

**AUSTRALIAN MADE AND GROWN (AMAG) "WIN 1 OF 4 X \$500 ELECTRICITY CREDITS" PROMOTION
TERMS AND CONDITIONS (AS AT 1 JANUARY 2018)**

1. THE PROMOTION

- (1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the Australian Made and Grown (AMAG) 'WIN 1 of 4 x \$500 electricity credits promotion' (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 8:00am (AEDT) on Monday 1 January 2018 and closes at 5:00pm (AEDT) on Wednesday, 28 February 2018 (**Promotion Period**).
- (3) The Promotion is a game of chance.

2. PROMOTER'S DETAILS

The promoter is Red Energy Pty Limited (ABN 60 107 479 372) of 570 Church Street, Cremorne, Victoria 3121 (**Promoter**). The Promotion is authorised under NSW permit number LTPS/17/20035.

3. ELIGIBILITY

- (1) Subject to **clauses 3(2) and 3(3)**, entry into the Promotion is only open to Australian residents in Victoria, New South Wales, South Australia and South East Queensland who are aged eighteen (18) years or over (**Eligible Entrant**). Any entries received by any person who is not an Eligible Entrant will be void.
- (2) Directors, officers, management, employees and other staff (and their immediate families), of the Promoter and its related bodies corporate, or of the agencies or companies associated with this Promotion are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step- grandparent, uncle, aunt, niece, brother, sister, step-brother, step-sister or 1st cousin.
- (3) Directors, officers, management, employees (and their immediate families) and other staff of Australian Made and Grown (ABN 20 086 641 527) and its related bodies corporate of Suite 105, 161 Park Street, South Melbourne Vic 3205, and its subsidiaries or associates are not eligible to enter.
- (4) The Promoter reserves the right to verify the validity of each entry. The Promoter reserves the right to disqualify any person for tampering with the entry process or who otherwise does not comply with these Terms and Conditions.

4. HOW TO ENTER THE PROMOTION

- (1) To enter the Promotion, an Eligible Entrant must during the Promotion Period visit www.redenergy.com.au/partnership/amag and:
 - (a) enter their contact details (including their full name, phone number, email address and postcode);
 - (b) confirm they are aged 18 years or over; and
 - (c) consent to the Promoter telephoning them to discuss the options available to the Eligible Entrant, and/or to sign up to an energy account with the Promoter.
- (2) An Eligible Entrant who submits a valid entry by following the process set out in **clause 4(1)**, will be an "**Entrant**" and their entry will be placed into the draw held in accordance with **clause 6**. Each Eligible Entrant may only submit one (1) entry. Entries received outside of the Promotion Period will be ineligible for entry. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.

5. THE PRIZE

- (1) The Promoter is offering Entrants the chance to win one (1) of four (4) identical prizes, each prize consisting of an amount of up to AUD500 (GST included) to be credited to an electricity supply contract with the Promoter over a period of up to twelve (12) months, for use on electricity usage

and daily supply charges for a residential supply address located in New South Wales, Victoria, South Australia or South-East Queensland, issued in accordance with the terms of **clause 7 (Prize)**.

- (2) The total value of the Prizes is up to a maximum of AUD2000 (GST included).

6. PRIZE WINNERS

- (1) The Prizes will be drawn by the Promoter via electronic draw at 12:00pm AEDT on Wednesday 7 March 2018 at the offices of Anisimoff Legal located at Suite 5, 210 Central Coast Highway, Erina, New South Wales 2250 (**Prize Draw**).
- (2) The first four valid entries drawn via electronic draw will win the Prize (each a **Prize Winner**). The Promoter's decision is final and no correspondence will be entered into.
- (3) Within two (2) business days of the Prize Draw, the Promoter will notify the Prize Winners by:
- (a) email, at the email registered with the Promoter as part of their entry into this Promotion;
 - (b) telephone, at the telephone number registered with the Promoter as part of their entry into this Promotion; and
 - (c) publishing the Prize Winners' names on the Promoter's website at: www.redenergy.com.au/termsandconditions
- (4) Within three (3) to five (5) business days of the Prize Draw, the Promoter will also notify the Prize Winners by publishing the Prize Winners' names in The Australian newspaper.
- (5) If a Prize Winner:
- (a) responds before Wednesday, 6 June 2018 they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
 - (b) fails to respond before Wednesday, 6 June 2018, their Prize will be deemed unclaimed.
- (6) The Promoter may conduct such further draws as necessary for any unclaimed Prizes (subject to the approval of the relevant gaming authorities in each State). The redraw will be conducted at the offices of Anisimoff Legal at Suite 5, 210 Central Coast Highway, Erina, New South Wales at 12:00pm AEST on Friday, 8 June 2018, subject to any written direction given under applicable law. Any Prize Winner(s) of an unclaimed Prize will be notified in the manner set out in **clause 6(3)**. Any further draws that may be required to allocate any Prizes that remain unclaimed following the redraw held on Friday, 8 June 2018 will be conducted in accordance with the instructions of the relevant State gaming authorities.

