

## Terms for this offer from Tonik Energy

### Offer details valid from January 3 2018

This is a summary of the key conditions to redeem rewards. It does not replace the full terms & conditions of Mention Me.

#### General

- This referral program is run on behalf of Tonik Energy Limited, company number 9812673. Tonik Energy's registered office is: 4th Floor, Lombard House, 145 Great Charles Street, Birmingham B3 3LP.
- The reward is a £20 Amazon.co.uk Gift Card issued to both the Referrer and the Referred Friend by email. The email address of both the Referrer and Referred Friend must be provided in order to qualify for the referral program. This referral program is only available online.
- Tonik Energy is not liable for reward links sent to an email address that has been provided incorrectly by either the Referrer or the Referred Friend. Tonik Energy reserves the right to ensure that a Referrer or Referred Friend meets all eligibility criteria before the rewards are issued.

#### Referrer Rewards

- The Referrer is rewarded with a £20 Amazon.co.uk Gift Card for each Referred Friend who completes their switch to Tonik Energy; the gift card is an electronic or e-gift card and will be issued in the form of a voucher code.
- In order for the referral to qualify for the reward the Referred Friend must be a new customer to Tonik Energy and meet the conditions of their reward as set out under the Referred Friends Rewards section below.
- In order to share this offer the Referrer must be an existing customer or in the switching process. Before receiving a reward the Referrer must have completed the switching process and be on supply.
- The Referred Friend must be a Tonik Energy customer, on supply and over the age of 18 before the voucher code link can be awarded.

- Rewards will be cumulative and so if multiple qualifying referrals are made to Tonik Energy, multiple rewards will be delivered to the Referrer, subject to a limit: A Referrer may not earn more than 5 within any 24-hour period or 25 within the last 12 months.
- The Referrer will be notified by email once when a Referred Friend has begun their switch and again when the Referred Friend has completed their switch and earned their reward. This second, confirmation email will contain the voucher code reward link for the Referrer.
- The reward may take up to 30 days to be issued from the day the Referred Friend begins their switch. The reward is valid for 6 months from the date that it is issued. A delay in the completion of the switch will result in a delay in the issue of the reward.
- Tonik Energy reserves the right to refuse the issue of any reward to any Referrer or Referred Friend at any time.
- Tonik Energy reserves the right to vary any and all elements of this offer at any time without notice.

### Referred Friend Rewards

- The Referred Friend is rewarded with a £20 Amazon.co.uk Gift Card when they complete their switch to Tonik Energy; the gift card is an electronic or e-gift card and will be issued in the form of a voucher code.
- The reward will be issued by email and may take up to 30 days to be issued from the day the Referred Friend begins their switch. The reward is valid for 6 months from the date that it is issued. A delay in the completion of the switch will result in a delay in the issue of the reward.
- In order to qualify for the reward the Referred Friend must be a new customer to Tonik Energy, on supply and over the age of 18.
- Rewards to both the Referrer and the Referred Friend will be revoked if a cancellation is requested on the switch for which the reward was offered.
- The Referred Friend reward cannot be claimed by the same person making the referral.
- In order to qualify for the reward the Referrer must be a Tonik Energy customer and on supply. If the Referrer is new to Tonik Energy and does not complete their switch neither party will qualify for the reward.



- If either party subsequently switches away from Tonik Energy after having received a reward, the voucher link will be cancelled.
- Customers who have switched away from Tonik Energy and subsequently switched back will not qualify for this referral program.

\*Amazon.co.uk is not a sponsor of this promotion. Amazon.co.uk Gift Cards ("GCs") may be redeemed on the Amazon.co.uk website towards the purchase of eligible products listed in our online catalogue and sold by Amazon.co.uk or any other seller selling through Amazon.co.uk. Purchases are deducted from the GC balance. To redeem or view a GC balance, visit "Your Account" on Amazon.co.uk. GCs cannot be reloaded, resold, transferred for value, redeemed for cash or applied to any other account. Amazon.co.uk is not responsible if a GC is lost, stolen, destroyed or used without permission. See [www.amazon.co.uk/gc-legal](http://www.amazon.co.uk/gc-legal) for complete terms and conditions. GCs are issued by Amazon EU S.à.r.l. All Amazon ®, ™ & © are IP of Amazon.com, Inc. or its affiliates.

