

Win a share of \$30,000 Qantas Hotels and Holidays Voucher Promotion



Terms and Conditions (as at 15 February 2024)

1. The Promotion

- (1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the win a share of the \$30,000 Qantas Hotels and Holidays Vouchers Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12:01am AEDT, 15 February 2024 and closes at 11:59pm AEDT 13 March 2024 (**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 No. TP/00236, SA Permit No. T24/66, ACT Permit No. TP24/00062.

3. Eligibility

- (1) Subject to **clauses 3(2)** and **3(3)**, entry in the Promotion is open to:
 - (a) any residential customer of the Promoter who is 18 years or older and has signed up to a Qantas Red plan during the Promotion Period and is eligible to earn points for paying their energy bills on time and who is a Qantas Frequent Flyer member (**Qantas Red Eligible Entrant**);
- (2) Employees and their immediate families of the Promoter and Qantas Airways Limited and their affiliates and subsidiaries are not eligible to enter.
- (3) 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 into the Promotion

- (1) Each Qantas Red Eligible Entrant during the Promotion Period will automatically be placed into that Prize Draw to be held in accordance with **clause 6**. A Qantas Red Eligible Entrant who is entered into a Prize Draw will be a "Qantas Red Entrant". For the avoidance of doubt, a Qantas Red Entrant will receive one (1) entry into the Promotion.

5. The Prize

- (1) The Promoter is offering Qantas Red Entrants the chance to win one (1) of ten (10) Qantas Hotels and Holidays Vouchers each consisting of three thousand (\$3,000) Aud dollar value, to be issued in accordance with clause 7 (**Prize**).
- (2) The maximum value of each prize is \$3,000 with a maximum value of the total prize pool of \$30,000. The Prize value is in Australian Dollars.

6. Prize Winners

- (1) There will be one (1) draw conducted for the Promotion as set out in the table below (**Prize Draw**). The draw will take place via electronic draw at Xam on the date specified in the table below at the offices of Anisimoff Legal located at 3 Amy Close, Wyong NSW 2259.

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Prize Draw	Entries open	Entries close	Draw Date	Publication Date	Unclaimed Prize Draw Date
Draw 1	15/02/2024	13/03/2024	18/03/2024	20/03/2024	[18 June 2024]

- (2) The first ten (10) valid entries drawn in the Prize Draw will each win one of the ten Prizes (**Prize Winners**).
- (3) Within two (2) business days of the Prize Draw, the Promoter will notify the Prize Winner by:
 - (a) email, at the email registered with the Promoter;
 - (b) telephone, at the telephone number registered with the Promoter; and
 - (c) publishing the Prize Winner's names on the Promoter's website at: www.redenergy.com.au/win.
- (4) If a Prize Winner:
 - (a) responds within 3 calendar months of the Prize Draw, they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or
 - (b) fails to respond within 3 calendar months of the Prize Draw, their Prize will be deemed unclaimed.
- (5) 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 located at 210 Central Coast Highway Erina, NSW 2250 at 12:00pm AEST on [18 June 2024], 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 [18 June 2024], will be conducted in accordance with the instructions of the relevant State gaming authorities.

7. Prize Details

- (1) Following the relevant Winner's Acceptance, the Prize will be emailed to them by Red Energy within 8 weeks of the Prize Draw, provided that Red Energy is responsible for the Prize Winner's electricity and/or gas account and the Prize Winner has not transferred to a new energy retailer during that time. If a Prize Winner's energy account has not been transferred to Red Energy as at Prize Draw, the Prize will not be emailed to the Prize Winner until Red Energy becomes responsible for the Prize Winner's energy supply. If Red Energy is not responsible for the Prize Winner's electricity and/or gas account prior to the date that is three (3) 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(5)** (subject to the approval of the relevant State gaming authorities).

8. Other Matters Relating to the Promotion

- (1) If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.
- (2) The Promoter's decision is final and no correspondence will be entered into.
- (3) It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the Prize. The Prizes cannot be transferred, exchanged or redeemed for cash.
- (4) 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),

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with a substitute prize of equal or greater value and the Prize Winner will be notified accordingly.

- (5) Acceptance of the Prize 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 Winner.
- (6) Each Qantas Red Entrant must comply with any requirements for the use of Facebook, and his/her Facebook account. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to the Promoter and not to Facebook. The information you provide will only be used for prize notification, competition related announcements and the Promoter's communications. By entering into this Promotion you agree to release Facebook from any or all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook.

9. Privacy

By entering this Promotion, each Qantas Red Entrant (**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 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>.

10. 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 Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)), or similar state-based consumer protection laws (**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) 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:
 - (a) out of the Promotion; or
 - (b) without limiting clause 10(2)(a), out of: (i) 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 corporate's control); (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, Qantas Red Entrant; or (v) use of a Prize.

11. 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

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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.

12. 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 Qantas Red Entrant or Prize Winner or other person.
- (2) The laws of the State where a Qantas Red Entrant is based apply to this Promotion.