

MERCURY REWARDS TERMS AND CONDITIONS.



Effective date 23 November 2023

It's wonderful that you've decided to join Mercury Rewards ("Rewards"). Please read these Terms and Conditions, as by joining Rewards, you agree to be bound by them. These Mercury Rewards Terms and Conditions should be read in conjunction with the **Mercury App Terms and Conditions**, **My Account Terms and Conditions** and **General Residential Terms and Conditions** ("General Residential Terms") which will also apply to you. Terms capitalised but not otherwise defined in these Terms have the meaning given to those terms in the General Residential Terms.

1. WHAT IS REWARDS?

Rewards is available through the Mercury App and My Account. With Rewards, you'll be able to earn points ("Points") in a whole lot of wonderful ways (like when you pay your bill on time or by completing challenges in the App). You'll then be able to exchange your Points for your choice of reward in accordance with these Terms. Plus, you can qualify for extras like an "Anniversary Bonus Free Power Day" – just one way we're saying thanks for being a customer!

2. ELIGIBILITY AND JOINING REWARDS

- 2.1 In order to sign up to and join Rewards and earn Points you must be the primary account holder on your Mercury residential account (Mercury residential customer), with either an electricity or gas connection.
- 2.2 Mercury business customers are not eligible to sign up for Rewards. This includes Small Commercial, Large Commercial, Farming, Collective invoicing, Body Corporate, Account Managed, Time of Use and SPOT customers. If you're not eligible to sign up for Rewards, you will not see the option to sign up in the app or My Account. For any queries regarding eligibility, please **contact us**.
- 2.3 Signing up is easy – you can do this via the app or My Account. If you do not have a My Account login, you will need to create one.
- 2.4 You'll be eligible to start using Rewards from the date you successfully sign up for Rewards.

3. USING THE MERCURY APP

While you may sign up for and use Rewards via the app or My Account, using Rewards via the Mercury mobile app will give you greater functionality and additional benefits than through My Account. To use Rewards via the app, you'll need to download the latest version of the app to your mobile and register your account.

4. HOW IT WORKS - EARNING POINTS

- 4.1 Once you've signed up to Rewards, you can receive 1 Point for every \$1 paid (including GST, but excluding any discounts or credits applied to your bill, and any service fees or charges) on your eligible Mercury residential customer bill(s), provided that the payment is received by the applicable due date.
- 4.2 If you have multiple eligible residential Mercury accounts, we will opt these into Rewards when you sign up. However, if you have multiple residential properties and can't see these within your Rewards account, please contact us. We may need to change the way that your account is configured for these to show together under your Rewards account.
- 4.3 We will always round up to the nearest \$1 spent on your bill when allocating Points for bill payments (a minimum payment amount of \$1 applies). You will still be eligible to earn Points for part payments made before the applicable due date, but this will be on a pro-rata basis.
- 4.4 The allocation of Points depends on how you choose to pay your bill:
 - (a) For non-SmoothPay customers, Points earned on your eligible Mercury bill payments will be applied to your Rewards account within [7 days] from the date that we receive and have allocated your payment to [an/the] amount owed on your account.

Points are applied based on an eligible debt being paid. This means that if you pay an amount in addition to what is owed, Points will not be applied for that additional payment amount until such time as that credit amount is allocated to your next eligible bill, or otherwise allocated to an eligible charge.
 - (b) For SmoothPay customers, Points earned on your eligible Mercury bill payments will be applied to your Rewards account within [7 days] from the date we receive your periodic payment.

Regardless of how you choose to pay, in order to allocate a payment, the funds must be "cleared funds". It's also important that the payment reference information that you provide is complete and accurate, as we use that information to allocate payments. Where payment reference information is not complete or accurate, this may result in delays to Points being allocated.

- 4.5 We reserve the right to deduct Points earned from your account if the payment on which those Points were earned is refunded or dishonoured for any reason.
- 4.6 You may also earn additional Points or bonus earn rates in special offers or promotions from Mercury, subject to the special offer or promotion terms and account eligibility.
- 4.7 Points are not legal currency and cannot be exchanged for, or purchased with, cash. Points cannot be transferred to another account, and you must not sell, assign or transfer Points to any person for cash or any other form of consideration.

