

# ***Switch Electricity with Finder***

Get a Mastercard Digital Gift Card worth \$50.00 when you compare and switch to an eligible Engie or Powershop electricity plan with Finder.

## **Terms and Conditions**

These Terms and Conditions apply to the Promotion referenced below. By participating in the Promotion, you confirm that you have read and understood the Terms, and agree to be bound by them. Unless otherwise defined elsewhere in the Terms, capitalised words and phrases have the meaning given to them in section 1 (*Particulars of Promotion*) of the Terms.

### **1. Particulars of Promotion**

- 1.1 **“Promotion”** means the ‘Switch Electricity with Finder’
- 1.2 **“Promoter”** means Hive Empire Pty Ltd (ABN 18 118 785 121) of Level 10, 99 York Street, Sydney NSW 2000 (**“Finder”**).
- 1.3 **“Promotion Period”** means 12:00 AM on 16 July 2024 to 11:59 PM on 15 August 2024.
- 1.4 **“Gift Card”** means \$50.00 Mastercard Digital Gift Card.
- 1.5 **“Finder Platform”** means the energy comparison and switching platform located at <https://energy.finder.com.au/energy>, which is powered by CIMET on behalf of Finder.
- 1.6 **“CIMET”** means CIMET Sales Pty Ltd ABN 72 620 395 726.
- 1.7 **“Eligible Plan”**: means any Engie or Powershop residential electricity plan (excluding the supply of gas and any embedded networks or non-quotable metres) listed on the Finder Platform for the supply of electricity to your home at an address in NSW, QLD, SA or VIC. Electricity and other energy plans (offered by Engie and Powershop in states and territories other than those listed, and any other retailer on the Finder Platform anywhere in Australia) are excluded from the Promotion.

### **2. Eligibility**

- 2.1 The Promotion is only open to customers who:
  - (a) are Australian residents aged 18 years or older and:

- (b) are, where the Eligible Plan switched to is with:
    - (i) **Engie:** a new or existing Engie customer, provided that such existing customer's selected Eligible Plan constitutes an upgrade from their current Engie plan; or
    - (ii) **Powershop:** a new Powershop customer with no current customer relationship with Powershop ;
  - (c) reside in a Location specified for their selected Eligible Plan's Provider (in section 1.6 above); and
  - (d) switch and connect for a minimum of 30 days to an Eligible Plan in the Promotion Period directly via the Finder Platform.
- 2.2 Finder has engaged and authorised CIMET to distribute Gift Cards to eligible customers in accordance with these Terms on its behalf.
- 2.3 One (1) x Gift Card will be sent to each eligible customer's nominated email address between 90 to 120 days after the date of CIMET's receipt of confirmation of your successful connection to your selected Eligible Plan from your Provider.
- 2.4 You agree that the Promoter (or CIMET) may, at its discretion, request reasonable documentation from you to verify your eligibility (including your name, age and residential address) under these Terms for any Gift Card. You acknowledge that failure to comply with the Promoter's reasonable requests regarding verification of your identity will result in you being deemed ineligible for the purposes of this Promotion and any Gift Card.
- 2.5 The Promoter may, at its sole discretion, substitute the Gift Card with cash or a replacement of equal value, where it becomes unavailable or is incapable of being issued or transmitted to your nominated email address.
- 2.6 You acknowledge that you will not be eligible to receive any Gift Card where the Promoter, or CIMET reasonably determine that you:
- (a) were unable to establish a successful connection to your Eligible Plan in the Promotion Period;
  - (b) failed to maintain a successful connection to your Eligible Plan for 30 days or more from a date of connection/ successful switch based on retailer's application acceptance;
  - (c) are unable to verify your identity or substantiate your claims regarding eligibility for sections 2.1 and 2.4 above;

- (d) breached any of these Terms; or
- (e) have tampered with the Promotion or otherwise conducted yourself in a manner reasonably likely to jeopardise the fair and proper conduct of the Promotion.

