

## RED ENERGY GOOD LIFE REWARDS™ PROMOTION TERMS AND CONDITIONS

AS AT 25<sup>TH</sup> MAY 2009

### 1. DEFINITIONS

In these Terms and Conditions:

- (1) “**Agreement**” means a fixed term agreement between a Customer and Red Energy for the supply of their Energy;
- (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 Victoria;
- (3) “**Club Lifestyle**” means Club Lifestyle Pty Ltd ACN 114 845 715 of 454 Victoria Parade, East Melbourne Victoria 3002;
- (4) “**Cooling-off Period**” means 10 Business Days from and including the date on which the New Customer receives a copy of their Agreement;
- (5) “**Customer**” means a residential or Small Business customer of Red Energy who purchases Energy from Red Energy in respect of a Supply Address;
- (6) “**Date of Issue**” means the date printed on the Rewards Card as being the date the Rewards Card was issued by Club Lifestyle to the Eligible Customer;
- (7) “**Early Termination Fee**” means:
  - (a) in respect of Eligible Customers in Victoria who terminate their electricity Agreement:
    - (i) within the first 12 months of the Fixed Term: \$79.00; or
    - (ii) within the last 12 months of the Fixed Term: \$50.00;
  - (b) in respect of Eligible Customers in Victoria who terminate their gas Agreement:
    - (i) within the first 12 months of the Fixed Term: \$20.00; or
    - (ii) within the last 12 months of the Fixed Term: \$20.00;
  - (c) in respect of Eligible Customers in South Australia who terminate their Agreement:
    - (i) within the first 12 months of the Fixed Term: \$95.00; or
    - (ii) within the last 12 months of the Fixed Term: \$45.00;
- (8) “**Eligible Customer**” is as defined in **clause 3** of these Terms and Conditions;
- (9) “**Energy**” means either electricity, or electricity and gas;
- (10) “**Energy Account**” means the account with Red Energy for the supply of Energy to a Customer at a Supply Address;
- (11) “**Existing Customer**” means a Customer in Victoria or South Australia as at 25 May 2009 who:

- (a) is not bound by an Agreement; and
  - (b) is the Primary Account Holder;
- (12) “**Expiry Date**” means the date that is the one year anniversary of the Date of Issue;
- (13) “**Fixed Term**” means the fixed term period of an Agreement, as specified in the Agreement;
- (14) “**New Customer**” means a:
- (a) resident; or
  - (b) Small Business,
- who, during the Offer Period requests that Red Energy:
- (c) energise a new Supply Address; or
  - (d) transfer the NMI for that Supply Address from their previous energy retailer to Red Energy,
- for the purposes of Red Energy supplying them with Energy at that Supply Address and who:
- (e) enters into an Agreement with Red Energy with a Fixed Term of not less than 2 years; and
  - (f) does not terminate that Agreement with Red Energy during the Cooling-off Period;
- (15) “**NMI**” means the national meter identifier which is the unique identifying mark that identifies a Customer’s Supply Address;
- (16) “**Offer**” means the Rewards Card promotion offered by Red Energy;
- (17) “**Offer Period**” means the period from 25 May 2009 up to and including 31 December 2010, unless the Offer is withdrawn earlier by Red Energy;
- (18) “**Participating Retailer**” means a retailer of goods and/or services who has entered into an agreement with Club Lifestyle to provide those goods and/or services at discounted and promotional rates as set out in the list of participating retailers published by Club Lifestyle.
- (19) “**POTD**” means the Red Energy Pay on Time Discount, as defined in the Red Energy Standard Terms and Conditions;
- (20) “**Primary Account Holder**” means the person who, during the process of becoming a customer of Red Energy, advises Red Energy that they will be the person primarily responsible for the Energy Account;
- (21) “**Red Energy**” means Red Energy Limited ABN 60 107 479 382 of 2 William Street, Richmond East, Victoria;
- (22) “**Red Energy Standard Terms and Conditions**” means the Red Energy standard terms and conditions published on the Red Energy website at <http://www.redenergy.com.au/docs/TCs.pdf>

- (23) **“Replacement Card Fee”** means \$10.00;
- (24) **“Rewards Card”** means a Good Life Rewards™ Card issued and managed by Club Lifestyle;
- (25) **“Small Business”** means a business that consumes less than 160MWh of electricity per annum;
- (26) **“Supply Address”** means the address for which a Customer has agreed to purchase Energy from Red Energy under an Agreement; and
- (27) **“Terms and Conditions”** means these terms and conditions applicable to the Offer.

## 2. THE OFFER

- (1) The Offer is made by Red Energy and is valid for the Offer Period.
- (2) This offer is subject to Red Energy’s Standard Customer Terms and Conditions. To view Red Energy’s Standard Terms & Conditions.

## 3. ELIGIBILITY

The Offer is available to all:

- (1) Existing Customers who enter 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; and
- (2) New Customers,

(“**Eligible Customer**”).

## 4. PAY ON TIME DISCOUNT

Red Energy will provide Eligible Customers with a 7% POTD.