7. PRIZE DETAILS

- (1) If a Prize Winner is not a customer of the Promoter at the time of their Winner's Acceptance, then in order to redeem the Prize, they must enter into an electricity supply contract with the Promoter within six (6) calendar months of their Winner's Acceptance. Following the Prize Winner becoming a customer of the Promoter, the Promoter will apply a AUD500 credit to their electricity account, which will then be used for each billing cycle for up to twelve months as credit towards their electricity bill until the value of the Prize has been exhausted. If a Prize Winner does not enter into an electricity supply contract with the Promoter prior to the date that is six (6) calendar months after their Winner's Acceptance, that Prize Winner will forfeit their Prize and will not receive any alternative prize. If this occurs the Prize will be an unclaimed prize and will be dealt with pursuant to **clause 6(6)** (subject to the approval of the relevant State gaming authorities).
- (2) If a Prize Winner is a customer of the Promoter at the time of their Winner's Acceptance, then on each billing cycle for up to twelve (12) calendar months following their Winner's Acceptance, the Promoter will apply a credit to their electricity bill for each billing cycle until the value of the Prize has been exhausted.
- (3) The Prize, or any unused portion of the Prize at the end of the twelve (12) calendar months under **clauses 7(1) or 7(2)** (as the case may be), cannot be refunded or converted into cash and is not transferrable to other persons or organisations.

- (4) It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the individual components of the Prize. The Prizes cannot be transferred, exchanged or redeemed for cash.
- (5) Subject to State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Prize in whole (or any of its components), with a substitute prize of equal or greater value and the Prize Winners will be notified accordingly.

8. PRIVACY

- (1) By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion, and to third parties as required by law. If the information requested is not provided by the Entrant, the Entrant may not participate in the Promotion. If an Entrant consents, on the Entry Form, to the Promoter telephoning them to discuss the Promoter's energy offers, then the Promoter will contact that Entrant within a reasonable timeframe following that consent being provided. For details about how the Promoter may use your information, and what your rights are under Australian privacy laws, please refer to the Promoter's Privacy Policy available at <https://www.redenergy.com.au/privacy>.
- (2) Entering this Promotion is deemed consent for the Promoter to use the Prize Winners details, voice, image, likeness and photographs for promotional, marketing and publicity purposes on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite time without any further attribution, reference, payment or other compensation to the Prize.

9. LIABILITY

To the extent permitted by law, the Promoter and its related bodies corporate (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way:

- (1) out of the Promotion; or
- (2) without limiting clause 9(1), out of: (i) any technical difficulties, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure; (ii) any theft, destruction, unauthorised access or third party interference of entries under this Promotion; (iii) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter or its related bodies corporate; (iv) any tax liability incurred by a Prize Winner or Entrant; or (v) use of a Prize.

10. VARIATIONS

- (1) Subject to the approval of any relevant gaming authorities, the Promoter reserves the right at its sole discretion to modify, suspend or terminate all or part of the Promotion, or disqualify and prohibit further participation in this Promotion, in the event that any portion of this Promotion is compromised by a virus, bugs, non-authorised human intervention, hackers or other causes beyond the reasonable control of the Promoter which, in the sole opinion of the Promoter, corrupts or impairs the administration, security, fairness, or proper conduct of the Promotion.
- (2) The Promoter reserves the right to update these Terms and Conditions from time to time in its sole discretion for administrative reasons or to ensure efficient operation of the Promotion. Changes will be posted on the Promoter's website at www.redenergy.com.au/termsandconditions and at www.redenergy.com.au/partnership/amag.

11. GENERAL

- (1) Failure by the Promoter to enforce any one of these Terms and Conditions in any instance(s) will not give rise to any claim or right of action by any Entrant or Prize Winner or other person.
- (2) The law applicable in the State where the Eligible Entrant resides applies to this Promotion.

WINNERS DRAWN 7/03/2018

C.Wagemaker, 2486, J.Suttor, 2145, S.Yip, 2042, J.Morris, 2533