

# MERCURY REWARDS TERMS AND CONDITIONS.



**Effective date 17 March 2025**

Mercury customers opted into Mercury Rewards ("Rewards"), agree to be bound by the following Terms and Conditions. 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 via the Mercury website. With Rewards, you'll be able to earn points ("Points") in different ways (like when you pay your bill on time or by completing app challenges). You'll then be able to redeem your Points for your reward of choice in accordance with these Terms. Plus, you can qualify for bonus rewards, like an anniversary Free Power Day.

## 2. ELIGIBILITY AND JOINING REWARDS

- 2.1 In order to opt into Rewards and earn Points you must be the primary account holder on your Mercury residential account (Mercury residential customer). To redeem Free Power Days, you must have an electricity connection.
- 2.2 Mercury business customers are not eligible for Rewards. If you're not eligible for Rewards, you will not see this option in the Mercury App or My Account via the Mercury website. For any queries regarding eligibility, please **contact us**.
- 2.3 Opting into Rewards is easy – you can switch this on via the Mercury App or My Account via the Mercury website. If you do not have a My Account login, you'll need to create one.
- 2.4 You'll be eligible to start earning and redeeming Rewards from the date you successfully opt into Rewards.

## 3. USING THE MERCURY APP

While you can use Rewards via the Mercury App or My Account via the Mercury website, using Rewards via the Mercury App will give you greater functionality and additional benefits.

## 4. HOW IT WORKS - EARNING POINTS

- 4.1 Mercury customers opted into Rewards can earn one 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 for the full bill amount due is received by the applicable due date.
- 4.2 If you have multiple eligible residential Mercury accounts, we'll opt these in when you switch on Rewards. However, if you have multiple residential properties and can't see these within your Rewards, please contact us. We may need to change the way that your account is configured for these to show together under your Rewards.
- 4.3 We'll always round up to the nearest \$1 spent on your bill when allocating Points for bill payments (a minimum payment amount of \$1 applies).
- 4.4 The allocation of Points depends on how you choose to pay your bill:
  - (a) Points earned on your eligible Mercury bill payments will be applied within 7 days from the date that we receive and have allocated your payment to 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 Points within 7 days from the date we receive your periodic payment.

Regardless of how you choose to pay, for Mercury to allocate a payment, the funds must be "cleared funds". It's also important the payment reference information 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 Points not being applied.

- 4.5 We reserve the right to deduct Points 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 for 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 app challenges ("Challenges") set out in the earn section of Rewards in the Mercury App.
- 5.2 We can add or remove Challenges (or change the applicable reward for completing any of the Challenges) from time to time at our discretion. We'll 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 an 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 Points with the applicable number of Points for that Challenge.
  - (b) Where the Challenge reward involves a prize, we'll contact you regarding this.
  - (c) Where the Challenge reward involves an entry into a prize draw, we'll enter you into the prize draw and contact you after the draw date if you're a winner.
- 5.4 Challenges vary in nature and may include completing different activities, for example, 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've achieved the criteria for completing a Challenge.

## 6. REDEEMING POINTS

- 6.1 You'll be able to view, earn, and redeem your Rewards Points in both the Mercury App and My Account via the Mercury website.
- 6.2 Once you have earned Points and have met the Points threshold stated, you can choose to redeem one of the available Rewards options. Rewards may vary per customer but may include free power offers (only available for electricity customers), discounts and account credit as examples. Where we're unable to offer you a particular Reward, we reserve the right to offer you the best alternative.
- 6.3 We may change the ways in which you are able to redeem Points from time to time at our discretion.
- 6.4 Each Rewards option may have its own set of terms and conditions that you'll need to accept as part of redeeming the reward. If any of the ways to redeem Points involves a third party, you must comply with the third party's terms and conditions.
- 6.5 Any Points you redeem will be deducted from your Rewards Points at the time of redeeming the reward. Reward redemptions will be considered final.
- 6.6 You need to have an active Mercury account to redeem your Points. If you close all of your Mercury accounts, any remaining Points that have not been redeemed will be removed from your Rewards. We'll allow a grace-period of 90 days for customers who are in-between properties, or moving house, and 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 For customers who opted into Rewards before 17 March 2025, any available Points earned before 30 April 2025 will expire on 30 April 2026. All Points earned after 1 May 2025 will expire 12 months after they're applied.
- 7.2 For customers who opt into Rewards from 17 March 2025, all Points earned will expire 12 months after they're applied.
- 7.3 You can view your Points history in the Mercury App or My Account via the Mercury website.

## 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 (you must have an eligible electricity connection), you'll receive at least one bonus anniversary Free Power Day a year based on the most recent date you joined Mercury. Your anniversary bonus will be available to redeem in your Rewards 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 anniversary 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.

## 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 Mercury App and My Account via the Mercury website, 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 redeem options at any time.
- 10.3 Where we elect to cancel the Mercury App, any available Points and 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.
- 11.2 We may cancel Rewards in its entirety, and we'll provide 30 days' notice of how these changes will affect you. Where we elect to cancel Rewards, any available Points or 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 your Mercury services), which shall continue in force in accordance with the relevant terms and conditions applicable to you.

## 12. PRIVACY AND EMAIL COMMUNICATION

- 12.1 By opting into 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 and Conditions**. 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'll use your personal information for the purposes of running and administering Rewards, including getting you set up in the Mercury App and/or My Account via our website, 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 when you have your marketing emails turned on, we may send you commercial electronic messages regarding Rewards.
- 12.4 We use Google APIs in connection with your usage of the Mercury 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 the Mercury App. We need this data so that we can accurately record your participation in Challenges, and make sure we credit you the right number 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 the Mercury App that helps us work out what might have gone wrong. Log data is cleared periodically in the Mercury App.

## 13. MISCELLANEOUS

- 13.1 We make no representation about your potential tax liability as a result of your participation in earning Rewards. You're 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'll participate in any physical activity responsibly and within your limits, and that you're aware of any risks that are posed to you and have considered whether you can engage 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 and My Account via the Mercury website. 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 Mercury 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, please **contact us**.