Bord Gáis Energy – Tesco Rewards Vouchers & Points

Customer Terms and Conditions (June 2014)

This agreement is Bord Gáis Energy's terms and conditions for Rewards Club members in relation to Tesco Rewards only. Rewards Club members are also bound by the terms and conditions of the Rewards Club (www.bordgaisenergyrewards.ie/terms-conditions)

1.0 Eligibility

1.1 Bord Gáis Energy customers who wish to avail of Tesco Rewards must be a member of the Bord Gáis Energy Rewards Club and Tesco Clubcard to participate. You agree to be bound by the terms and conditions of the Bord Gáis Energy Rewards Club and Tesco's terms and conditions. 1.2 Bord Gáis Energy customers who are in arrears of more than 60 days and whose arrears are greater than or equal to €175 are unable to redeem credit against their energy bill (with the Tesco Clubcard Boost vouchers) or earn Tesco Clubcard Points (including Promotional Points) against their Bord Gáis Energy Bill/s until all arrears have been paid in full unless these customers are on an active repayment plan or making repayments through a Pay As You Go meter.

2.0 Registration

2.1 In order to avail of Clubcard Points, customers must register their Tesco Clubcard on their account on the Bord Gáis Energy Rewards Club website.

3.0 Tesco Clubcard Vouchers

3.1 Upon receipt of your Tesco Clubcard vouchers, Bord Gáis Energy customers can use these against their Bord Gáis Energy bill in accordance with the rules set out below.3.2 To redeem these vouchers, the customer should:-

 Log on to tesco.ie/clubcardboost, select the Bord Gáis Energy Deal and enter the 12 digit online code(s) on your Clubcard voucher(s) on the request form
 Receive an e-mail within a day with your Bord Gáis Energy unique voucher code

3. Log on to www.bordgaisenergyrewards.ie and register as a Rewards Club member, then enter your Bord Gáis Energy unique voucher code to credit your Bord Gáis Energy account in the next billing cycle

3.3 The value of the credit is twice the value of a Tesco Clubcard Boost voucher (e.g. every €5 worth of vouchers equals €10 off your Bord Gáis Energy bill).

3.4 Credit can be applied against a registered Electricity, Gas or Boiler Servicesaccount. (Credit can only be applied to a Home Team Account in the event that a bill is provided. For example, please note that as our Standard Boiler Care product is a prepayment service and no bill is provided, credit cannot be applied to this product).

3.5 The minimum voucher amount to be issued by Bord Gáis Energy is €5 (therefore the customer needs a minimum of €2.50 in Tesco Clubcard Boost vouchers). Thereafter, vouchers are only accepted in denominations of a minimum of €2.50. For example, if a customer had a voucher of €8 from Tesco, Bord Gáis Energy can only accept €7.50 of that voucher which would equate to €15 off your Bord Gáis Energy bill. Tesco will refund any portion of a voucher amount which remains un-used as a result of the circumstances in this clause 2.5 on the customer's next Tesco Clubcard statement.

3.6 The full amount of credit can only be applied against one registered account (i.e. credit cannot be split between bills).

3.7 There is no maximum limit on Tesco Clubcard Boost vouchers that can be used as credit against a Bord Gáis Energy bill.

3.8 A credit will appear on a customer's account during the next billing cycle (this can take up to 42 days).

3.9 Vouchers are valid for six months from their date of issue.

3.10 Vouchers are non-transferable and can only be used as a credit against the registered Bord Gáis Energy account holder's account. Vouchers will only be credited against the customer's energy bill and cannot be provided as cash if the customer's account is in credit.

3.11 There is no cash alternative to the voucher.

3.12 Pay as You Go Meter Customers - the credit will be issued to your Pay as You Go Account. To avail of this credit on your account you must vend. A credit will be applied to the customer's account the next time they top up or request a balance at a Payzone outlet.

3.13 Pay as You Go Meter Customers – Where a prepayment meter customer is repaying debt via the meter, voucher values will be applied in line with other payments made (75% of the voucher value will be credited to the meter, 25% will be credited towards debt repayment) 3.14 Customers on an Active Payment Plan - Customers who are on a repayment plan will have the voucher credit applied to their bill and not off any outstanding repayment/debt amount due to Bord Gáis Energy.

3.15 Level Pay Customers – for customers who pay by our Level Pay method (equal amounts on a monthly basis), the credit will be applied to the customer's account and will be reconciled at the end of the 12 month period in accordance with the Level Pay terms and conditions. (Please note – if the customer is entitled to and requests a refund under the Level Pay terms and conditions as a result of the annual reconciliation, this will not include any voucher amounts. Voucher amounts will be carried forward towards the next year's payments.)