Full terms and conditions valid from Monday, 1 July 2013, v.1.1 (English (UK))

## Mention Me Full Terms and Conditions

### 1. These Terms and Conditions

- 1.1 Mention Me ("we" or "Mention Me") offers customer or clients ("you" or "Users") of merchants ("the Merchant") the opportunity to refer friends to try the Merchant's goods and services ("Merchant's Services") ("Mention Me Referral Program" or "Program").
- 1.2 These terms apply to individuals who are accessing or using the Program both as a referrer and a friend referred to the Merchant's Services and the use of 'User' or 'you' shall be a reference to either or both as the context permits.
- 1.3 By participating in the Program, Users agree to use the Program in the manner specified in, and are bound by, these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety you are not authorised to register as a Referrer (defined below) or participate in the Program in any manner. Users may not participate in the Program where doing so would be prohibited by any applicable law or regulations.
- 1.4 We reserve the right to modify or amend at any time these Terms and Conditions. Any amendments or new terms and conditions will be available on our website and the terms and conditions on the website at the time you enter into an agreement with us or use the Program will be the ones that apply. You may terminate this Agreement if you do not wish to be bound by any such amendments but by continuing to use our website or the Program you will be deemed to have accepted the new terms.

## 2. The Program

- 2.1 To participate, a User may visit <http://www.mention-me.com> or click on a link on a Merchant's website that directs them to a referral offer. The User may then follow the on-screen instructions to refer friends, family members or colleagues ("User Friends") to the Merchant's Services ("Referral").
- 2.2 Users will be notified as to the method by which they may make a Referral and through which User Friends referred to the Merchant's Services can access relevant discounts or rewards. Such methods may include:
  - 2.2.1 Using the User's name on the Merchant's website;
  - 2.2.2 Sending a Tweet containing a unique referral link ("Personal Link");
  - 2.2.3 Sharing a Personal Link in a Facebook message;
  - 2.2.4 Posting the Personal Link on Facebook;
  - 2.2.5 Sharing a Personal Link via email.
- 2.3 The method by which Users may refer User Friends shall be at the absolute discretion of Mention Me.

## 3. Referrals and Rewards

- 3.1 A User must register to make a referral.
- 3.2 Users will receive a reward for each User Friend that accesses the Merchant's Services as a result of a Referral ("Reward") subject always to these terms and conditions.
- 3.3 Users will be provided with a unique and personal Mention Me "Sharing Dashboard" page or account to view their Referrals and any Rewards to which they are entitled.
- 3.4 For a User to qualify for a Reward the referred User Friend must:
  - 3.4.1 Not be a current customer and has never been a customer of the Merchant under any email address or alias;
  - 3.4.2 Have purchased goods or services from the Merchant having accessed the Program through the relevant Referral method (be it by way of Personal Link or by the User Friend entering the name of the User when directed to on the Merchant's website);
  - 3.4.3 Comply with any other criteria notified to the User and User Friend by Mention Me or the Merchant (which may include a minimum age requirement).
- 3.5 A User will not be entitled to more than one Reward in respect of each individual User Friend referred to the Program and that meets the relevant requirements as set out in clause [3.4] above.

