

RED ENERGY & ESSENDON FOOTBALL CLUB BONUS OFFER TERMS AND CONDITIONS

AS AT 09 OCT 09

1. DEFINITIONS

In these Terms and Conditions:

- (1) “**Agreement**” means a 2 year fixed term contract with Red Energy for the supply of electricity or electricity and gas for personal, domestic or household use;
- (2) “**Business Day**” means a day that is not a Saturday, Sunday or any other day that is a public holiday or bank holiday in the place where an act is to be performed or a payment is to be made;
- (3) “**Commencement Date**” means 01 October 2009;
- (4) “**Cooling-Off Period**” means 10 Business Days from and including the date the Eligible Customer receives a copy of the Agreement in writing from Red Energy;
- (5) “**Early Termination Fee**” means \$130 during the first year of the contract & \$65 in the second year of the contract with Red Energy.
- (6) “**Eligible Customer**” is as defined in **clause 2(2)**;
- (7) “**Expiry Date**” means 30 September 2010;
- (8) “**Offer**” means the Essendon Football Club bonus offer, as described in these Terms and Conditions;
- (9) “**Offer Period**” means the period from the Commencement Date up to and including the Expiry Date; and
- (10) “**Red Energy**” means Red Energy Pty Limited ABN 60 107 479 372 of 2 William Street, East Richmond, Victoria.

2. OFFER & ELIGIBILITY

- (1) On and subject to these Terms and Conditions, Red Energy makes the Offer for the Offer Period.
- (2) The Offer is only available to Victorian residents over 18 years of age who are not existing customers of Red Energy and are invited by Red Energy to take up the Offer (“**Eligible Customer**”).
- (3) This Offer is subject to Red Energy’s Standard Customer Terms and Conditions. To view Red Energy’s Standard Customer Terms and Conditions for Victorian customers [click here](#)

3. VOUCHER FOR ELIGIBLE CUSTOMERS

An Eligible Customer who, during the Offer Period:

- (1) enters into an Agreement with Red Energy; and
- (2) does not terminate that Agreement prior to the expiry of the relevant Cooling-Off Period,

will receive:

- (3) a voucher from Red Energy ("**Voucher**") for either, at the Eligible Customer's election, a:
 - (a) a free Samsung ES15 digital camera ("**Camera**"); or
 - (b) a free 2010 Essendon Football Club jumper either a:
 - (i) men's sleeveless playing guernsey
 - (ii) a kids sleeveless guernsey or
 - (iii) a women's sleeveless Guernsey,
 ("**Jumper**").
- (4) a 5% discount off each and every Red Energy electricity bill the Eligible Customer pays on time; and
- (5) a 3% discount off each and every Red Energy gas bill the Eligible Customer pays on time, where applicable.

4. **VOUCHERS**

- (1) Red Energy will post a Voucher to the Eligible Customer at the Eligible Customer's current billing address registered with Red Energy within a reasonable timeframe following the completion of the transfer of the Eligible Customer's electricity supply to Red Energy.
- (2) An Eligible Customer may redeem their Voucher for either the Camera or Jumper:
 - (a) in person at the Bomber Shop located on the corner of Napier and Brewster Streets, Essendon Victoria; or
 - (b) by arranging delivery of the Camera or Jumper, as the case may be, by completing the order details set out on the Voucher and returning the Voucher to the Bomber Shop at PO Box 17, Essendon Victoria 3040.
- (3) Vouchers are valid for redemption up to and including 30 October 2010.
- (4) Vouchers must be received and validated by the Bomber Shop by no later than 30 October 2010.
- (5) A Voucher will not be replaced if it is damaged, lost or stolen.
- (6) Each Eligible Customer is only entitled to one Voucher.
- (7) The Vouchers cannot be redeemed for cash either in whole or in part.
- (8) All costs associated with the redemption of the Voucher and the delivery or collection of the Camera or the Jumper, as the case may be, will be at the cost of the Eligible Customer.
- (9) The redemption of the Voucher and the supply of the Jumper or Camera, are subject to stock availability at the time of redemption. If the Camera is not available, Samsung Electronics Australia PTY Ltd reserves the right to substitute with a camera available in stock. The redemption of this voucher for a Jumper of a particular size may require ordering.

5. MISCELLANEOUS

- (1) If an Eligible Customer terminates their Agreement with Red Energy before the expiry of the fixed term period, the Eligible Customer must pay Red Energy the Early Termination Fee.
- (2) Notwithstanding any other provision in these Terms and Conditions,
 - (a) Red Energy reserves the right at any time to, in its sole and absolute discretion, to:
 - (i) cease to proceed with all or any part of this Offer for any reason; and
 - (ii) vary the terms or content of all or any part of this Offer including (without limitation) any time or date in this Offer and these Terms and Conditions; and
 - (b) to the fullest extent permitted by law, Red Energy will not be liable to any person for any cost, loss, damage, liability, expense or claim arising, whether directly or indirectly, in connection with the Offer including the Voucher.
- (3) The law applying in Victoria applies to the Offer and these Terms and Conditions.
- (4) If any of these Terms and Conditions are varied or amended in any way by Red Energy, Red Energy will promptly publish the variation or amendment on the Red Energy internet website at www.redenergy.com.au.