



Terms and conditions of your Frequent Fitter Club membership

Please read the following important terms and conditions for the Frequent Fitter Club carefully as they affect your rights as a Member. They form a part of your membership agreement with us.

Terms used:

In these terms and conditions:

Added is a status given to a New Connection, which means you have loaded it into the system, and it has not yet been Confirmed, Declined, Expired or Rewarded by us.

Club means our Frequent Fitter Club.

Company means a company registered under the Companies Act 1993 that provides gas fitter services.

Company Membership means a Club membership held in the name of a Company.

Confirmed means a New Connection or Switch Connection where we are confirmed as the supplier.

Customer means a customer of ours who is being supplied either natural gas or LPG by us.

Declined is a status given to a New Connection or Switch Connection and means that it has been rejected by us for one of the following reasons:

- (a) it is not registered by a Customer
- (b) we are unable to locate a record of the gas certificate you have submitted on the Plumbers Board website www.pgdb.co.nz.
- (c) the connection involves a relocation, upgrade or re-installation.

You will not be awarded Points for any New Connection or Switch Connection showing as Declined.

Expired means a New Connection which shows as an Expired status due to it being registered by you in www.frequentfitter.co.nz more than 90 days after completion of the job.

Individual Membership means a Club membership held in the name of an individual gas fitter.

Member means a Member of the Club.

New Connection means a new LPG cylinder or reticulated connection or a new natural gas permanent connection (but does not include a connection that is a relocation, upgrade or re-installation).

Points mean Points awarded by us to a Member for making a New Connection or Switch Connection pursuant to these terms and conditions.

Registered means that you have correctly entered all the applicable New Connection or Switch Connection details required in www.frequentfitter.co.nz

Rewarded means a New Connection or Switch Connection that shows as a Rewarded status and that you have been awarded Points for and Rewarded in the form of a Prezy Card or direct credit by us for.

Switch Connection means a customer who has been supplied LPG or natural gas by another supplier for a period of time and transfers their LPG cylinder or reticulated connection or natural gas permanent connection to us.

Unawarded connection means a New Connection or Switch Connection showing as Confirmed but which has not yet been Rewarded to you.

We, us or our refer to Contact Energy Limited and its subsidiary Rockgas Limited.

You or your refer to you, a Member of the Club.

1 Earning Frequent Fitter Club Points

- 1.1 You can only earn Points if you are a Member of the Club.
- 1.2 You will be awarded 80 Points for each New Connection that is Confirmed as valid by us.
 - 1.2.1 You will be awarded 40 Points for each Switch Connection that is Confirmed as valid by us.
 - 1.2.2 You will be awarded 40 Points for each New Connection that is Confirmed as valid by us.
- 1.3.1 You can claim Points by registering your New Connection or Switch Connection online at www.frequentfitter.co.nz. All New Connection(s) and Switch Connection(s) must be registered online within 90 days of the New Connection or Switch Connection being made to be eligible for Points.
- 1.3.2 Any New Connection or Switch Connection registered on www.frequentfitter.co.nz outside of 90 days will show as Expired and you will not be Rewarded for the connection.
- 1.4.1 Your Points will only be Confirmed when we have validated the details you provided via the www.pgdb.co.nz and the name of the New Connection or Switch Connection entered on www.frequentfitter.co.nz shows as being a Customer of ours.
- 1.4.2 Nothing in these terms and conditions affects any of your obligations under the Gas Act 1992, the Hazardous Substances and New Organisms Act 1996 or your remaining obligations under the Gas (Safety & Measurement) Regulations 2010.
- 1.5 We will determine the number of Points awarded for each of your Confirmed New Connection(s) or Confirmed Switch Connection(s) at our discretion and can change these at any time.
- 1.6 At the end of each month if your membership account has reached a balance of 100 Points or more, we will issue you a reward in the form of a Prezy Card preloaded with credit for the dollar amount equal to your account balance on the last calendar date of the month or otherwise make payment in accordance with these terms ("the Payment"). A Prezy Card will be sent to you by courier within three weeks of the month ending. We will then deduct the relevant Points from your account and adjust your balance.
- 1.7 Terms and conditions apply to the use of Prezy Cards and these are available in full for your information on nzpost.co.nz/prezycard
- 1.8 Subject to clause 2.1, your Points balance will carry over to the next month if you have not reached a Points balance of 100.
- 1.9 Members with large volumes of New Connections and/or Switch Connections may be invited by us to receive Payment as a direct credit payment from us to a nominated bank account instead of via a Prezy Card.
- 1.10 Payment to members by direct credit is at our sole discretion and by invitation only. This option is not available to all Members. This option may be removed by Contact on 30 days written notification.
- 1.11 If you receive Payments from us in the form of a direct credit, you:
 - (a) will have the Payment deposited into your nominated bank account within two weeks of the month ending; and
 - (b) agree to advise us of any changes to your nominated bank account and ensure we have the correct details on file.

