

## RED ENERGY & ESSENDON FOOTBALL CLUB MYSTERY PRIZE PROMOTION TERMS AND CONDITIONS

AS AT 01 OCTOBER 2009

### 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 purposes;
- (2) “**Closing Date**” means 8:30pm AEST on 30 September 2010;
- (3) “**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;
- (4) “**Eligible Participant**” is as defined in **clause 3(1)**;
- (5) “**EFC**” means the Essendon Football Club;
- (6) “**Essendon Football Club Deal**” means customers who transfer their electricity and/or gas supply to Red Energy and receive either a free Samsung ES15 camera or an Essendon Jumper once their transfer is complete.
- (7) “**Offer Period**” means 01 October 2009 up to and including the Closing Date;
- (8) “**Promoter**” means Red Energy Pty Limited ABN 60 107 479 372 of 2 William Street, East Richmond Victoria; and
- (9) “**Promotion**” means the Essendon Football Club mystery prize draw competition.

### 2. THE OFFER

- (1) On and subject to these Terms and Conditions, Red Energy offers the Promotion for the Offer Period.
- (2) The Promotion commences at 9am Australian Eastern Standard Time (“**AEST**”) on 01 October 2009 and entries will close on the Closing Date.
- (3) Entry in the Promotion by Eligible Participants is deemed acceptance of these Terms and Conditions.
- (4) The Promotion is a competition of chance and the winner of the Promotion will be selected randomly.

### 3. ELIGIBILITY

- (1) Participation in the Promotion is open to any and all customers of Red Energy who, as at the Closing Date:
  - (a) have an Agreement with Red Energy for the supply of electricity to their premises, which was entered into by the customer in connection with the Essendon Football Club Deal;

## Red Energy EFC Competition

(b) do not have their national electricity meter identifier registered with another energy retailer and are not in the process of having their energy account transferred to another energy retailer; and

(c) do not have any overdue payments owing to Red Energy,

(“**Eligible Participants**”).

(2) The Promotion is not open to:

(a) employees of the Promoter;

(b) employees of any related corporate entity of the Promoter; or

(c) employees of EFC.

#### 4. HOW TO ENTER THE PRIZE DRAW

Red Energy will automatically enter each and every Eligible Participant into the Promotion electronically using the Red Energy customer database software (“**Entry**”).

#### 5. PRIZE

(1) The Promoter is offering Eligible Participants the chance to win one mystery prize for the Promotion valued at \$5,000.00 recommended retail price (“**Prize**”).

(2) The Prize is not redeemable for cash and cannot be exchanged.

#### 6. PRIZE DRAW

(1) The Prize will be drawn by the Promoter at 3:00pm AEST on 30 October 2010 at the Promoter’s head office located at 2 William Street, East Richmond in Victoria, (“**Prize Draw**”).

(2) The Promoter will conduct the Prize Draw by randomly selecting one winner of the Promotion electronically, who will each receive the Prize (“**Winner**”).

(3) Following the Prize Draw, but by no later than 7<sup>th</sup> November the Promoter will notify the Winner that they have won the Prize by contacting the Winner by:

(a) telephone, on the telephone number registered with Red Energy on their energy account;

(b) post, at the postal address registered with Red Energy on their energy account; and

(c) publishing their name and suburb in The Age newspaper circulated in Victoria on [insert date].

(4) The Promoter’s decision of the Prize Draw is final and no correspondence will be entered into.

(5) Each Eligible Participant is only eligible to win one Prize each.

(6) If, despite all reasonable efforts, the Promoter is not able to contact the Winner by 14<sup>th</sup> November the Promoter may, in its sole and absolute discretion conduct the Prize Draw again in accordance with this **clause 6** to determine a substitute Winner.

**7. COLLECTION OF PRIZE**

- (1) Within a reasonable time following the Prize Draw, but by no later than 30<sup>th</sup> November the Promoter must send the Prize to the Winner by registered post in the form of a letter setting out the details of the Prize (“**Letter**”) and attaching any relevant information.
- (2) The winner may collect the Prize at the Promoter

**8. PERSONAL INFORMATION**

Each Eligible Participant that submits an Entry consents to the Promoter:

- (1) using their personal information submitted in connection with entering into an Agreement with Red Energy, for any purpose relating to and arising out of the Promotion; and
- (2) if they are a Winner:
  - (a) publishing their name and suburb in any newspaper and magazine; and
  - (b) taking a photograph to be placed on the Promoter’s website for an indefinite period of time.

**9. MISCELLANEOUS**

- (1) The Promoter reserves the right at any time to, in its sole and absolute discretion:
  - (a) invalidate any Entry Form that does not comply with these Terms and Conditions;
  - (b) cease to proceed with all or any part of the Promotion for any reason;
  - (c) vary the terms or content of all or any part of this Promotion including (without limitation) the Prize and its contents; and/or
  - (d) terminate the Promotion for any reason and at any time.
- (2) To the fullest extent permitted by law, the Promoter will not be liable to any person for any loss, cost, expense, claim or damage (including, but not limited to, consequential and indirect loss) arising in connection with the Promotion.
- (3) The law applying in Victoria applies to the Promotion and these Terms and Conditions.
- (4) If any of these Terms and Conditions is varied or amended in any way by the Promoter, the Promoter will promptly publish the variation or amendment on the Promoter’s internet website at [www.redenergy.com.au](http://www.redenergy.com.au).