- 3.6 Subsequent purchases of the Merchant's goods and services made by a referred User Friend in addition to and outside the original purchase made through the Program will not entitle the User to any further Reward.
- 3.7 The particular Reward to which a User is entitled will be that Reward advertised on the Merchant's website at the time the User registers for the Program in respect of that Merchant. Please note that Rewards in respect of the same Merchant may change from time to time and different Users may be entitled to different Rewards.
- 3.8 Rewards may be a discount on a future purchase, a voucher, a cash rebate or such other benefit as the Merchant may determine. The Merchant shall be responsible for ensuring that the Reward is honoured and Mention Me shall have no liability to a User in respect of redeeming or obtaining the benefit of a Reward (see clause 4.4 below).
- 3.9 Every Reward advertised on the Mention Me website or through a Merchant's website will be subject to these Terms. In addition, the Reward will be subject to any specific or bespoke terms notified to you at the time you register for the Program.
- 3.10 A limit may be placed on the total number of Rewards or number of Rewards over a given time period to which a User is entitled in respect of a Program. The User will be notified of such limits or restrictions at the time they register for the Program. For the avoidance of doubt, any User Friends referred to the Program who purchase the Merchant's goods and services and otherwise meet the relevant requirements may in such circumstances not result in a User receiving a Reward.
- 3.11 A referred User Friend who meets the relevant requirements and results in the User being entitled to a Reward may themselves be entitled to a reward ("Friend Reward"). The Friend Reward will be such reward advertised on the Merchant's website at the time the User registers for the Program in respect of that Merchant. A User Friend will not receive more than one Friend Reward in respect of the same Merchant.
- 3.12 If the User Friend's purchase of the Merchant's goods and services is subsequently cancelled, this will result in the Friend Reward and the Reward being also cancelled.
- 3.13 User Friends may be subject to verification and Mention Me may delay issuing a Reward (or a Friend Reward) for the purposes of investigation. Mention Me may also refuse to verify and process any transaction Mention Me deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms and Conditions, or believes

will impose potential liability on Mention Me, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents.

3.14 Any decision by Mention Me in respect of whether or not a referred User Friend has been successfully verified and a User is entitled to a Reward shall be final and binding.

3.15 Rewards are not transferable and may not be auctioned, traded, bartered or sold. Upon termination of the Program or any portion thereof for any reason, or upon cancellation of a User's Mention Me account for any reason, any unredeemed Rewards accumulated by the User are forfeited.

#### 4. Merchants

4.1 Rewards and Friend Rewards may be redeemed with the relevant Merchant in accordance with the terms and conditions of that Merchant ("Merchant Terms") and any other terms specific to the Reward and Friend Rewards about which you will be notified.

4.2 We are not responsible in any way whatsoever for providing you with the Merchant's Services, whether in accordance with a Reward, Friend Reward or otherwise.

4.3 The terms on which a Reward or Friend Reward may be redeemed will always incorporate the relevant Merchant Terms. We recommend that before you purchase Merchant's Services or refer friends to a Merchant you read the Merchant Terms which will be available on the Merchant's own website or by calling or emailing the Merchant. If you have any queries about the Merchant Terms you should direct them to the Merchant rather than us.

4.4 Unless stated otherwise in these Terms, once we have provided you with the means of redeeming the Reward, we have no further obligation to you in relation to the Reward and all responsibility lies with the Merchant.

4.5 We accept no responsibility and will have no liability to you if the Merchant's Services do not meet your requirements or you find them unsatisfactory in some way and your right of action or claim will be against the Merchant.

## 5. Your further obligations

- 5.1 You must:
  - 5.1.1 Observe and act in accordance with these terms and the relevant Merchant Terms;
  - 5.1.2 Not redeem the Reward or deal with the Merchant in any way which could be deemed to be harmful to the business or reputation of Mention Me or do anything which might adversely affect our relationship with a Merchant.
  - 5.1.3 Not attempt to market, reproduce, sell or re-sell the Reward to any third party whatsoever;
  - 5.1.4 Provide us with accurate information and ensure that all details that we hold about you (including your email address) are up to date and valid;
  - 5.1.5 Use the website in accordance with these Terms and not in any way which may affect the reputation of Mention Me or the use and enjoyment of the website or our Services by any other users or third parties;
  - 5.1.6 Inform us as soon as it is practicable if become aware that someone has tried to access your account without your permission or attempted to obtain Rewards using your personal details.
- 5.2 You warrant that:
  - 5.2.1 You have the power and authority to enter into this agreement; and
  - 5.2.2 You are at least 13 years of age.

## 6. Personal Links

- 6.1 If a User provides a Personal Link to a User Friend by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members. By submitting the email addresses, the Referrer represents that he/she has their prior consent.
- 6.2 Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in Mention Me's sole discretion is expressly prohibited and may be grounds for immediate termination of the Referrer's account and deactivation of the Personal Link.
- 6.3 We have a no tolerance spam policy.  
Mention Me has no obligation to monitor the content provided by Users; however, Mention Me may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program.