4.0 Tesco Clubcard Points

4.1 Bord Gáis Energy customers can earn Tesco Clubcard points when paying their

Bord Gáis Energy bills.

4.2 The customer must register their Tesco Clubcard on their Bord Gáis Energy account on the Bord Gáis Energy Rewards Club website and we will ensure that you earn Clubcard points every time you pay your Bord Gáis Energy bills. You must select which bill/s you want to earn points against.

4.3 You can review your points earned on your Bord Gáis Energy Rewards Club account. You will be able to view your points 7 days after payment is made. If your Tesco Clubcard number changes, you need to update your number on the Bord Gáis Energy Rewards Club website.
4.4 We will regularly update Tesco with the points you have earned. In order for your points to be awarded to your Tesco Clubcard, Bord Gáis Energy will provide Tesco with your Clubcard Number and unique identification number along with information related to payments made on your account. By registering, you are confirming that you are happy for us to pass this information onto Tesco in order that points can be correctly allocated to your account.
4.5 Customers must pay a minimum of €2 off their energy bills in order to receive Tesco Clubcard points.

4.6 . In order to earn points on our Standard Boiler Care product (which is currently a prepayment service only), you must have your Tesco Clubcard registered with us on our Rewards Club. If you do not have your Tesco Clubcard registered with us then this must be done by 8pm on the same day that you signed up to Boiler Care Bronze in order that points can be earned on this product.

4.7 You will not receive points if you have already used your Tesco Clubcard Boost Voucher/s to pay your bill/s. For example, if you have a €100 Bord Gáis Energy bill and you use a Tesco Clubcard Boost Voucher worth €20 against that bill then onlythe remaining €80 of the bill amount will qualify to earn Tesco Clubcard points.

4.8 You will not receive points for any arrears amount paid. If you make one payment to cover arrears and a current bill, points will not be credited against the current bill. You must make two separate payments in order the points can be credited against the current bill.

4.9 You will not earn points from a credit placed on your account and then refunded by us before your next bill is due.

4.10 You may not earn points on payment of a security deposit (at Bord Gáis Energy's discretion).

4.11 You can redeem your Tesco Clubcard points in line with Tesco's terms and conditions which can be found at www.tesco.ie

5.0 Tesco Clubcard Promotional Clubcard Points

5.1 You can earn Promotional Clubcard Points from time to time on certain offers (at Bord Gáis Energy's discretion).

5.2 The terms and conditions set out in clause 4.0 above apply to these Promotional Clubcard Points.

5.3 From time to time, we may offer you promotional points for registering your Tesco Clubcard on the Bord Gáis Energy Rewards Club website. These points will only be applied once to your

account. These points would not be applied again if the customer cancels and then re-registers their account, for example.

6.0 Tesco's Terms and Conditions

6.1 If you want to view your current Tesco Clubcard balance, know more about the benefits of having a Tesco Clubcard or read Tesco's Terms and Conditions, please visit <u>www.tesco.ie</u>.

7.0 Data Protection and Privacy Policy

7.1 These terms and conditions are subject to Bord Gáis Energy Limited's Data Protection Notice http://www.bordgaisenergy.ie/terms-and-privacy/ and privacy policy http://www.bordgaisenergy.ie/terms-and-privacy/.

8.0 General

8.1 We reserve the right to vary these terms and conditions at any time and will notify you of the proposed changes. By continuing to use the Bord Gáis Energy Rewards Club website and avail of Tesco Rewards after being notified of the changes you will be deemed to have accepted such changes.

8.2 We may suspend any or all of the Bord Gáis Energy Rewards Club website at any time for such reason as we may consider necessary to allow us to inspect, maintain, renew, repair or revise it.

8.3 We reserve the right to suspend or terminate your use of the Bord Gáis Energy Rewards Club website and the Tesco Rewards at any time if you do not adhere to these terms and conditions of use.

8.4 Bord Gáis Energy Limitedshall not be liable for any loss suffered by any person or be deemed to be in default for any delays or failures in performance hereunder resulting from acts or causes beyond the reasonable control of Bord Gáis Energy Limited.

8.5 These terms and conditions shall be governed by and construed in accordance with the laws of Ireland and any disputes arising hereunder shall be subject to the exclusive jurisdiction of the Irish courts.