

ABOUT

The administrator and promoter of the program is Energetic Lighting Australia Pty Ltd (ABN 62 168 714 145), here therein referred to as ELA, located at 1/350 Edgar Street Condell Park, NSW 2200 Australia. ELA is a supplier and distributor of LED lighting solutions for commercial, industrial and residential applications across Australia and New Zealand under various brand names including “Energetic” and “Nordlux”.

1. INTRODUCTION

- a. These Terms and Conditions form the basis of the Energetic Rewards program. They are intended to inform and protect both Members and Energetic Lighting Australia Pty Ltd.
- b. These Terms and Conditions are effective from the date specified above and may be amended by ELA at any time without prior notice or consideration. The Terms and Conditions are available for applicants and members to view online at energeticlighting.com.au or on the second page of the New Membership Form.
- c. Both parties are bound of these Terms and Conditions.

2. DEFINITIONS

- a. “ELA”, “Energetic”, or “Energetic Lighting” means/refers to Energetic Lighting Australia Pty Ltd.
- b. “Energetic Rewards” means/refers to the loyalty program offered and operated by Energetic Lighting Australia Pty Ltd.
- c. “Member” means/refers to the licensed electrical contractor or company who is a signed up member of the Energetic Rewards loyalty program.
- d. “Form” or “Forms” means/refers to the Energetic Rewards New Membership Form. This form is required to be completed and validated before becoming a Member of the Energetic Rewards loyalty program.
- e. “Reward Redemption Form” means/refers to the Energetic Rewards Reward Redemption Form. This form is what the Member completes when they wish to redeem Energetic Points for a reward/s.
- f. “Rewards” means/refers to a qualifying item/s given in recognition of support and achievement.
- g. “Energetic Points” or “Points” means/refers to loyalty points awarded to Members in the Energetic Rewards loyalty program pursuant to these Terms and Conditions unless otherwise stated.
- h. “Licenced Electrical Company” or “Licenced Electrical Companies” means/refers to commercial business organisations that operate within the electrical services industry and holds a valid electrical licence.
- i. “Electrical Contractors” means/refers to licenced electricians who own or are employed by a Licenced Electrical Company.
- j. “ELA Resellers” means/refers to anyone that holds an active and/or valid trading agreement with ELA.

3. ELIGIBILITY

The following are not eligible to participate in the program:

- Employees of, and any immediate family member of an employee of ELA
- ELA Resellers

4. MEMBERSHIP

- Membership to the Energetic Rewards loyalty program is open only to Licenced Electrical Contractors and Companies.
- Licenced Electrical Contractors or Companies wishing to become Members must formerly apply to do so. Membership is free and is offered at the discretion of ELA.
- To become an active Member of the Energetic Rewards loyalty program, a nominated representative of the Licenced Electrical Company must complete the Energetic Rewards “New Membership Form”. Fully completed Forms are to be sent to ELA by email at promotions@energeticlighting.com.au for verification. ELA will contact the representative of the Licenced Electrical Company once the application Form is approved. The “New Membership Form” can be obtained online at energeticlighting.com.au, by emailing promotions@energeticlighting.com.au, or by calling ELA Customer Service on 1300 215 598.
- Members may, at any time, can terminate their Membership by providing a notice to ELA by email. Upon receipt of the Membership cancellation email, all accumulated Energetic Points will immediately expire and cannot be retrieved or reinstated. Memberships are not transferable and accumulated points cannot be exchanged for cash or credit. ELA recommends that Members carefully plan all terminations to avoid unintentional loss of accumulated Energetic Points.
- It is the responsibility of the Licenced Electrical Company to advise ELA by email of any change of name, address or other key information as soon as practicable after the change.

