Referral Terms & Conditions

These terms and conditions govern this promotion (the "**Terms and Conditions**"). Claim instructions form part of these Terms and Conditions which you are deemed to have accepted if you participate.

1. Promoter

We, ScottishPower Energy Retail Limited (Company number SC190287), with our registered office at 320 St. Vincent Street, Glasgow, Scotland, G2 5AD are the promoter ("**ScottishPower**").

2. Promotion

2.1 The ScottishPower Referral Promotion (the "**Promotion**") is available to individuals who become a new customer for domestic gas and/or electricity supply, including gas and electricity and boiler insurance linked products, (the "**Referred Individual(s)**", "**you**") through a referral by either a friend or a family member (the "**Referrer(s)**").

2.2 The Promotion will be valid until such time as it is withdrawn by ScottishPower (the "**Promotion Period**").

3. Eligibility

3.1 Where a Referrer introduces their friends and family, the Referrer must already be a customer of ScottishPower.

3.2 The Referred Individual must be aged 18 years or over and must be a legal resident of Great Britain (excluding Northern Ireland).

3.3 Only one Reward (as defined at Paragraph 4.1) is available per household for any Referred Individuals under this Promotion. If the same Referred Individual is referred by more than one Referrer (regardless of the means of referral), only one Reward shall be payable.

3.4 For the avoidance of doubt, there is no limit to the number of referrals permitted where a Referrer introduces friends and family.

3.5 The Promotion is not available where a Referred Individual is on or chooses to be supplied in relation to ScottishPower business customer sales or a ScottishPower home services or smart living product or plan as listed on ScottishPower's website (www.scottishpower.co.uk).

4. Reward

4.1 The amount payable to a Referrer (where applicable) and the Referred Individual will be an account credit which will be payable (subject to eligibility) once the Referred Individual has completed a switch of their gas and/or electricity supply to ScottishPower (the "**Reward**").

4.2 The Reward amount credited will match the value offered at the point of sale when the Referred Individual signs up to ScottishPower.

4.3 The value of the Reward is subject to change. The Reward value as advertised on ScottishPower's website (www.scottishpower.co.uk) 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.

4.4 A Reward will only be payable where:

(i) the Referred Individual is not already an existing gas and/or electricity ScottishPower customer e.g. receives gas and/or electricity from a ScottishPower competitor; and

(ii) the Referred Individual uses the Referrer's unique link and signs up directly by clicking on such link (i.e. excluding any applications made by any other means)

(the "**Application**").

4.5 The Reward will be paid after a tracking and validation period, which may last up to 3 months, 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 not be eligible for the Promotion.

4.6 To be eligible for any Reward, the Referred Individual must be on supply with ScottishPower for at least 28 days before payment is made.

4.7 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.

4.8 Checks will be made by ScottishPower to ensure the Referred Individual remains in contract with ScottishPower prior to the Reward being paid.

4.9 As a Referred Individual signing-up to ScottishPower via this Promotion, you agree that the Referrer may be kept informed of the status of your switch to ScottishPower for the purposes of tracking Reward eligibility and Reward payment status.

4.10 Subsequent purchases of ScottishPower's home services, smart living products or plans made by a Referred Individual in addition to a dual or solus fuel switch will not entitle the Referred Individual to a further Reward. If a Referred Individual qualifies for more than one type of incentive under more than one promotion, ScottishPower reserves the right to give the Referred Individual no more than one incentive. This will be the highest value incentive of those for which the Referred Individual qualifies.

4.11 Once the Referred Individual has successfully transferred their gas and/or electricity supply to ScottishPower and receives their Reward, they will become eligible as a Referrer. Where they share their own link with friends and family, and those individuals use the link to become ScottishPower customers, the new Referrer will be eligible for further Rewards.

5. General

5.1 In relation to "Refer a Friend" communications only: if a Referrer provides a unique link to a Referred Individual (that person being a friend or family member of the Referrer) by an electronic message, the message must be created and distributed in a manner that is appropriate and customary for communications with friends, colleagues and family members. By submitting such a message, the Referrer represents that they have the prior consent of the Referred Individual. Each Referrer will comply with applicable law in relation to the message it sends to each Referred Individual.

5.2 There is no cost for completing the details on the ScottishPower Referral Promotion webpage.

5.3 Rewards are not transferable and may not be exchanged for cash, auctioned, traded, bartered or sold.

5.4 Where a Reward is due, the Referrer (where applicable) and the Referred Individual will be informed when they receive their next bill, which shall show the applicable credit.

5.5 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.

5.6 Any individual found to be transacting fraudulently with ScottishPower will not be eligible for a Reward and the Referrer and Referred Individual(s) involved may also have their details passed to Police Authorities for further investigation.

5.7 ScottishPower accepts no responsibility for any inaccurate information provided by the Referred Individual, which results in any Reward not being delivered. 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.

5.8 This Promotion may be withdrawn or suspended at any time where it is reasonable for ScottishPower to do so. ScottishPower reserves the right to amend these Terms and Conditions for new Promotions at any time without prior notice.

5.9 The Referrer and Referred Individual must accept these Terms and Conditions to participate in the Promotion and must: (a) observe and act in accordance with these Terms and Conditions; (b) not 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 them are up to date.

5.10 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.

5.11 ScottishPower shall be relieved of its obligations under these Terms and Conditions in the event of circumstances outside its control (e.g. prohibitive regulation) and the Referrer will have no right of action against ScottishPower in such circumstances.

6. Termination

6.1 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 or any applicable law.

6.2 If a Referrer or Referred Individual attempts 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.

6.3 Upon such termination, a Referrer will no longer be able to use the unique referral link or access any Rewards. If, on termination, either a Referrer or Referred Individual is still in credit of any Rewards which have yet to be redeemed, ScottishPower reserves the right to suspend either the Referrer or the Referred Individual's ability to redeem such Rewards and to debit their account by the value of the Reward.

7. Limitation of Liability

7.1 The Referrer and the Referred Individual each 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 the Referrer or the Referred Individual's breach of these Terms or Conditions.

7.2 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 Referrer (where applicable) or Referred Individual; or

(ii) £100, however ScottishPower's maximum aggregate liability to any Referrer or Referred Individual under the terms and conditions shall not exceed £50,000.

7.3 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.

7.4 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 its negligence or for fraud or fraudulent misrepresentation.

7.5 The Referrer and the Referred Individual each agree that the above liability provisions are reasonable. For the avoidance of doubt, these Terms and Conditions only extend to facilitating receipt of the Rewards.

8. Entire Agreement

Each party acknowledges and agrees that these Terms and Conditions contain the whole agreement between the parties and that there has been no reliance upon any oral or written representations made.

9. Governing Law

8.1 This Promotion and these Terms and Conditions shall be governed:

a. by Scots law and shall be subject to the exclusive jurisdiction of the courts of Scotland if the Referrer or Referred Individual is resident in, or their serviced property is located in, Scotland, or
b. by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales, if the Referrer or Referred Individual is resident in, or their serviced property is located in, England or Wales.