

## RED ENERGY “REFER A FRIEND” PROMOTION TERMS AND CONDITIONS 2009

AS AT 26<sup>TH</sup> FEBRUARY 2009

### 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) “**Customer Number**” means the unique reference number for each Energy Account;
- (3) “**Bill**” means a tax invoice issued by Red Energy under an Energy Account for payment by a Residential Customer;
- (4) “**Energy**” means either electricity, or electricity and gas;
- (5) “**Energy Account**” means the account with Red Energy for the supply of Energy to a Residential Customer;
- (6) “**Existing Customer**” means:
  - (a) a Residential Customer in Victoria who, as at [ 26<sup>th</sup> February 2009]:
    - (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)**;
- (7) “**Gift Card**” means a single \$25.00 Coles Group and Myer gift card;
- (8) “**NMI**” means the national electricity meter identifier which is the unique identifying mark that identifies a Residential Customer’s Supply Address;
- (9) “**Offer**” means the Coles and Myer Group “refer a friend” gift card promotion;
- (10) “**Offer Period**” means the period commencing on 26th February 2009 and expiring at 8.30pm Melbourne time on 14th January 2011;
- (11) “**Promoter**” means Red Energy;
- (12) “**Red Energy**” means Red Energy Limited ABN 60 107 479 382 of 2 William Street, Richmond East, Victoria;
- (13) “**Red Energy Standard Terms and Conditions**” means the Red Energy standard Residential Customer terms and conditions;
- (14) “**Referred Customer**” is as defined in **clause 3(1)** of these Terms and Conditions;
- (15) “**Referred Person**” is as defined in **clause 2(2)(b)** of these Terms and Conditions;

## Refer a Friend Terms and Conditions

- (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 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. THE OFFER & ELIGIBILITY

- (1) On and subject to these Terms and Conditions, Red Energy makes the Offer for the Offer Period.
- (2) The 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 resident (“**Referred Person**”).
- (3) For the avoidance of doubt, a Referred Person must not be an Existing Customer.
- (4) The Offer is also subject to Red Energy’s Standard Customer Terms and Conditions. To view Red Energy Standard Terms & Conditions for Victorian residents visit [redenergy.com.au/docs/TCs.pdf](http://redenergy.com.au/docs/TCs.pdf).

### 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 Account Number; and
  - (b) subsequently enters into an Agreement with Red Energy, (“**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 Account Number was quoted under **clause 3(1)(a)** will be entitled to receive a Gift Card from 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.

### 4. GIFT CARDS

- (1) Red Energy will not provide a Gift Card to an Existing Customer or a Referred Customer:

## Refer a Friend Terms and Conditions

- (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 Offer 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 has not paid any and all outstanding amounts on its Energy Account to Red Energy.
- (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 post a Gift Card 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) A Gift Card will not be replaced by Red Energy if it is damaged, lost or stolen.
- (5) The use of Gift Cards by Eligible Customers is subject to terms and conditions issued by the Coles Group and Myer. For full Terms of Use visit [www.giftcards.com.au](http://www.giftcards.com.au) or phone 1300 304 990.
- (6) Coles Group & Myer Gift Cards are redeemable at: Myer, Target, Baby Target, Target Country, Kmart, Kmart Tyre & Auto Service, Coles supermarkets, Coles Central, BI-LO, Pick 'n' Pay stores, Liquorland, Vintage Cellars, 1st Choice Liquor Superstore and Officeworks. Not redeemable at Coles Express, Harris Technology, Kmart New Zealand, Bill Express, Kphoto, ATMs/kiosks, online businesses and some sub-lets and licensees.

## 5. MISCELLANEOUS

- (1) Notwithstanding any other provision in these Terms and Conditions,
- (a) Red Energy reserves the right at any time, in its sole and absolute discretion, to:
    - (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,provided that Red Energy allows any Referred Person, 14 days from the date of the referral to enter into an Agreement with Red Energy on these Terms and Conditions; and
  - (b) to the fullest extent permitted by law, 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.
- (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).

## Refer a Friend Terms and Conditions

- (4) Nothing in these Terms and Conditions is intended to create a partnership, joint venture or agency relationship between Red Energy, and the Coles Group and Myer. Each party acknowledges and agrees that it has no authority to bind the other party.