- 1.12 We will not reward any Points for any New Connection or Switch Connection made by you prior to the date that you became a Member.
- 1.13 We have the right to select another form of reward payment other than a Prezzy Card and direct credits at our discretion.
- 1.14 Each New Connection or Switch Connection is only eligible to earn Points once.
- 1.15 Any Points awarded or rewards earned under a Company Membership are allocated to the Company, not to individuals who work for the Company.
- 1.16 Points cannot be bought with cash or used for the payment of any other charges or fees
- 1.17 A buyer created tax invoice will be sent by us to you with any rewards issued to you; if you are GST registered and have provided us with your GST registration number.
- 1.18 You can view any buyer created tax invoices sent to you and download copies of these by logging into your membership account at www.frequentfitter.co.nz
- 1.19 You are responsible for declaring any rewards or cash prizes you receive from us as income for taxation purposes.
- 1.20 For the avoidance of doubt we are not responsible for any legal, accounting or other tax obligations incurred by you as part of this programme.
- 1.21 One Point will be Rewarded as, and is equal to, one New Zealand Dollar only.

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2 Frequent Fitter Club Points validity and expiry

- 2.1 Points are only valid up to a maximum of 12 months from the date they are awarded.
- 2.2 Any New Connection or Switch Connection registered more than 90 days after the job was completed, will show as Expired and you will not be awarded Points for these.
- 2.3 Your Points will be validated by us when you have registered the New Connection or Switch Connection information at www.frequentfitter.co.nz and the New Connection or Switch Connection has been initiated and facilitated by you, the Member.
- 2.4 We will conduct quarterly Expired connection audits and either Confirm or Decline those connections that show as having Expired in the previous quarterly period.

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3 Frequent Fitter Club Points activity

- 3.1 You can view your membership account information using our Club website, www.frequentfitter.co.nz at any time.

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Information on our website includes:

- (a) your current total Points balance;
- (b) any Added connections you may have;
- (c) any Confirmed connections you may have that have not yet been Rewarded;
- (d) any Expired connections you may have;
- (e) any Declined connections you may have;
- (f) any Rewarded connections you may have;
- (g) any Unawarded connections you may have ;
- (h) any Prezzy Card or direct credit reward payments you have received from us;
- (i) any other cash draw prizes, gift vouchers, customers account credits or non-reward payments you have received from us;
- (j) any bonus, goodwill or new Member referral rewards you have received from us;
- (k) any buyer created tax invoices sent to you by us.

- 3.2 Points activity
 - 3.2.1 Your Points will not show as Rewarded until after we have Confirmed your New Connection(s) or Switch Connection(s) and issued you a Prezzy Card for the connection(s) concerned.
 - 3.2.2 We may close an account that shows negative Points without any notice to you.
 - 3.2.3 If any Points do not show as Rewarded within 90 days from the date you registered your New Connection or Switch Connection online you can call us on 0800 401 234 to investigate why your Points have not been Rewarded. You must be able to supply any supporting documentation as reasonably requested by us.
 - 3.2.4 We will not enter into any correspondence with you in relation to Points Rewarded to your account beyond three months from the date of any New Connection or Switch Connection.

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4 Frequent Fitter Club prize draws

Monthly prize draw

- 4.1 Each month, Members will be given one automatic entry into the prize draw for each Confirmed New Connection or Confirmed Switch Connection during that month (for example, for Connections made in January and Confirmed in March, the entry will be in the March draw).
- 4.2 There are two prizes of \$500 to be won in each month's monthly draw ('the monthly prize'). Members cannot win any more than one monthly prize in the same draw.
- 4.3 The winners of the monthly prize will be granted automatic entry into our six monthly bonus prize draw.

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Six monthly bonus prize draws

- 4.4 There are two six monthly bonus prize draws ('Bonus Draw'). The bonus draws are for the period 1 July to 31 December, and 1 January to 30 June and will take place on or before 10 January and 10 July.
- 4.5 In each Bonus Draw, there is one prize of a \$1,000 to be won.
- 4.6 Monthly and six monthly prize draw ('the Prize Draws') winners will be notified by phone within five working days of the end of the relevant calendar month.
- 4.7 The prize will be paid by direct credit to a bank account specified by you within 10 working days of notification.

