
ScottishPower Referral Terms & Conditions



Referral Terms & Conditions

1. The "**Promoter**" is ScottishPower Energy Retail Limited ("**ScottishPower**"), which has its registered office at 320 St. Vincent Street, Glasgow, Scotland, G2 5AD.
2. The "**Promotion**" is an account credit (exclusive of VAT) for the new Referred Individual, based on the Referred Individual completing an energy switch to ScottishPower from another provider(s) (a "**Reward**").
3. The Reward amount credited will match the value offered at point of sale when the Referred Individual signs up to ScottishPower. The value of this Reward is subject to change. The Reward value advertised is based on a dual fuel switch (i.e. where both gas and electricity supplies are switched to ScottishPower). Where only a solus fuel switch is completed (i.e. a switch of either gas or electricity), half of the Reward value will be credited.
4. The promotion will be valid until such time as it is withdrawn by the Promoter ("**Promotion Period**").
5. A Reward will only be due where: (i) the individual that is referred by the Referrer ("**Referred Individual**") is not an existing gas and/or electricity ScottishPower customer e.g. receives gas and/or electricity from a ScottishPower competitor; (ii) the Referred Individual uses the Referrer's unique link and signs up directly through the ScottishPower website (i.e. *excluding any applications made via telesales or price comparison channels*) ("**Application**")
6. The Reward will be paid after the tracking and validation period has completed, meaning that the Referred Individual must successfully complete their switch to ScottishPower and come on supply. The switch must not be cancelled otherwise the Referred Individual will become ineligible for the Promotion. To be eligible for the Reward, the Referred Individual must be on supply with ScottishPower for at least 28 days before payment is made. Where a dual fuel switch is in progress, the Reward will only be paid once both the Referred Individual's Gas and Electricity supplies have been on supply with ScottishPower for at least 28 days. Checks will be made to ensure the Referred Individual remains in contract with ScottishPower prior to the Reward being paid. In some cases, the tracking and validation period may take up to 3 months.
7. The Promotion is not applicable where either the Referred Individual is on or chooses to be supplied in relation to ScottishPower business customer sales or a ScottishPower Energy Service. The term "**Energy Service**" means a product or service sold by the Promoter other than Gas & Electricity. An Energy Service product includes but is not limited to; Boiler Care, Boiler Insurance, Smart Thermostat, Plumbing Drains and Electrics Cover and Electric Vehicle Chargers.
8. Subsequent purchases of ScottishPower's services made by a Referred Individual in addition to a dual or solus fuel switch will not entitle the Referred Individual to a further Reward.
9. The Referred Individual may only ever receive a maximum of one Reward for the purpose of being referred within a 12 month period. The Referred Individual will however become eligible as a Referrer for ScottishPower and able to receive Rewards for this as soon as their supply of gas and/or electricity has successfully transferred to ScottishPower and they are a ScottishPower customer.
10. The Referred Individual must be aged 18 years or over and must be a legal resident of Great Britain (excluding Northern Ireland).

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- 11.** Only one Reward is available per household for any Referred Individuals under this Promotion within a 12 month period. If the same Referred Individual is referred by more than one Referrer, only one Reward shall be available.
- 12.** There is no cost for completing the details on the ScottishPower Refer a Friend webpage.
- 13.** Rewards are not transferable and may not be exchanged for cash, auctioned, traded, bartered or sold.
- 14.** Where a Reward is due, the Referred Individual will be informed when they receive their next bill, which shall show the applicable credit (exclusive of VAT).
- 15.** ScottishPower reserves the right to: (a) verify the qualification of the Referred Individual for the Promotion; and (b) to reject any Application that appears to be incorrect or fraudulent
- 16.** Any Applications found to be transacting fraudulently with the Promoter will not be eligible for a Reward and may also have their details passed to Police Authorities for further investigation.
- 17.** ScottishPower accepts no responsibility for any inaccurate information provided by the Referred Individual, which results in any Reward not being delivered. In particular, ScottishPower will not be responsible for an invalid email address or other problems relating to any delay to the delivery of or non-receipt of emails, including the effect of spam filters.
- 18.** This promotion may be withdrawn or suspended at any time for new applications where it is reasonable for the Promoter to do so. The Promoter also reserves the right to amend these terms and conditions for new applications at any time without prior notice where it is reasonable for the Promoter to do so.
- 19.** Both the Referrer and the Referred Individual must accept these terms and conditions to participate in the Promotion.
- 20.** Both the Referrer and Referred Individual will: (a) observe and act in accordance with these terms and conditions; (b) not redeem the Reward or do anything which might adversely affect ScottishPower's reputation or business; and (c) provide ScottishPower with accurate information and ensure that all details that ScottishPower holds about a Referrer or Referred Individual are up to date.
- 21.** If a Referrer provides a unique link to a Referred Individual by an electronic message, the message must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members.
- 22.** Inappropriate promotion or mass distribution of a unique link in a manner that would constitute or appear to constitute unsolicited electronic messaging or "spam" is expressly prohibited and may be grounds for immediate termination of the Referrer's account and deactivation of the unique link. The Referrer should be considerate when sharing a unique link, in accordance with social media etiquette.
- 23.** ScottishPower reserves the right to suspend a Referrer's unique link at any time should ScottishPower determine that the Referrer is acting in breach of these terms and conditions.
- 24.** If a Referrer or Referred Individual attempt to circumvent any of the terms or conditions by attempting to create a new ScottishPower account, ScottishPower reserves the right to terminate any existing accounts. Upon such termination, a Referrer will no longer be able to use the unique referral link or access any Rewards. If, at that stage, either a Referrer or Referred Individual is still in credit of any Rewards which have yet to be redeemed,

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ScottishPower reserves the right to suspend either the Referrer or the Referred Individual's ability to redeem such Rewards and to debit the account by the value of the Reward.

- 25.** Both the Referrer and Referred Individual agree to indemnify ScottishPower for any claims or legal proceedings that may be brought against ScottishPower and for any loss or damage ScottishPower may suffer or incur as a result of either a Referrer or Referred Individual's breach of these terms or conditions, in particular against any liabilities, costs and expenses it incurs as a result of any unlawful messaging.
- 26.** ScottishPower's liability for all losses under these terms and conditions is limited to the greater of: (i) the equivalent monetary value of Rewards received by the Referred Individual; or (ii) £100.
- 27.** ScottishPower will not be liable for any loss of profit, loss of opportunity or loss of anticipated savings or for any consequential, special or indirect loss.
- 28.** ScottishPower does not exclude or limit in any way its liability where it would be unlawful to do so, including for death or personal injury arising as a result of our negligence or for fraud or fraudulent misrepresentation.
- 29.** The Referrer and Referred Individual agree that the above liability provisions are reasonable in all the circumstances, especially in light of the fact that the T&Cs only extend to facilitating receipt of the Rewards.
- 30.** ScottishPower shall be relieved of its obligations in the event of circumstances outside its control (e.g. prohibitive regulation).
- 31.** Each party acknowledges and agrees that these terms contain the whole agreement between the parties and that there has been no reliance upon any oral or written representations made.
- 32.** If the Referrer or the Referred Individual's serviced property is in Scotland, these terms shall be governed by Scots law and shall be subject to the exclusive jurisdiction of the courts of Scotland. If the Referrer or the Referred Individual's serviced property is in England or Wales, these terms shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.