5. EARNING ENERGETIC POINTS

- A Member may earn Energetic Points only by purchasing Energetic or Nordlux branded products through any authorised ELA reseller, Electrical Wholesaler or Distributor, after the Member’s joining date and up to 30 days prior to the Member’s joining date. 1x Energetic Point can be earned for every dollar spent, excluding GST, on Energetic or Nordlux branded products. The maximum number of points that can be earned in a calendar year is capped at 100,000 points.
- To claim and be awarded with Energetic Points, Members must provide proof of spend in the form of official tax invoices from a valid Electrical Wholesale / reseller to ELA by email at promotions@energeticlighting.com.au. The official tax invoices must clearly display the following:
 - The name of the Electrical Wholesaler / reseller
 - The date of the transaction
 - The name of the Member/Licenced Electrical Company
 - ELA product names and order codes
 - The individual line item spend values



ELA may, in its sole and absolute discretion, refuse to accept any document as a “valid TAX invoice” and the claimant has no claim whatsoever against ELA, and releases ELA from any such claim, by reason of such refusal. ELA reserves the right to validate and make such enquiries as it sees fit with the place of purchase, or sale, as recorded on the tax invoice as to the authenticity of any tax invoice or claim, and to exclude from the Program any claimant and disqualify any claimant for tampering with the claim process, or who submits a claim that is not in accordance with these Terms and Conditions.

- c. Members will have the opportunity of a full calendar year to earn and accumulate Energetic Points. A full calendar year is from the 1 January to 31 December. A redemption period will be given 30 days after 31 December. Any new Points earned during the redemption period will not be attributed to the loyalty point balance to the year that has just passed. It will instead be allocated to the loyalty point balance of the new year.
- d. Accumulated unredeemed Points will immediately expire at the end of the redemption period or on 31 January.

6. REDEEMING ENERGETIC POINTS FOR REWARDS

- a. It is the Member’s responsibility to read and accept the Terms and Conditions before redeeming Energetic Points for rewards. Rewards can only be obtained in accordance with the Terms and Conditions.
- b. Members redeem Energetic Points in order to obtain Retail Rewards at their own discretion. ELA do not give any warranty or any representation in relation to the underlying value of any rewards (other than the face value of gift cards denominated in Australian Dollars).
- c. Claims are deemed to be received at the time of receipt by ELA. The records of ELA are final and conclusive evidence as to time of receipt. ELA and its associated agencies or companies accept no responsibility for lost, late, incomplete, illegible or misdirected submissions.
- d. Where the claim is from an individual, it is the sole responsibility of the claimant to ensure that they comply with any and all policies and procedures of their employer in relation to their participation and the receipt of any benefits. ELA and all its participating authorised resellers will not take any responsibility for any claims that have been made in direct conflict to the policies and procedures of the claimant’s employer.
- e. The Claimant is solely responsible for any and all tax liability arising as a result of their participation in the program.
- f. ELA may at any time and without prior notice to Members; withdraw, limit, modify, cancel, increase or decrease: (1) any particular reward, (2) the advertised terms of offer for a reward, (3) the quantity of a reward available for redemption, or (4) the value of a reward available for redemption.
- g. To redeem Energetic Points for a reward, the Member must complete the Reward Redemption Form and email it to ELA within the redemption period. On receipt of the Reward Redemption Form, ELA will review the redemption claim and begin the reward redemption process upon verification of the redemption claim. A digital copy of the Reward Redemption Form can be obtained online at energeticlighting.com.au, by emailing promotions@energeticlighting.com.au, or by calling ELA Customer Service on 1300 215 598.
- h. Rewards are only to be delivered to the nominated Electrical Wholesale / reseller branch nominated by the Member. Rewards will not be delivered to private residential addresses or PO boxes.



7. POINT BALANCES

- a. The Member can ascertain the accumulated balance of their Energetic Points by sending an enquiry email to promotions@energeticlighting.com.au. Upon receipt of the email, a member of the ELA Marketing Team will reply with the Member's current available Point balance. Alternatively, Members can call ELA Customer Service on 1300 215 598.
- b. ELA will contact Members on a monthly basis to advise on their Point balances and special offers that are of benefit to the Member.

****END OF DOCUMENT****