- 6.4 Each User is the actual sender of the emails and must comply with applicable law. A User who does not comply with the law, including anti-spam laws, shall indemnify Mention Me against any liabilities, costs and expenses it incurs as a result of such spam.

## 7. Termination and suspension

- 7.1 We may suspend your account at any time should you be in breach of these terms and conditions.
- 7.2 If we suspend your account or access to the website for any reason we may refuse to provide you with any services or the right to receive any Rewards. If you attempt to circumvent this clause by attempting to create a new account we reserve the right to terminate this Agreement and any existing Account you may have.
- 7.3 We may terminate this Agreement and your Account at any time if:
- 7.3.1 You are in breach of the terms of this Agreement;
  - 7.3.2 We suspect that you are about to commit a breach of this Agreement;
  - 7.3.3 You become or we suspect that you are about to become insolvent.
- 7.4 Upon termination you will no longer be able to use our services or access Rewards. If when we terminate this agreement you are still in possession of any Rewards which you have yet to redeem we reserve the right to suspend your ability to redeem such Rewards.
- 7.5 Subject to this clause 6, any termination of this agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after termination.

## 8. Your liability and indemnity

- 8.1 You agree to indemnify us for any claims or legal proceedings that may be brought against us and for any loss or damage we may suffer or incur as a result of :
- 8.1.1 your breach of the terms of this Agreement; or
  - 8.1.2 your breach of the terms of a Reward or a Merchant's terms and conditions; or
  - 8.1.3 your actions in relation to Mention Me's services or the website.

## 9. Our liability

- 9.1 We will not be liable to you for any business, financial or economic loss or for any consequential or indirect loss such as loss to reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of any services we provide to you under, or in any other way connected with, this Agreement (whether suffered or incurred as a result of our negligence or otherwise) except in the case of fraud, wilful concealment or theft.
- 9.2 For the avoidance of doubt, the liability excluded under clause 8.1 includes any loss arising from your dealings with any Merchant or arising from the Merchant Services and we shall have no liability to you whatsoever for any act or omission of the Merchant in connection with the Merchant Services.
- 9.3 Our liability to you for all losses under this Agreement (subject to any liability in accordance with clause 8.5 below) is limited to the greater of (i) the equivalent monetary value of Rewards received by you under this Agreement and (ii) £40.
- 9.4 No claim may be brought against us in relation to this Agreement more than 12 months following the date on which you last received a Reward.
- 9.5 Nothing in this agreement limits or excludes our liability for death or personal injury arising as a result of our negligence or for fraud or fraudulent misrepresentation.
- 9.6 You agree that the above exclusions of liability are reasonable in all the circumstances, especially in light of the fact that our services only extend to facilitating you receiving Rewards and responsibility for redeeming Rewards and Merchant Services lies solely with the Merchant.

## 10. Intellectual property

- 10.1 The content of the website is protected by copyright, trade marks, database right and other intellectual property rights ("IP Rights") and all such IP Rights are owned by Limited or are properly licensed to us by our licensors. The IP Rights in the website shall remain the property of us or our licensors.
- 10.2 You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary

notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without our written permission.

- 10.3 You agree that any comments, communications, ideas or other materials or information ("Customer Suggestions") that you may provide to us through or in relation to the Services and the Website is provided on a non-confidential basis. Furthermore, you agree that any Customer Suggestions you provide will be deemed to be our property once supplied to us and you assign all and any intellectual property rights that may exist in the Customer Suggestions to us. We will be under no restriction in relation to the Customer Suggestions and may use it as we see fit.

## 11. General

- 11.1 Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.
- 11.2 By entering into this Agreement you also agree to our Privacy Policy which is available on our Website.
- 11.3 Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery, registered post or email to the address of the relevant party shown on at the start of this Agreement or such other physical or electronic address as may be notified by one party to the other.
- 11.4 No term of the Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 11.5 We will be entitled to assign or sub-contract our obligations under this Agreement.
- 11.6 Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible.
- 11.7 Each party acknowledges that the Agreement, including the Privacy Policy contain the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. In particular it is agreed that any terms and conditions or other contractual documentation maintained by you or your affiliates or which you purport to apply to the subject matter of the Agreement will not apply.

- 11.8 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 11.9 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.
- 11.10 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.