5. ADDITIONAL WAYS TO EARN POINTS AND OTHER REWARDS

- 5.1 You can also earn Points by completing any of the challenges ("Challenges") set out in the "Earn" section of Rewards in the app. At this stage, Challenges are only available via the app.
- 5.2 We can add or remove any of the Challenges (or change the applicable rewards for completing any of the Challenges) from time to time at our discretion. We will endeavour to give you reasonable notice of how these changes will affect you, if at all.
- 5.3 Rewards for completing Challenges may include Points, other prizes picked by us or entry into a prize draw. Each Challenge will set out what you have to do to complete that Challenge and what the relevant reward is. On successful completion of a Challenge;
 - (a) Where the Challenge reward involves Points, we will credit your Rewards account with the applicable number of Points for that Challenge.
 - (b) Where the Challenge reward involves a prize, we will contact you regarding this.
 - (c) Where the Challenge reward involves an entry into a prize draw, we will enter you into the prize draw and contact you after the draw date if you are a winner.
- 5.4 Challenges vary in nature and may include completing different activities, for example, inviting a friend to join Mercury, answering a question, walking a certain number of steps or scanning a QR code at an event or location.
- 5.5 We have the final say about whether you have achieved the criteria for completing a Challenge.

6. SPENDING POINTS

- 6.1 You'll be able to view, track and spend your Points in both the app and My Account.
- 6.2 Once you have earned Points and have met the Points threshold stated, you can choose from one of the available unlocked reward options. Rewards may vary per customer but may include free power offers (only available for electricity customers), discounts and bill credits as examples. Where we are unable to offer you a particular reward, we reserve the right to offer you a best alternative.
- 6.3 We may change the ways in which you are able to spend Points from time to time at our discretion.
- 6.4 Each reward may have its own set of terms and conditions that you will need to accept as part of redeeming the reward. If any of the ways to spend Points involves a third party, you must comply with the third party's terms and conditions.
- 6.5 Any Points you spend will be deducted from your account balance at the time of redeeming the reward. Reward redemptions will be considered final. You will not be able to change your mind after confirming a redemption.
- 6.6 You need to have an active Mercury account to spend your Points. If you close all of your Mercury accounts, any remaining Points that have not been spent will be removed from your Rewards account within the app or My Account. We will allow a grace-period of 90 days for customers who are in-between properties, or moving house who wish to remain a Mercury residential customer. In this case, we'll hold your Points for up to 90 days and reactivate them when you become an active customer again within that period (in accordance with these Terms).

7. POINTS EXPIRY

- 7.1 Points expire annually. On each anniversary of the date you joined Rewards, any unused Points more than 12 months old will expire and be removed from your Rewards balance in the app and My Account. For example, if your anniversary for joining Rewards is 1 May 2024, any unused Points earned before 1 May 2023 will expire and be removed from your balance. In the months leading up to your points' expiry we'll let you know how many Points are due to expire on your anniversary.

8. ANNIVERSARY BONUS

- 8.1 As part of Rewards, if you have continuously been a Mercury customer for more than a year and are eligible to receive "Free Power Days" (electricity customers only) you'll receive at least one "Free Power Day" a year, based on the most recent date you joined Mercury. Any Free Power Days will be loaded and available in your Rewards account within the app on the first day of the month of your anniversary of joining Mercury as a customer. You'll need to accept any other terms and conditions associated with this offer when you redeem your "Free Power Day".
- 8.2 A Free Power Day is a full 24 hours of free electricity for you to enjoy and includes all applicable usage, lines, EA levy or Electricity Market Fee and GST for that day. See **Free Power Days Terms** for more information.

9. OPTING OUT OF REWARDS

- 9.1 You can opt out of Rewards at any time by **contacting us**.
- 9.2 If you opt out of Rewards, you will lose any Points or available rewards you have earned.

