



RED ENERGY & ESSENDON FOOTBALL CLUB BONUS OFFER TERMS AND CONDITIONS

AS AT 1 OCTOBER 2010

1. DEFINITIONS

In these Terms and Conditions:

- (1) “**Adidas Voucher**” has the meaning given to that term in **clause 3(2)(c)(iii)**;
- (2) “**Agreement**” means an agreement between a customer and Red Energy:
 - (a) for the supply of Energy to a Supply Address in Victoria; or
 - (b) for the supply of Energy to a Supply Address in New South Wales, (whichever is applicable);
- (3) “**Business Day**” means a day that is not a Saturday, Sunday or any other day that is a public holiday or bank holiday in Victoria or New South Wales;
- (4) “**Camera**” has the meaning given to that term in **clause 3(2)(c)(i)**;
- (5) “**Commencement Date**” means 01 October 2010;
- (6) “**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;
- (7) “**Customer**” means a residential customer of Red Energy who purchases Energy from Red Energy in respect of a Supply Address in Victoria or New South Wales ;
- (8) “**Early Termination Fee**” means in respect of Eligible Customers:
 - (a) who terminate their Fixed Term Agreement for the supply of electricity to their Supply Address in Victoria:
 - (i) within the first 12 months of the Fixed Term: \$130; or
 - (ii) within the second 12 months of the Fixed Term: \$65; and/or
 - (b) who terminate their Fixed Term Agreement for the supply of gas to their Supply Address in Victoria at any time within the Fixed Term: \$20; or

- (C) who terminate their Fixed Term Agreement for the supply of electricity to their Supply Address in New South Wales:
- (i) within the first 12 months of the Fixed Term: \$130; or
 - (ii) within the second 12 months of the Fixed Term: \$65;
- (9) “**EFC Track Top**” has the meaning given to that term in **clause 3(2)(c)(ii)**;
- (10) “**Eligible Customer**” has the meaning given to that term in **clause 3(1)**;
- (11) “**Energy**” means either electricity, or electricity and gas;
- (12) “**Energy Account**” means an account with Red Energy for the supply of Energy to a Customer;
- (13) “**Expiry Date**” means 30 September 2011;
- (14) “**Fixed Term**” means the fixed term period of an Agreement, as specified in the Agreement;
- (15) “**New Customers**” means a Victorian or New South Wales resident over 18 years of age who during the Offer Period, requests that Red Energy:
- (a) energises a new residential Supply Address in Victoria or New South Wales; or
 - (b) transfer the NMI for their Supply Address from their previous retailer to Red Energy,
- for the purposes of Red Energy supplying them with Energy at that Supply Address.
- (16) “**NMI**” means the national meter identifier which is the unique identifying mark that identifies a Customer’s Supply Address;
- (17) “**Offer**” means this Essendon Football Club bonus offer, as described in these Terms and Conditions;
- (18) “**Offer Period**” means the period from the Commencement Date up to and including the Expiry Date, unless the Offer is withdrawn earlier by Red Energy, in which case, it will be published by Red Energy on its website at www.redenergy.com.au;
- (19) “**POTD**” means the Red Energy Pay on Time Discount, as defined in the Red Energy’s Standard Terms and Conditions;

- (20) “**Primary Account Holder**” means a person who advised Red Energy during the process of becoming a customer of Red Energy, that they will be the person primarily responsible for their Energy Account;
- (21) “**Red Energy**” means Red Energy Pty Limited ABN 60 107 479 372 of 2 William Street, East Richmond, Victoria.
 - (a) “**Red Energy’s Standard Terms and Conditions**” means the Red Energy standard terms and conditions published on the Red Energy Website <http://www.redenergy.com.au/termsandconditions>
- (22) “**Supply Address**” means the address for which a Customer has agreed to purchase Energy from Red Energy under an Agreement; and
- (23) “**Voucher**” has the meaning given to that term in **clause 3(2)(c)**.

2. OFFER & ELIGIBILITY

- (1) Subject to these Terms and Conditions, Red Energy makes this Offer for the Offer Period.
- (2) This Offer is subject to Red Energy’s Standard Customer Terms and Conditions.

3. ELIGIBILITY

- (1) This Offer is available to New Customers who are invited by Red Energy to take up the Offer (“**Eligible Customer**”).
- (2) Subject to these Terms and Conditions, an Eligible Customer who, during the Offer Period:
 - (a) enters into an Agreement with Red Energy for a Fixed Term of not less than 2 years; and
 - (b) does not terminate that Agreement prior to the expiry of the Cooling-Off Period,

will receive:

- (c) a voucher from Red Energy (“**Voucher**”) for, at the Eligible Customer’s election, but subject to stock availability at the time:
 - (i) a free Samsung ES30 digital camera (“**Camera**”); or
 - (ii) a free unisex 2011 Essendon Football Club Track Top, which will be available for redemption from March 2011 (“**EFC Track Top**”); or
 - (iii) a free Adidas voucher valued at \$120 (“**Adidas Voucher**”);
- (3) a 5% POTD for every Red Energy electricity bill that is paid in full by the due date for payment; and
- (4) a 3% POTD for every Red Energy gas bill that is paid in full by the due date for payment. Gas is available only for Victorian customers.

