



AS AT 3 NOVEMBER 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 in the place where an act is to be performed or a payment is to be made;
- (3) **"Cooling-Off Period"** means in respect of a Referred Customer:
 - (a) who is a Victorian Residential Customer, 10 Business Days from and including the date on which the Referred Customer receives a copy of their Agreement;
 - (b) who is a South Australian Residential Customer, 10 Business Days from and including the date on which the Referred Customer receives a copy of the disclosure statement; or
 - (c) who is a New South Wales Residential Customer, 10 clear days from and including the date that the Referred Customer entered into or the date on which the Referred Customer receives a copy of their Agreement, which ever is the later;
- (4) **"Coles Group"** means Coles Group Limited ABN 11 004 089 936 of 800 Toorak Road, Taronga, Victoria 3146;
- (5) **"Customer Number"** means the unique reference number for each Energy Account;
- (6) **"Early Termination Fee"** means in respect of Referred Customers:
 - (a) who are Victorian Residential Customers and who terminate their Fixed Term Agreement:
 - (i) for the supply of electricity to their Supply Address at any time within the two years of their Fixed Term: \$40; and/or
 - (ii) for the supply of gas to their Supply Address at any time within the two years of their Fixed Term: \$20; or
 - (b) who are New South Wales or South Australian Residential Customers and who terminate their Fixed Term Agreement for the supply of electricity to their Supply Address:
 - (i) within the first 12 months of their Fixed Term: \$95; or
 - (ii) within the last 12 months of their Fixed Term: \$45.



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- (7) **"Energy"** means, in respect of:
 - (a) Victorian Residential Customers, either electricity, or electricity and gas; or
 - (b) New South Wales and South Australian Residential Customers, electricity;
- (8) **"Energy Account"** means the account with Red Energy for the supply of Energy to a Residential Customer at a Supply Address;
- (9) **"Existing Customer"** means:
 - (a) a Residential Customer who, as at 13 December 2010;
 - (i) has an Agreement with Red Energy; and
 - (ii) is the primary accountholder on an Energy Account; and
 - (b) a Referred Customer who is deemed to be an Existing Customer under **clause 3(3)**;
- (10) **"Fixed Term"** means the fixed term period of an Agreement, as specified in the Agreement;
- (11) **"Gift Card"** means a single \$50.00 Coles Group & Myer gift card issued by Coles Group
- (12) **"NMI"** means the national electricity meter identifier which is the unique identifying mark that identifies a Residential Customer's Supply Address;
- (13) **"Offer"** means this \$50 Coles Group & Myer Gift Card "refer a friend" promotion;
- (14) **"Offer Period"** means the period commencing at 9.00am Melbourne time on 13 December 2010 and expiring at 8.30pm Melbourne time on 30 December 2012;
- (15) **"Red Energy"** means Red Energy Pty. Limited ABN 60 107 479 382 of 2 William Street, Richmond East, Victoria;
- (16) **"Red Energy Standard Terms and Conditions"** means the Red Energy standard Residential Customer terms and conditions published on the Red Energy website at <http://www.redenergy.com.au/page.html?termsandconditions>;
- (17) **"Referred Customer"** has the meaning given to that term in **clause 3(1)**;
- (18) **"Referred Person"** has the meaning given to that term in **clause 2(2)(b)**;
- (19) **"Residential Customer"** means a customer of Red Energy who purchases Energy principally for personal, household or domestic purposes at a Supply Address;
- (20) **"Supply Address"** means the address for which a Residential Customer has agreed to purchase Energy from Red Energy under an Agreement; and



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- (21) "Terms and Conditions" means these terms and conditions applicable to the Offer.

2. THE OFFER & ELIGIBILITY

- (1) Subject to these Terms and Conditions, Red Energy makes the Offer for the Offer Period.
- (2) This Offer is available to:
 - (a) Existing Customers; and
 - (b) any person referred to Red Energy by an Existing Customer such as a friend or relative, who is a Victorian, New South Wales or South Australian resident ("Referred Person").
- (3) For the avoidance of doubt, a Referred Person must not be an Existing Customer.
- (4) This Offer is subject to Red Energy's Standard Customer Terms and Conditions.

3. REFERRED CUSTOMERS

- (1) Subject to **clause 4(1)**, a Referred Person who, during the Offer Period:
 - (a) contacts Red Energy in respect of the Offer and quotes an Existing Customer's full name and Customer Number; and
 - (b) subsequently enters into an Agreement with Red Energy with a Fixed Term of not less than 2 years and who does not terminate that Agreement during the Cooling-Off Period,("Referred Customer"), will be entitled to receive a Gift Card from Red Energy.
- (2) Subject to **clause 4(2)**, if a Referred Person becomes a Referred Customer under **clause 3(1)** and satisfies the requirements under **clause 4(1)**, the Existing Customer whose name and Customer Number was quoted under **clause 3(1)(a)** will be entitled to receive a Gift Card from Red Energy.
- (3) A Referred Customer who satisfies the requirements in **clause 4(1)** will be deemed to be an Existing Customer for the purposes of these Terms and Conditions.
- (4) There is no limit to the number of people that an Existing Customer can refer to Red Energy and who subsequently become Referred Customers.
- (5) In accordance with privacy legislation, Red Energy will not provide any Existing Customer with any information relating to any Referred Person or Referred Customer, except for the fact that a Referred Person has become a Referred Customer and that the Existing Customer is therefore entitled to receive a Gift Card from Red Energy, in accordance with these Terms and Conditions.



