



## BLUE NRG – SBAA PROMOTION TERMS & CONDITIONS AS OF 1 JUNE 2023

1. **Acceptance.** By submitting your details for this offer via Blue NRG's website [www.bluenrg.com.au](http://www.bluenrg.com.au), you agree to accept to be bound by these Terms and Conditions.
2. **Acceptance:** By submitting your details for this promotion via Blue NRG's website, [www.bluenrg.com.au](http://www.bluenrg.com.au), you affirm your consent to be bound by these terms and conditions.
3. **Offer:** Eligible participants will receive a one-off credit in accordance with the offer specific to their region. The credit will be applied to their business electricity account pro-rata over the duration of four (4) months from the time the offer is accepted.
4. **Promotion Period:** The promotion is valid until 31/7/2023. The availability of this promotion is subject to its listing on [www.bluenrg.com.au](http://www.bluenrg.com.au). Blue NRG reserves the right to modify or terminate the promotion at any time without notice, at its sole discretion.
5. **Entry:** To participate in the promotion, follow the submission process as outlined on the promotion page in the Blue NRG website. You can only enter the promotion once, unless otherwise stated.
6. **Changes:** Blue NRG retains the right to amend the terms and conditions of the promotion at its sole discretion, at any time.
7. **Other Promotions.** From time to time we may run promotions on our website which are subject to both these Terms and any additional promotion-specific Terms which are incorporated into these Terms by reference. You should ensure that you read the specific conditions that apply to each promotion. By participating in this promotion, you agree and accept the Terms of the applicable promotion(s).
8. **Eligibility:** The Offer is only available to enrolled members, newsletter subscribers and other associated community members of the Small Business Association of Australia (SBAA) with supply addresses located in NSW, QLD, VIC or SA only. Blue NRG employees and their relatives are ineligible to participate in this promotion.
9. **Personal Information:** By entering this promotion, you authorise Blue NRG to use your provided personal information for promoting its business to you, contacting you with offers to sell electricity to you, and such other purposes in accordance with Blue NRG's privacy policy, accessible at <https://www.bluenrg.com.au/privacy-policy/>.
10. **Jurisdiction:** This promotion and any dispute arising out of or in connection with it, including any question regarding its existence, validity or termination, shall be governed by and construed in accordance with the laws of Victoria, Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia, in respect of any such dispute or matter arising out of or in connection with this promotion.
11. **Clawback:**
  - a. In the event that a participant who has accepted the Offer and received the one-off credit leaves Blue NRG for another electricity retailer within six (6) months from the date of accepting the Offer (**Early Termination**), Blue NRG shall be entitled to claim back the full value of any credit applied to the participant's account pursuant to the Offer.
  - b. In the case of Early Termination, the participant shall be liable to repay the full value of the credited amount to Blue NRG. Blue NRG reserves the right to invoice the participant for the credited amount, and the participant shall be obligated to pay the invoiced amount within the timeframe stipulated in the invoice.