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Holiday prize

- 4.8 All Members who have submitted six Rewarded New Connections or Rewarded Switch Connections or more during the period 1 July 2011 to 30 June 2012 will be given one entry into our annual holiday prize draw for every Rewarded New Connection or Rewarded Switch Connection made during this period ;
- 4.9 The holiday prize winner will be drawn at random at Contact Energy's offices on 16 July 2012 and notified by phone by us no later than 20 July 2012. If the prize winner cannot be contacted within 10 working days of the draw, then the winner's claim will lapse, and another prize draw will take place on the same terms and conditions
- 4.10 The holiday prize is for two adults and must be taken on the dates Thursday 6 September to Sunday 9 September 2012.
- 4.11 The holiday prize includes:
 - (a) domestic New Zealand travel for two adults to and from Auckland, if required;
 - (b) return Works Deluxe flight packages for two adults on Air New Zealand from Auckland to Brisbane;
 - (c) three nights twin-share superior room accommodation including breakfasts, valet parking, daily local paper at Palazzo Versace; Hotel in Surfers Paradise, Queensland, Australia;
 - (d) transfers to and from Brisbane airport to the Palazzo Versace Hotel
 - (e) three days Avis Holden Commodore (or similar sized vehicle) car hire including excess reduction insurance;

- (f) NZD \$1,000 spending money in the form of a pre-loaded travel card;
 - (g) dinner and a show at Dracula's Cabaret for two adults;
 - (h) dinner and a show at the Australian Outback Spectacular for two adults;
 - (i) Cloud 9 sea plane scenic flight for two adults;
 - (j) Sea World luxury day cruise for two adults;
 - (k) Palazzo Versace Spa massage therapy session for two adults.
- 4.12 The holiday prize excludes:
- (a) travel insurance costs;
 - (b) room service and mini bar costs;
 - (c) additional hire car fuel costs;
 - (d) flight change or cancellation fees should the winner alter their flights;
 - (e) other incidental costs.
- 4.13 The holiday prize is not transferable, exchangeable or redeemable and no cash alternative is available.
- 4.14 The winner and their travelling companion agree to comply with any applicable terms and conditions that apply from suppliers involved in providing the holiday prize components such as those of Air New Zealand, Avis, Palazzo Versace and others.
- 4.15 All Connections must comply with Frequent Fitter Club terms and conditions to be eligible for entry in the prize draw.
- 4.16 The holiday prize draw is also open to members of the Contact Connectors Club loyalty programme.
- 4.17 The holiday prize itinerary is subject to availability and may be changed by us.

Other prize draws:

- 4.18 From time to time, we may run a number of other prize draws in addition to the monthly cash prize draws, six monthly bonus draws and holiday prize draw.
- 4.19 Details of any additional prize draws we may offer members will be displayed on www.frequentfitter.co.nz for our members' information along with any specific terms and conditions applicable.
- 4.20 Our decision on all prize draws is final and no correspondence will be entered into.
- 4.21 Contact reserves the right to alter the prize draws amounts, draw frequency, form of payment, number of winners or cease the prize draws at our discretion.
- 4.22 Employees of Contact Energy and Rockgas franchises are not eligible to enter the prize draws.
- 4.23 We reserve the right to re-use a prize should no Member qualify for entry into a specific prize draw.
- 4.24 You agree that Contact Energy may publish your name and image for publicity purposes should you win a prize of any form from us.

5 Frequent Fitter Club membership

- 5.1 You may only hold one Club membership, which may be either a Company Membership or an Individual Membership.
However, to become a Member, you must:
 - (i) be a licensed or certifying gas fitter in accordance with the requirements of the Plumbers, Gasfitters, Drainlayers Act 2006 (the Act) and;
 - (ii) hold a practicing licence as a licensed or certifying gas fitter pursuant to the Act.
- 5.2 You agree to notify us of a physical address to which Prezzy Cards and any other prizes that may be offered by us to you can be delivered by courier and must keep us updated with any changes to your contact or personal details.



6 New Member referral awards

- 6.1 We will award you with 50 Points when you successfully refer a new Individual Member to us and that new Member submits and we confirm their first New Connection or Switch Connection.
- 6.2 The new Member you refer must not have previously been a Member of the Club, they must note when they register to join that an existing Member referred them and enter your name at the time of joining.
- 6.3 You will only be awarded 50 Points after we have validated the referral, the new Member has been registered as a Member of the Club and the new Member has submitted their first New Connection or Switch Connection. The Points awarded to you will show under your Club membership account as "New Member referral award".
- 6.4 We will only award 50 Points for a new Member referral to one existing Member. The first existing Member to successfully refer a new Member will be awarded.
- 6.5 New Member referral awards do not apply to Company Membership.
- 6.6 New Member referral award Points may be revoked by us at our discretion.



