their existing non-Natural Gas appliance between 1 March 2021 and 31 May 2021; and
- 2. submit a Natural Gas appliance online claim in accordance with these Terms and Conditions by 6 June 2021 (unless the offer is ended earlier under clause 12).
- 5. In order for the purchase of a natural gas portable heater, BBQ and outdoor heater to satisfy clause 4 (a and b) of these Terms and Conditions, it must also include the installation of a new bayonet point.
- 6. Any claim made outside of the dates stated in clause 4 (or, if ended under clause 12, any claim made after the promotion end date) or that does not meet the requirements stated in these Terms and Conditions will be rejected by the Promoter. The Promotor's decision will be final and no correspondence will be entered into.
- 7. This offer is only available to:
  - 1. residential customers aged 18 years and over; and
  - 2. who reside within and are connected to the Jemena Gas Network in NSW; and
  - 3. satisfy the purchase and installation requirements stated in these Terms and Conditions.

Participants can check if they reside within the Jemena Gas Networks region by contacting a natural gas specialist retailer listed on <a href="www.gonaturalgas.com.au/find-a-gas-specialist">www.gonaturalgas.com.au/find-a-gas-specialist</a> ('Natural Gas Specialist') or refer to the Natural Gas Locator Tool on <a href="www.gonaturalgas.com.au/check-for-natural-gas">www.gonaturalgas.com.au/check-for-natural-gas</a>.

8. Participants who purchase Natural Gas appliances for government projects, through builders, commercial projects, property developments or the replacement of existing Natural Gas appliances will be ineligible to participate (or claim) in this program. The purchase and installation of the Natural Gas appliance(s) must be made from and conducted by a Natural Gas Specialist in the Jemena Gas Network region.

## 9. Claims will not be accepted:

- 1. If the Promoter determines the claim is being made in conjunction with any other Jemena promotional offer;
- 2. On appliance purchases that are on back-order or forward-order, where the gas appliance retailer, qualified plumber or gasfitter are unable to complete the installation and issue a Certificate of Compliance ('COC') for the appliance being claimed within the promotion dates for any reason; and
- 3. On appliance purchases where a partial payment (e.g. a deposit) has been made during the promotion period. The full payment must be made for all claimed appliance purchases during the promotion period.
- 10. There is a maximum of two Cash Back cards claimable per residential address unless the Promoter, at its sole discretion, decides to increase this maximum number.
- 11. This offer cannot be used in conjunction with any other Jemena offer, including any bespoke 2021 campaign offers being promoted in New South Wales by our current alliance partners.
- 12. The Jemena Cash Back Card Promotion will end on the date stated in clause 4, or, if any of the following events occurs prior to the end of the promotion, the promotion will end the date that the relevant event occurs; a) when a maximum of 1,500 eligible claims for Natural Gas appliances are received by the promoter; or b) when a maximum amount of claims totalling \$750,000 for Natural Gas appliances are received by the Promoter.

If either of the above events occurs, the Promoter will update the website, www.naturalgascashback.com.au, to advise that the promotion has ended as soon as practicable following Jemena becoming aware that the relevant event has occurred.

- 13. A Participant must nominate their personal residential address as part of their claim. Cash Back Card(s) will only be sent to a Participants personal residential address. Not under any circumstances will the Promoter send a Cash Back Card to a gas appliance retailer or tradesperson such as a Gas Specialist. Gas appliance retailers or tradespeople cannot make a Cash Back claim for themselves or their businesses, regardless of whether Cash Bark Cards or their monetary equivalent is transferred to their customer in the form of a discount or any other means. The Promoter reserves the right to reject any and all such claims.
- 14. Cash Back amounts per appliance is broken down below.

Natural Gas Category	Cash Back amount
Ducted Gas Heating/ Pool/Spa Heating	\$800
Log Fire	\$500
Flued Heating	\$300
Hot Water	\$400
Portable Heating/BBQ/Cooktops/Outdoor heating	\$100

- 15. Once a Natural Gas Specialist has installed the Natural Gas appliance, the claimant must request from their Gas Specialist a correctly completed copy of the COC and a copy of the appliance purchase Tax Invoice. The only COC that will be accepted is the official certificate provided by NSW Fair Trading. No COC is required for the purchase and installation of a portable heater if using an existing bayonet point.
- 16. If the Gas Specialist provides an alternative COC, the claim will be rejected. A copy of NSW Fair Trading's COC is available from
- https://www.fairtrading.nsw.gov.au/ data/assets/pdffile/0017/371402/20190206-NSW-Fair-Trading-Gas-CoC.pdf
- 17. If all documentation supporting a Participant's claim is correct, a Participant can lodge a claim, in accordance with these Terms and Conditions, to receive a Jemena Cash Back Card by visiting <a href="https://www.naturalgascashback.com.au">www.naturalgascashback.com.au</a> and successfully submitting their online claim form before 11:59pm on 6 June 2021 or prior to any of the events as detailed in clause 12.
- 18. The individual must submit the following information with the online claim: natural gas installer's business name, a copy of their COC and a copy of their itemised purchase Tax Invoice as proof of purchase. The steps to claim and receive your Jemena Cash Back Card are as follows:
  - 1. Make your appliance purchase and retain your Purchase Receipt.
  - 2. Have your appliance installed and receive an eligible Gas COC from the installer. No
  - 3. Fill out and lodge the online claim form, uploading your itemised purchase Tax Invoice and eligible Gas COC and a photo of your new gas appliance installed.
  - 4. Once your lodgement is confirmed to be eligible, Participants can expect to receive a Jemena Cash Back Card within six weeks.
  - 5. Once Participants receive their Jemena Cash Back Card in the mail, they must activate the card online by visiting <a href="www.naturalgascashback.com.au">www.naturalgascashback.com.au</a> or by calling iGoDirect on 1800 427 608 within 3 months of receiving their card, based on the date of the letter accompanying their card. Once activated, the Jemena Cash Back Card will be ready for use from midday on the business day following activation, and will expire 12 months from the date of activation.