## 5. ISSUING REWARDS CARDS

- (1) Within 4 calendar weeks following the date the Eligible Customer enters into an Agreement with Red Energy, Red Energy will arrange for one Rewards Card (“**First Rewards Card**”) to be sent by Club Lifestyle by regular post to the Eligible Customer at the Eligible Customer’s current billing address registered with Red Energy.
- (2) Each Rewards Card will be issued by Club Lifestyle to an Eligible Customer and will be in the name of the Primary Account Holder.
- (3) Prior to the Expiry Date of the First Rewards Card, Red Energy will arrange for a second Rewards Card to be sent by Club Lifestyle by regular post to the Eligible Customer at the Eligible Customer’s current billing address registered with Red Energy, provided that the Eligible Customer does not:
  - (a) terminate the Agreement prior to the Expiry Date of the First Rewards Card; or
  - (b) submit a request with an alternative energy retailer to transfer the NMI to which the Agreement relates, from Red Energy to that other energy retailer.

- (4) At the request of the Eligible Customer and subject to payment of the associated postage costs by the Eligible Customer to Club Lifestyle, Club Lifestyle will issue the Rewards Card by registered post.

## 6. USE OF REWARDS CARDS

- (1) Notwithstanding any other provision of these Terms and Conditions, the use of the Rewards Card is subject to terms and conditions issued by Club Lifestyle and Participating Retailers. For full terms of use visit [www.clublifestyle.com.au](http://www.clublifestyle.com.au) or phone 1300 887 737.
- (2) Club Lifestyle is responsible and liable for the Rewards Card and rewards program and if an Eligible Customer has any enquiry or complaint that in any way relates to the Rewards Card, the Eligible Customer may contact Club Lifestyle on 1300 667 016.
- (3) If these Terms and Conditions are in any way inconsistent with terms and conditions issued by Club Lifestyle or any other Participating Retailer ("**Other Terms and Conditions**"), then those Other Terms and Conditions will prevail to the extent of the inconsistency.
- (4) Each Rewards Card is only valid for 12 months from the Date of Issue up to and including the Expiry Date.
- (5) A Rewards Card is non-transferrable and cannot be redeemed for cash.
- (6) Red Energy may, in its sole and absolute discretion, cancel a Rewards Card at any time.
- (7) An Eligible Customer may use the Rewards Card by:
  - (a) presenting the Rewards Card at a Participating Retailer's store when purchasing eligible goods and/or services from that Participating Retailer;
  - (b) purchasing goods from Participating Retailers online at [www.redenergy.com.au/rewards](http://www.redenergy.com.au/rewards) using the Eligible Customer's secure login and password; and
  - (c) pre-purchasing gift cards from Participating Retailers either:
    - (i) online at [www.redenergy.com.au/rewards](http://www.redenergy.com.au/rewards) using the Eligible Customer's secure login and password; or
    - (ii) by phoning 1300 667 016.
- (8) The Eligible Customer acknowledges and agrees that:
  - (a) the methods for purchasing a Participating Retailer's goods and/or services, as set out in clause 5(7) of these Terms and Conditions, is determined by that Participating Retailer in its sole and absolute discretion;
  - (b) the Eligible Customer is responsible and liable for the payment of any and all postage, delivery, transport and other associated charges that in any way relates to the purchase of goods and/or services from Participating Retailers; and
  - (c) a Rewards Card may only be used by the person named on the front of the Rewards Card.

## **7. REPLACEMENT REWARDS CARDS**

Club Lifestyle will replace a Rewards Card with a new Rewards Card if it is damaged, lost or stolen, subject to the payment of the Replacement Card Fee by the Eligible Customer. Eligible Customers may contact Club Lifestyle to arrange a replacement Rewards Card on 1300 667 016.

## **8. EARLY TERMINATION FEE**

If an Eligible Customer terminates their Agreement after the expiry of their Cooling-Off Period but before the expiry of the Fixed Term, the Eligible Customer must pay Red Energy the Early Termination Fee within 10 Business Days of receipt of a tax invoice.

## **9. PRIVACY**

- (1) Red Energy will provide each Eligible Customer's personal information to Club Lifestyle for the purposes of Club Lifestyle:
  - (a) arranging the Eligible Customer's membership in the rewards program;
  - (b) issuing the Rewards Card to the Eligible Customer in accordance with these Terms and Conditions; and
  - (c) providing notifications to Eligible Customers in relation to their membership in the rewards program.
- (2) If the personal information of Eligible Customers is not provided by Red Energy to Club Lifestyle, Club Lifestyle will be unable to provide Eligible Customers with their Rewards Card.
- (3) Club Lifestyle will collect, use and disclose Eligible Customers' personal information in accordance with the Privacy Act 1988.
- (4) For any enquiries relating to the use of Eligible Customer's personal information in respect of this Offer or access to that personal information, Eligible Customers may contact Red Energy on 131 806 or Club Lifestyle on 1300 887 737 or email [info@clublifestyle.com.au](mailto:info@clublifestyle.com.au).

## **10. MISCELLANEOUS**

- (1) Red Energy reserves the right at any time:
  - (a) to cease to proceed with all or any part of this Offer for any reason at any time;
  - (b) to 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/or
  - (c) not to provide a Rewards Card to any Eligible Customer who has not fully complied with these Terms and Conditions.
- (2) To the fullest extent permitted by law, Red Energy will not be liable to any Eligible Customer or any third party for any cost, loss, damage, expense or claim arising out of or in connection with the Offer including the Rewards Card.

- (3) The law applying in Victoria applies to this 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 website at [www.redenergy.com.au](http://www.redenergy.com.au).