



RED EV SAVER ELECTRICITY OFFER
TERMS AND CONDITIONS
(updated 16 September 2020)

1. RED EV SAVER ELECTRICITY OFFER

- (1) Subject to these Terms and Conditions, this Red Energy offer (**Offer**) is made by Red Energy Pty Ltd ABN 60 107 479 382 of 570 Church Street, Cremorne, Victoria, 3121 (**Red or we or us or our**).
- (2) The Offer commences at 8:00am (AEDT) on 26 February 2020 and is ongoing until the Offer is withdrawn under **clause 4(1)(a)(i) (Offer Period)**.

2. ELIGIBILITY

- (1) If you are a resident of the Australian Capital Territory, New South Wales, Queensland, South Australia or Victoria and you sign up a new or existing residential supply address on the Red EV Saver electricity plan during the Offer Period, and:
 - (a) you have a smart meter or interval meter;
 - (b) you have an electric vehicle registered in your name at the same address as your electricity supply address and you provide us with proof of such registration on sign up; and
 - (c) any applicable cooling-off period has expired and we become responsible to supply you with electricity,
you will be eligible to use electricity for free at your supply address between 12pm and 2pm on Saturdays and Sundays, as further described under **clause 3 (Free Electricity Use Period)**, until you are no longer eligible to receive the Free Electricity Use Period in accordance with **clause 2(3)**.
- (2) You must advise us if there is no longer an electric vehicle registered in your name at the same address as your electricity supply address.
- (3) You will be eligible to receive the benefit of the Free Electricity Use Period until:
 - (a) you're no longer a customer of ours; or
 - (b) you're no longer on the Red EV Saver plan or switch to another Red energy plan; or
 - (c) you no longer have an electric vehicle registered in your name at the same address as your electricity supply address; or
 - (d) your supply address no longer has a smart meter or interval meter; or
 - (e) we withdraw the Offer under **clause 4(1)(a)(i)**. If we withdraw the Offer under **clause 4(1)(a)(i)**, we will provide you with notice of such withdrawal in accordance with the applicable energy regulations and also place a notice on our website.

3. FREE ELECTRICITY USE PERIOD

- (1) During your Free Electricity Use Period, your electricity usage charges will be waived for any electricity consumed at your supply address. Your Free Electricity Use Period does not apply to:
 - (a) daily supply charges (also known as Service to Property charges); or
 - (b) GreenPower charges; or
 - (c) gas usage charges for gas consumed at your supply address during the Free Electricity Usage Period, whether you have a gas contract with us or another retailer; or
- (2) If you have solar panels at your supply address with a net meter, any electricity generated by your solar panels during the Free Electricity Use Period will be consumed first and, to the extent that the electricity generated by the solar panels does not satisfy the electricity usage



requirements of your supply address during the Free Electricity Period, then electricity will be obtained from the distribution system and treated in accordance with **clause 3(1)**.

4. MISCELLANEOUS

- (1) Notwithstanding any other provision in these Terms and Conditions:
 - (a) We may:
 - (i) suspend or withdraw 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 part of this Offer including (without limitation) any time or date in this Offer, these Terms and Conditions and the composition of the Free Electricity Use Period; and
 - (b) to the extent permitted by law, we 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.
- (2) If we suspend, withdraw or vary these Terms and Conditions under **clauses 4(1)(a)(i)** or **clause 4(1)(a)(ii)**, we will promptly publish such suspension, withdrawal or variation on our Website and notify impacted customers where required under these Terms and Conditions and the applicable energy regulations. We reserve the right to keep public copies of expired offers in relation to the Red EV Saver electricity plan on our Website as reference for customers who may continue to be on the offer.
- (3) The law applying to the Australian Capital Territory, New South Wales, Queensland, South Australia or Victoria (depending on where your supply address is located) applies to the Offer and these Terms and Conditions.

5. PRIVACY

By taking up the Offer, you understand and agree that we may use and disclose the information you provide to us on the terms set out in our Privacy Statement located at www.redenergy.com.au/privacy. You can find out more about how we may use your information, and what your rights are under Australian privacy laws, in our Privacy policy available at www.redenergy.com.au/privacy.