4. ISSUING OF VOUCHERS

- (1) Red Energy will send, by regular post, the 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 NMI to Red Energy.
- (2) If Red Energy cannot offer the Vouchers due to events beyond its reasonable control, it will contact Eligible Customers promptly and offer a reasonably comparable substitute to the Vouchers or allow the Eligible Customer to terminate their Agreement with Red Energy without incurring the Early Termination Fee.
- (3) An Eligible Customer may redeem their Voucher for either, the Camera, the EFC Track Top or Adidas Voucher:
 - (a) in person at the Essendon Football Club, Reception area located on the corner of Napier and Brewster Streets, Essendon, Victoria; or
 - (b) by arranging delivery of the Camera, the EFC Track Top or Adidas Voucher, as the case may be, by completing the order details set out on the Voucher and returning the Voucher to the Essendon Football Club, Finance Department, PO Box 17, Essendon Victoria 3040.
- (4) Vouchers are valid for redemption up to and including 30 November 2011.
- (5) Vouchers must be received and validated by the Essendon Football Club by no later than 30 November 2011.



- (6) A Voucher will not be replaced if it is damaged, lost or stolen.
- (7) Each Eligible Customer is only entitled to one Voucher.
- (8) The Vouchers cannot be redeemed for cash either in whole or in part.
- (9) All costs associated with the redemption of the Voucher and the delivery or collection of the Camera, the EFC Track Top or Adidas Voucher, as the case may be, will be at the cost of the Eligible Customer.
- (10) The redemption of the Voucher and the supply of the Camera, EFC Track Top or Adidas Voucher, are subject to stock availability at the time of redemption:
 - (a) if the Camera is not available, Red Energy reserves the right to substitute the Camera with a camera available in stock; or
 - (b) if the EFC Track Top is not available in a particular size, then the EFC Track Top in that particular size will be ordered by the Bomber Shop.
- (11) An Adidas Voucher is valid for 12 months from the date of issue and can be redeemed in any of the Adidas retail outlets listed below, subject to any terms and conditions that apply to the Adidas Voucher.

ADIDAS RETAIL STORE	ADIDAS RETAIL STORE ADDRESS	
SPORT PERFORMANCE	283-297 Bourke St Mall, Melbourne VIC 3000	
	Shop 1043/4 Westfield SC Doncaster Rd, Doncaster VIC 3108	
	Sydney Arcade 189 Pitt St Mall, Sydney NSW 2000	
	QAB Shop G52, 90-112 Queen St Mall, Brisbane QLD 4000	
	ORIGINALS	Shop 3, 576 Chapel St, South Yarra VIC 3141
		Chadstone SC 1341 Dandenong Rd, Chadstone VIC 3148
		QVB Shop G52, 455 George St, Sydney NSW 2000
		3170 Surfers Paradise Blvd, Surfers Paradise QLD 4217
		Regent Arcade Shop 24, 101-109 Rundle Mall, Adelaide SA 5000
	FACTORY OUTLETS	377-379 Smith St, Collingwood VIC 3066
Shop 122, 250 Centre Dandenong Rd, Moorabbin Airport VIC 3194		
Shop TG17-19 Ground Floor, 20 Covention Centre Place, South Warf VIC 3006		
55-59 Parramatta Rd, Lidcombe NSW 2141		
Shop C88 HBT SC, Cnr Gold Coast Hwy & Oxley Drv, Biggera Waters QLD 4216		
HBT Shop A27, 840 Wellington St, West Perth WA 6005		

5. **EARLY TERMINATION FEES**

If an Eligible Customer terminates their Agreement with Red Energy after the expiry of the Cooling-Off Period but before the expiry of the Fixed Term, the Eligible Customer must pay Red Energy the Early Termination Fee within 12 Business Days of receipt of a tax invoice.

6. **MISCELLANEOUS**

- (1) Notwithstanding any other provision in these Terms and Conditions:
 - (a) subject to **clauses 4(2)** and **6(2)**, Red Energy may :



- (i) cease to proceed with all or any part of this Offer for any reason; and/or
- (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,

as a result of circumstances outside Red Energy's reasonable control;
and

- (b) 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, except if the cost, loss, damage, liability, expense or claim arises out of Red Energy's breach of contract, negligence or breach of term implied by consumer protection law.
- (2) Red Energy will not withdraw or vary the 5% POTD for the electricity and 3% POTD for the gas component during an Eligible Customer's Agreement.
 - (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.