

**RED ENERGY COMMUNITY SAVER OFFER**

**AS AT 21 AUGUST 2011**

**1. DEFINITIONS**

In these Terms and Conditions:

- (1) **“Agreement”** means an agreement between a customer and Red Energy for the supply of Energy to a Supply Address;
- (2) **“Business Days”** means a day that is not a Saturday, Sunday or any other day that is a public holiday or bank holiday Victoria;
- (3) **“Cooling-Off Period”** means in respect of an Eligible Customer, 10 Business Days from and including the date that the Eligible Customer entered into or the date on which the Eligible Customer receives a copy of their Agreement, whichever is the later;
- (4) **“Eligible Customer”** has the meaning given to that term in **clause 2(2)**;
- (5) **“Energy”** means electricity;
- (6) **“Fixed Term”** means the fixed term period of an Agreement, as specified in the Agreement;
- (7) **“Hepburn Wind Community Fund”** means the Hepburn Wind Community Fund, a community fund established by Hepburn Community Wind Park Co-Operative Ltd to provide financial support to community groups and organisations within the Hepburn and Moorabool Shires in Victoria that are working to build a vibrant and sustainable community.
- (8) **“New Customer”** means a Victoria Residential Customer, who during the Offer Period requests that Red Energy:
  - (a) energises a new residential Supply Address in Victoria; or
  - (b) transfer the NMI for their Supply Address from their previous energy retailer to Red Energy,for the purposes of Red Energy supplying them with electricity at that Supply Address;
- (9) **“NMI”** means the national electricity meter identifier which is the unique identifying mark that identifies a Residential Customer’s Supply Address;
- (10) **“Offer”** means this ‘Red Energy Community Saver’ offer, as described in these Terms and Conditions;
- (11) **“Offer Period”** means the period commencing on 21 August 2011 up to and including 31 December 2012, unless the Offer is withdrawn earlier by Red Energy, in which case it will be published by Red Energy on its website at [www.redenergy.com.au](http://www.redenergy.com.au);
- (12) **“Online Sign Up Form”** means Red Energy’s electronic sign up form at [www.redenergy.com.au/hepburnwind](http://www.redenergy.com.au/hepburnwind) whereby New Customers can request Red Energy to energise a new residential Supply Address in Victoria or transfer the NMI for their

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Supply Address from their previous energy retailer to Red Energy for the purposes of Red Energy supplying them with electricity at that Supply Address;

- (13) “**POTD**” means the Red Energy Pay on Time Discount, as defined in the Red Energy Standard Terms and Conditions;
- (14) “**Red Energy**” means Red Energy Pty Limited ABN 60 107 479 382 of 2 William Street, Richmond East, Victoria;
- (15) “**Red Energy Standard Terms and Conditions**” means the Red Energy Victoria Customer Charter published on the Red Energy website at [www.redenergy.com.au/termsandconditions](http://www.redenergy.com.au/termsandconditions);
- (16) “**Residential Customer**” means a customer of Red Energy who purchases Energy principally for personal, household or domestic purposes at a Supply Address;
- (17) “**Supply Address**” means the Victorian address for which a Residential Customer has agreed to purchase Energy from Red Energy under an Agreement; and
- (18) “**Terms and Conditions**” means these terms and conditions applicable to the Offer.

### 2. ELIGIBILITY

- (1) Subject to these Terms and Conditions, Red Energy makes the Offer for the Offer Period.
- (2) This Offer is available to all New Customers who during the Offer Period complete and submit the Online Sign Up Form or who call Red Energy on 131 806 and refer to the Community Saver promotion (“**Eligible Customer**”).
- (3) This Offer is subject to Red Energy’s Standard Customer Terms and Conditions.

### 3. OFFER

- (1) Subject to these Terms and Conditions, an Eligible Customer who, during the Offer Period:
  - (a) enters into an Agreement with Red Energy with a Fixed Term of not less than 2 years; and
  - (b) does not terminate that Agreement with Red Energy during the Cooling-Off Period,will receive in respect of that Agreement:
  - (c) a 10% POTD for every Red Energy electricity bill that is paid in full by the due date for payment;
  - (d) for every electricity bill that is paid in full by the due date, Red Energy will make a contribution to the Hepburn Wind Community Fund of an amount which will be not less than \$12.50.

### 4. MISCELLANEOUS

- (1) Notwithstanding any other provision in these Terms and Conditions:

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- (a) Red Energy may:
    - (i) cease to proceed with all or any part of an Offer for any reason and at any time; and/or
    - (ii) vary the terms or content of all or any part of an Offer including (without limitation) any time or date in the Offer and these Terms and Conditions,  
  
as a result of circumstances outside Red Energy's reasonable control;
  - (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 an Offer, 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) The law applying in Victoria applies to the Offer and these Terms and Conditions.
- (3) 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 website at [www.redenergy.com.au](http://www.redenergy.com.au).