



## RED ENERGY'S "AQUATHON" PROMOTION -

### TERMS AND CONDITIONS

AS AT 14 JANUARY 2016

#### 1. THE PROMOTION

- (1) Information on how to enter and prizes forms part of these Terms and Conditions. Entry in the Aquathon promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 9:00am AEST on 25 January 2016 and concludes at 5:00pm AEST on 31 March 2016, unless withdrawn earlier by Red (**Promotion Period**).
- (3) The Promotion is a game of chance.

#### 2. PROMOTERS DETAILS

The promoter is Red Energy Pty Limited (ABN 60 107 479 372) of 2 William Street, Richmond East, Victoria 3121 (**Promoter**). Authorised under, NSW permit number LTPS/16/00403.

#### 3. ELIGIBILITY

- (1) Subject to clause 3(2), entry in the promotion is only open to residents New South Wales, Victoria, and South Australia who:
  - (a) are aged 18 years or over;
  - (b) are not existing customers of the Promoter; and
  - (c) switch their electricity or electricity and gas accounts to the Promoter, (**Eligible Entrant**).
- (2) Employees and the immediate families of the Promoter and its affiliates and subsidiaries are not eligible to enter.
- (3) Employees and the immediate families of BATTOCCHIO, ROBERT t/as Robert Battocchio Fitness ABN 59 676 064 597 (**Company**) of Activate Events C/O: Your Smile Team, 149 Princess Hwy Fairy Meadow, NSW 2519 and its subsidiaries 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:
  - (a) obtain the unique promotion reference code "AQUA" (**Promotion Reference Code**), which will be viewable in the advertising of the Promotion; and
  - (b) switch their electricity or electricity and gas accounts to the Promotion during the Promotion Period:
    - (i) if switching to the Promoter by telephone quote the Promotion Reference Code to the sales consultant; or
    - (ii) if switching to the Promoter via the Online Switch Form at [www.redenergy.com.au/aquathon](http://www.redenergy.com.au/aquathon), enter the Promotion Reference Code where indicated; and
  - (c) still have their electricity or electricity and gas accounts with Red at the time of the Prize draw.
- (2) An Eligible Entrant who submits a valid entry will be an "Entrant" and their entry will be placed into the draw held in accordance with **clause 6**.
- (3) Entries received outside of the Promotional 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 of four (4) identical prizes. Each prize consists of one (1) \$500 credit to applied to their electricity and/or gas account with the Promoter, in accordance with the terms of clause 7 (**Prize**).
- (2) The total Prize pool is valued up to AUD\$2,000.

## **6. PRIZE WINNERS**

- (1) The Prize will be drawn by the Promoter via electronic draw at 12:00pm AEST on Thursday 14 April 2016 at the offices of Anisimoff Legal located at Level 5, 492 St Kilda Road, Melbourne 3000 (**Prize Draw**).
- (2) The first four (4) valid entries drawn for the Prize will win the Prize (**Winners**).
- (3) Within two (2) business days of the Prize Draw, the Promoter will notify the Winners by:
  - (a) email, at the email registered with the Promoter on their energy account;
  - (b) telephone, at the telephone number registered with the Promoter on their energy account; and



- (c) publishing the Winners' names on the Promoter's website at: [www.redenergy.com.au/termsandconditions](http://www.redenergy.com.au/termsandconditions).
- (4) Within five (5) business days of the Prize Draw, the promoter will notify the Winner by publishing the Winner's name in The Australian newspaper.
- (5) If a Winner:
  - (a) responds within 3 months from receipt of the notification referred to in clause 6(3), they will have been deemed to have accepted the Prize (**Winner's Acceptance**); and
  - (b) fails to respond within 3 months from the receipt of the notification email referred to in clause 6(3), the Prize will be deemed unclaimed.
- (6) The Promoter may conduct such further draws as necessary for any unclaimed Prizes. The redraw will be conducted at the offices of Anisimoff legal in Victoria at 12:00pm AEST on Monday 18 July 2016, subject to any written direction given under applicable law. Winners of any unclaimed Prizes will be notified in the manner set out in clause 6(3).

## 7. PRIZE DETAILS

- (1) The Prize will be supplied to the Winner in the form of a credit applied to their energy account with the Promoter, once the Promoter becomes the responsible retailer for their energy account, which the Winner can then use towards their energy bill. The Winner will need to nominate to the Promoter which fuel they would like the credit to be applied as follows:
  - (a) \$500 of electricity credit;
  - (b) \$500 of gas credit; or
  - (c) \$500 of combined electricity and gas credit.
- (2) The Prize will be applied to the nominated fuel(s) of the Winners energy account with the Promoter, which the Winner can then use towards their energy bill.
- (3) The Prize is not redeemable for cash and will be valid until exhausted; any unused Prize cannot be converted into cash and is not transferrable to other energy accounts, persons, or organisations.
- (4) If a Prize or receipt of it incurs a tax liability, the Winner is liable for payment of such tax.
- (5) The Promoter's decision is final and no correspondence will be entered into.



- (6) Subject to the 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 Winner will be notified accordingly.
- (7) Acceptance of the Prize is deemed consent for the Promoter to use the Winner's details 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 Winner.
- (8) The Winner's name may be published on the Promoter's social media platforms.

## 8. PRIVACY

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. 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>.

## 9. LIABILITY

- (1) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), or similar consumer protection laws in any other jurisdiction (**Non-Excludable Guarantees**).
- (2) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (including their respective officers, employees and agents):
  - (a) 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 out of the Promotion; and
  - (b) are not responsible for and 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 out of: (a) any technical difficulties, equipment malfunction, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical problems or traffic congestion on the internet or any website (whether or not under the Promoter or its related bodies corporates' control); (b) any theft, destruction, unauthorised access or third party interference of entries under this Promotion; (c) 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; (d) any tax liability incurred by the Winner or Entrant; or (e) 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-authorized 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 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/aquathon](http://www.redenergy.com.au/aquathon).

## **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 Winner or other person.
- (2) The laws of New South Wales apply to this Promotion.