### 3. Finder Platform

- 3.1 You acknowledge that your access to and use of the Finder Platform (independently of the Promotion or not) is subject to and governed by the:
- (a) [Finder Terms of Service](#);
  - (b) [CIMET Terms and Conditions](#);
  - (c) [Finder Group Privacy & Cookies Policy](#); and
  - (d) [CIMET Privacy Policy](#),
- collectively, the “**Finder Platform Terms**”.
- 3.2 By participating in the Promotion, you confirm that you have read and understood all of the Finder Platform Terms and agree to be bound by them.
- 3.3 When you apply to switch to an Eligible Plan via the Finder Platform, CIMET will be responsible for transferring your application and other required details to your selected Provider. You agree that CIMET may contact you to clarify any aspect of your application.
- 3.4 You acknowledge that these Terms are separate to and do not form part of your selected Provider’s terms and conditions for your selected Eligible Plan. For clarity, neither Finder nor CIMET is responsible for and does not supply the electricity or any other services under your Eligible Plan. You must contact your selected Provider directly for more information.
- 3.5 You are solely responsible for any costs incurred to participate in the Promotion, and arising in connection with or as a result of transitioning away from your existing electricity Provider and/or to an Eligible Plan with your selected Provider.
- 3.6 You acknowledge that by switching to an Eligible Plan, you may incur cancellation fees from your existing electricity provider, and that further consequences may apply due to any early cancellation of your contract with them.
- 3.7 Where the circumstances in section 2.6 (a)-(b) arise, you acknowledge that you may be required to pay the applicable additional fees charged by your Provider, and agree to pay any such amounts invoiced by your Provider by the invoice due date.

#### **4. Gift Card Terms**

- 4.1 The Gift Card is a Mastercard® Digital Gift Card issued by 545490 Pty Ltd, ABN 83 648 605 225 trading as Karta Co (“**Karta**”) and distributed by 545490 Ops Pty Ltd. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
- 4.2 Your receipt (and subsequent redemption) of any Gift Card is subject to the Karta Mastercard Gift Card Terms & Conditions located at <https://www.karta.com.au/terms-conditions>.
- 4.3 Gift Cards will be sent from [rewards@karta.com.au](mailto:rewards@karta.com.au). You should check your spam/junk folders in their email inbox if you have not received the Gift Card after 120 days of your Eligible Plan’s successful connection date.
- 4.4 CIMET will send the Gift Card to your nominated email address upon verifying your eligibility and identity in accordance with these Terms
- 4.5 Upon receipt of any Gift Card, you acknowledges and understands that the Gift Card:
- (a) will expire 90 days after it is issued;
  - (b) must be activated within 30 days of the issue date; and
  - (c) must be accessed through the unique 6-digit code sent to the your nominated email address within 60 minutes of receipt of the code (otherwise you will need to request a new code).

#### **5. Liability**

- 5.1 Except for any liability that cannot be excluded by law, neither Finder, CIMET nor Karta (including its officers, employees and agents) will be liable for any Gift Card that is:
- (a) delayed or lost in transmission;
  - (b) deleted, expired, lost stolen after distribution to you;
  - (c) misdirected due to incorrect, inaccurate or incomplete information supplied by you;
  - (d) not activated in accordance with the steps and applicable time limits set out in section 4.6 above;
  - (e) not redeemed within the Gift Card’s expiry period (whether in full or in part) by the applicable expiry date.

5.2 Liability excluded under section 5.1 above includes liability for negligence, any personal injury; any loss or damage (including loss of opportunity and any tax liability incurred by you); whether direct, indirect, special or consequential, arising in any way out of the Promotion or any Gift Card distributed in accordance with these Terms.

## **6. Miscellaneous**

- 6.1 The Promoter reserves the right to modify, suspend, terminate or cancel the Promotion at its sole discretion, to the fullest extent permitted by law.
- 6.2 Errors and omissions may be accepted by the Promoter at its sole discretion.
- 6.3 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.4 Any cost associated with participating in the Promotion is your sole responsibility.
- 6.5 The laws of the state of New South Wales govern the Promotion.
- 6.6 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 suppliers. Participation in this Promotion is conditional on providing this information. The Promoter may, for an indefinite period to the extent permitted by applicable laws and unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you.
- 6.7 Any requests to access, update or correct information should be addressed to CIMET in the first instance.