- 6. Participants can then commence using their Jemena Cash Back Card at any payment terminal accepting VISA Australia wide.
- 19. By lodging a claim, you consent to the Promoter using, for an indefinite period, your details including your submitted photograph of the new natural gas appliance for marketing and promotional purposes, including on the Promoter's website and/or social media platforms.
- 20. The Promoter will endeavour to ensure that eligible customers who lodge valid claims receive their Jemena Cash Back Card within six weeks of lodgement of a valid claim.
- 21. Eligible purchases and installations must take place between 1 March 2021 and 31 May 2021 and the Participant must submit their completed online claim by 6 June 2021. Claim forms will not be accepted after 6 June 2021. This includes all re-submissions or previously rejected claims.
- 22. Claims will be rejected on the basis that they do not meet the following requirements:
  - 1. The claim does not meet the eligibility requirements specified in clause 4, 5, 7, 9 and / or 10 of these Terms and Conditions.
  - 2. A copy of NSW Fair Trading's COC has not been provided (No COC is required for the purchase and installation of a portable heater if using an existing bayonet point).
  - 3. A copy of Proof of Purchase has not been provided.
  - 4. NSW Fair Trading's COC or Proof of Purchase is illegible.
  - 5. NSW Fair Trading's COC or Proof of Purchase appears to be fraudulent. Original copies will be required in this instance.
  - 6. Purchase and/or installation has occurred outside of the 2021 promotional period.
  - 7. The Promoter concludes the Promotion early as detailed in clause 12.
- 23. If an appliance installation is outside of the promotional period as a direct result of a new residential gas connection being delayed by Jemena, the claim will be reviewed for consideration and may be honoured at the sole discretion of the Promoter.
- 24. The Jemena Cash Back Card will be posted to the installation address provided on the claim form. To the extent permitted by law, the Promoter takes no responsibility for cards not received. The Promoter will not be responsible or liable in any way to Participants for non-activated Jemena Cash Back Cards or expired cards.
- 25. Customers will be disqualified from this Promotion if they fail to comply with any of the specified Terms and Conditions. By making a claim, all individuals agree to comply with these Terms and Conditions.
- 26. Queries, comments or disputes should be directed in the first instance to the card issuer, iGo Direct, at support@naturalgascashback.com.au or 1800 427 608.
- 27. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors,

service providers and reward suppliers. Claims are conditional on providing this information. By entering this Promotion, individuals consent to receiving information on Natural Gas retail offers for an indefinite period unless otherwise advised by them. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (Cth). Individuals can opt out of receiving further information, and access and correct the personal information the Promoter holds about the individual by contacting the Promoter by email at <a href="mailto:privacyenquiries@jemena.com.au">privacyenquiries@jemena.com.au</a>. The Promoter's full privacy policy can be viewed at <a href="mailto:www.jemena.com.au/about/privacy.aspx">www.jemena.com.au/about/privacy.aspx</a>. All claims become the property of the Promoter upon receipt by the Promoter.

- 28. The VISA gift card (defined as Jemena Cash Back Card in these Terms and Conditions) is issued by iGoDirect and terms and conditions apply visit <a href="https://cashback.gonaturalgas.com.au/terms">https://cashback.gonaturalgas.com.au/terms</a> for details. The VISA card will be issued with an activation letter detailing that the card must be activated within 3 months from the date on the letter, that the card is valid for 12 months from the date of activation, and basic terms of use of the VISA card. It is each individual's responsibility to review the iGoDirect terms and conditions carefully. Acceptance of these Terms and Conditions is deemed to include acceptance of the iGoDirect terms and conditions.
- 29. The Promoter reserves the right, at any time, to verify the validity of claims and individuals (including an individual's identity, age and place of residence) and to disqualify any individual who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 30. The Promoter's decision is final and no correspondence will be entered into.
- 31. If for any reason an individual does not take/redeem an offer (or an element of an offer) by the time stipulated by the Promoter, then the offer (or that element of the offer) will be forfeited. The Jemena Cash Back Card must be activated by the expiry date shown on the card and/or the accompanying wallet/letter. Cards will not be activated after their expiry date.
- 32. If any offer (or part of any offer) is unavailable, the Promoter, in its discretion, reserves the right to substitute the offer (or that part of the offer) with an offer to the equal value and/or specification.
- 33. Jemena Cash Back Cards, or any unused portion of a Jemena Cash Back Card, are not transferable or exchangeable (other than in accordance with the iGoDirect terms and conditions) and cannot be taken as cash.
- 34. If this promotion is interfered with in any way or is not capable of being conducted as anticipated by the Promoter due to any cause beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to
  - disqualify any individual; or
  - modify, suspend, terminate or cancel the promotion, as the Promoter deems appropriate.
- 35. Any cost associated with accessing the promotional website is the individual's responsibility and is dependent on the internet service provider used.
- 36. 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 2010 (Cth), as well as any other implied warranties under the ASIC Act 2001 (Cth) or similar consumer

protection laws in the States and Territories of Australia ('Non-Excludable Guarantees'). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its 'related bodies corporate' as defined in the Corporations Act 2001 (Cth) and respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

37. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:

- any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- any theft, unauthorised access or third party interference;
- any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any cause beyond the reasonable control of the Promoter;
- any variation in offer value to that stated in these Terms and Conditions;
- any tax liability incurred by an individual; or
- use/taking of/redemption of an offer.

38. As a condition of claiming an offer, each individual must sign any legal documentation as and in the form required by the Promoter and/or Jemena Cash Back Card suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.