10. VARIATION OF THESE TERMS

- 10.1 We may vary, suspend, modify or terminate these Terms, or any specific Rewards terms. We will endeavour to give you 30 days' notice of how these changes will affect you. Any detrimental changes to these Terms will be posted on the Mercury website, within the app and My Account or communicated via email.
- 10.2 We may make feature changes or enhancements to rewards, and we may add to and/or change the earn and spend options at any time.
- 10.3 Where we elect to cancel the app, any unspent Points or available rewards will no longer be valid and may not be credited or used for any purpose.
- 10.4 If these Terms change, you agree to be bound by any changes by continuing to use Rewards. We recommend you review these Terms from time to time. If you do not wish to be bound by these Terms, you must opt out of Rewards in accordance with paragraph 9.

11. CANCELLATION

- 11.1 We may decline to let you participate in Rewards at any time on reasonable grounds, such as for you having a history of dishonesty with Mercury or if your account is in arrears.
- 11.2 We may cancel Rewards in its entirety and will provide 30 days' notice of how these changes will affect you. Where we elect to cancel Rewards, any unspent Points or available rewards will no longer be valid and may not be credited or used for any purpose.
- 11.3 The termination of these Mercury Rewards Terms does not terminate any other agreement between us (including for energy supply), which shall continue in force in accordance with the relevant terms and conditions applicable to you.

12. PRIVACY AND EMAIL COMMUNICATION

- 12.1 By signing up to and participating in Rewards, you authorise us to collect, use and disclose your personal information in accordance with our Privacy Policy, these Terms and the General Residential Terms. If you choose not to provide us with certain information, we may not be able to set you up with Rewards.
- 12.2 In addition to what is set out in the Privacy Policy and General Residential Terms, we will use your personal information for the purposes of running and administering Rewards, including getting you set up in the app and/or My Account and providing you with rewards or other benefits. We may need to disclose your personal information to our third-party business partners for the same purpose.
- 12.3 You acknowledge and agree that by providing us with your email address, we may send you commercial electronic messages regarding Rewards, the app and your Mercury account more generally.
- 12.4 We use Google APIs in connection with your usage of our app. We use Google APIs to record your step data when you take part in a Step Challenge, and to verify your location when required, like when you take part in a QR Code Challenge in our app. We need this data so that we can accurately record your participation in Challenges, and make sure we award you the right amount of Points when you earn them! We store your step data on our own databases. We do not store your location data anywhere. We access your location data on a "read only" basis and only use it to verify your recorded location.
- 12.5 We will only use Google APIs to collect the data that we need to accurately record your participation in those Challenges – nothing more. If you contact us with an issue relating to your participation in a Step Challenge, we have access to log data in relation to your Mercury App Account and use of our app that helps us work out what might have gone wrong. Log data is cleared periodically in our app.

13. MISCELLANEOUS

- 13.1 We make no representation about your potential tax liability as a result of your participation in earning rewards. You are solely responsible for any tax liability (if any) incurred or tax that is required to be paid pursuant to any law in connection with your participation in Rewards (if any).
- 13.2 All right, title and interest in all intellectual property in all concepts, systems, written, graphic and other material relating to Rewards, the Mercury App and My Account, and its contents is owned by, and shall at all times remain the exclusive property of, Mercury, its licensors and the providers of any other products and services accessible through the Mercury App, and is protected by New Zealand and international law.
- 13.3 Some Challenges may involve physical activity. You acknowledge and agree that you will participate in any physical activity responsibly and within your limits, and that you are aware of any risks that are posed to you, and have considered whether you are capable of engaging in the relevant task. Mercury will not be liable for any injury sustained when participating in any Challenge.
- 13.4 These Terms shall be governed by and construed in accordance with the laws of New Zealand and, in the event of any legal action in connection with these Terms, you submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 13.5 Additional information about Rewards may be found on the Mercury website, on the Mercury App or My Account. To the extent of any inconsistency between these Terms and any information regarding Rewards found elsewhere, these Terms shall prevail.
- 13.6 Notice shall be deemed to be given to you if it is posted on the app, My Account or Mercury website, and/or emailed to your email address.
- 13.7 Any reference to "Mercury", "us", "we" or "our" means Mercury NZ Limited, and includes its related companies, directors, officers, employees or agents.

14. QUERIES AND COMPLAINTS

- 14.1 If you have any queries or complaints regarding Rewards or these Terms you can contact us.