7 Termination of Frequent Fitter Club membership

- 7.1 You can terminate your Club membership at any time by giving us written notice.
- 7.2 We reserve the right to terminate your Club membership without giving you a reason at any time.
- 7.3 Any Points balance accumulated by you will not be paid out at the time of your membership termination.



8 Frequent Fitter Club programme

- 8.1 We may change these terms and conditions at any time without giving you written notice. You can view our terms and conditions at any time using our Club website, www.frequentfitter.co.nz.
- 8.2 We give no warranty for the continuation of the Club and reserve the right to terminate it by giving at least 60 days notice to Members. Any Points balance accumulated at this time will not be Rewarded.
- 8.3 Your Points or prizes can not be redeemed for cash, used to pay for training course fees, transferred or gifted to another Member.
- 8.4 All Points, rewards and prize cash amounts paid to you are GST inclusive.



9 Monitoring of Frequent Fitter Club Points and membership

- 9.1 We reserve the right to monitor your membership account and carry out audits on your account.
As a result of such audit, we may:
 - (a) debit Points from your account; and
 - (b) amend both incorrect pending and incorrect awarded Points;
 - (c) amend a New Connection(s) or Switch Connection(s) to show as Added, Confirmed, Declined, Expired, Rewarded or Unawarded.
- 9.2 If you commit fraud in relation to the Club or abuse your membership or breach any of these terms and conditions, we may terminate your membership, any existing Points will be forfeited and we may also seek to recover any of the monetary value of any reward payments, other prizes or non-reward payments you have received from us.

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10 Password and log-ins

- 10.1 We will issue you with a password and log-in to www.frequentfitter.co.nz which are unique to you.
- 10.2 You can contact us should you lose these details and we will advise you within two working days of the information you require.
- 10.3 Your log-in is set at the time you register as a new Member and cannot be changed by us going forward.
- 10.4 Your password must contain a minimum of six characters including two numbers, and be all in lower case.
- 10.5 You agree not to give details of your password and/or log-in to any other Member or a competitor of ours.
- 10.6 You can request that your password be reset by either emailing us at www.programmes@contactenergy.co.nz or calling us on 0800 401 234.

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11 Welcome packs, handy tools and customer materials

- 11.1 Each new Member will receive a comprehensive welcome pack from us by courier within five working days of membership being accepted by us.
- 11.2 Members can order a range of free support materials such as the gas booklet, checklist pad and customer sales brochures from us by contacting your dedicated Channel Development Manager or calling us on 0800 401 234 Monday to Friday during 8.30am to 5.00pm excluding public holidays.

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12 Collection of personal information

- 12.1 You acknowledge that your personal information including your email address is collected and stored by us and our contractors for the purposes of administering the Club, including sending out promotional material about the Club or about other parts of our business.
- 12.2 Under the Privacy Act 1993, you have the right to access the personal information we have recorded and have it corrected/updated by us as necessary.

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13 Member gas fitter registration

- 13.1 We will conduct annual audits to ensure Members hold a current licence or certifying gas fitter registration as defined under the Plumbers, Gasfitters and Drainlayers Act 2006.
- 13.2 If it is discovered by us as part of an audit that your registration as a licenced or certifying gas fitter has lapsed for any reason then we will either suspend, or terminate your Club membership at our discretion.
- 13.3 We will advise you in writing of your Club membership suspension and your Club membership will only be unsuspended by us on proof that you have renewed your licenced or certifying gas fitter registration.
- 13.4 You will be notified by us in writing in the event of your Club membership termination.

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14 Nature of our relationship:

- 14.1 We both acknowledge and agree that Members are independent contractors and not employees or agents of ours.
- 14.2 You will not purport to be, or indicate in any way that you are, a partner, agent or representative of ours.
- 14.3 You agree not to act in a manner that jeopardises, harms or brings into disrepute our brand or reputation.
- 14.4 You agree to use Contact's trade names, trade marks, copyrighted materials and logos only in accordance with our written prior approval and directions.
- 14.5 You agree not to give any undertaking, warranty, covenant, condition or representation, either orally or in writing, relating to Contact unless such a commitment is contained in and consistent with our procedures, brochures, or any other authorised document issued by us.