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4. ISSUING OF GIFT CARDS

- (1) Red Energy will not provide a Gift Card to an Existing Customer or a Referred Customer:
 - (a) until the Referred Customer's transfer of their NMI from their previous energy retailer to Red Energy has been completed;
 - (b) if the Referred Customer terminates the Agreement within the Cooling-Off Period; or
 - (c) if the Existing Customer or Referred Customer, as the case may be, is in breach of these Terms and Conditions in any way.
- (2) Red Energy will not provide a Gift Card to an Existing Customer if that Existing Customer:
 - (a) has not paid any and all outstanding amounts on its Energy Account to Red Energy; or
 - (b) terminates their Agreement with Red Energy before the Referred Customer's transfer of their NMI from their previous energy retailer to Red Energy has been completed.
- (3) Once an Existing Customer or a Referred Customer becomes entitled to a Gift Card from Red Energy in accordance with these Terms and Conditions, Red Energy will send one Gift Card by registered post to that Existing Customer or the Referred Customer at its current billing address registered with Red Energy within a reasonable timeframe following the completion of the transfer of the Referred Customer's NMI to Red Energy.
- (4) If Red Energy cannot offer the Gift Card due to events beyond its reasonable control, it will contact an Existing Customer or a Referred Customer and offer a reasonably comparable substitute to the Gift Card or, in the case of Referred Customers only, to terminate their Agreement with Red Energy without incurring the Early Termination Fee.
- (5) A Gift Card will not be replaced by Red Energy if it is damaged, lost or stolen.



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5. USE OF GIFT CARDS

- (1) The use of Gift Cards by Existing Customers and Referred Customers is subject to conditions and exclusions issued by Coles Group. For Gift Card full Terms of Use visit www.giftcards.com.au or phone 1300 304 990.
- (2) The Gift Card is valid for 2 years from the date of issue. Existing Customers or Referred Customers can check the expiry date of their Gift Card in-store at the service desk, visiting www.giftcards.com.au or phoning 1300 304 990.
- (3) As at the date of these Terms and Conditions, the Gift Card is redeemable at Myer, Target, Baby Target, Target Country, Kmart, Kmart Tyre & Auto, Coles Supermarkets, Coles Central, Bi-Lo, Pick'n'Pay Hypermarkets, Liquorland, Vintage Cellars, 1st Choice Liquor Superstore and Officeworks.
- (4) As at the date of these Terms and Conditions, the Gift Card is not redeemable for any online purchases (including Coles Online, Liquorland Direct, Kmart or Target "Shop from Home" services, Pharmacy Direct, Myer Hampers and gifts online and Officeworks Business Direct), at Coles Express, at Harris Technology, at Kmart New Zealand and Kphoto, any purchases initiated by phone, email, post or fax, for Bill payments (including Service ATM, DEFT, credit card accounts, store accounts and Rentsmart), at Hotels owned by Coles Group companies, at self checkouts and at some sublets and licensees.
- (5) Coles Group is fully responsible and liable for operations of the Gift Card and if an Eligible Customer has any enquiry or complaint that in any way relates to the Gift Card, the Eligible Customer may contact Coles Group by phoning 1300 304 990.
- (6) The Gift Card cannot be redeemed for cash or used for payments of credit or store accounts.
- (7) If these Terms and Conditions are in any way inconsistent with terms and conditions issued by Coles Group ("**Other Terms and Conditions**"), then those Other Terms and Conditions will prevail to the extent of the inconsistency.

6. EARLY TERMINATION FEE

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



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7. MISCELLANEOUS

- (1) Notwithstanding any other provision in these Terms and Conditions,
 - (a) Red Energy may:
 - (i) cease to proceed with all or any part of this Offer for any reason and at any time; 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.
 - (b) Red Energy may not provide a Gift Card to an Existing Customer or Referred Customer who has not fully complied with these Terms and Conditions; and
 - (c) 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 Gift Card, 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, New South Wales or South Australia (depending on where the Existing Customer or Referred Customer is located) 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.
- (4) Nothing in these Terms and Conditions is intended to create a partnership, joint venture or agency relationship between Red Energy, and Coles Group. Each party acknowledges and agrees that it has no authority to bind the other party.