



RED TARONGA SAVER ZOO FRIENDS MEMBERSHIP OFFER
TERMS AND CONDITIONS (NEW SOUTH WALES)
(as at 9 October 2019)

1. RED ENERGY TARONGA SAVER ZOO FRIENDS MEMBERSHIP 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- (2) The Offer commences at 8:00am (AEST) on 9 October 2019 and is ongoing until the Offer is withdrawn under **clause 5(1)(a)(i) (Offer Period)**.
- (3) Employees and their immediate families of Red (and its related entities) and Taronga Conservation Society Australia ABN 41 733 619 876 (and its related entities) (**Taronga**) are not eligible for this Offer.
- (4) The Offer is only available to residents in New South Wales who meet the eligibility criteria as set out in these Terms and Conditions.

2. ELIGIBILITY

- (1) If you are a resident of New South Wales and you sign up a new or existing residential supply address on the Red Taronga Saver electricity plan during the Offer Period, and any applicable cooling-off period has expired and we become responsible to supply you with electricity (**Eligible Customer**), you will be eligible to receive:
 - (a) one (1) annual Zoo Friends membership for one adult and two children aged 4 to 15 years on transferring your electricity to Red (**First Membership**); and
 - (b) one (1) annual Zoo Friends membership for one adult and two children aged 4 to 15 years on the 12 month anniversary of the transfer of your electricity, if you are still on an eligible Red Taronga Saver electricity plan and have not otherwise transferred to a new energy retailer (**Second Membership**).

3. YOUR RED ENERGY TARONGA SAVER ZOO FRIENDS MEMBERSHIP

- (1) When we become responsible to supply you with electricity, Taronga will record the Primary Account holder listed on the Red Taronga Saver electricity plan as the adult listed on the First Membership.
- (2) Each Zoo Friends membership is valid for unlimited entry at Taronga Zoo Sydney and Taronga Western Plains Zoo Dubbo and is valid for a period of:
 - (a) in the case of the First Membership, 12 months from the date of the transfer of your electricity to Red; and
 - (b) in the case of the Second Membership, 12 months from the expiry date of your First Membership.
- (3) The Primary Account holder may transfer the First Membership into the name of a third party individual within 30 days of receiving notification of eligibility from Taronga, provided that:
 - (a) the Primary Account holder has not finalised their registration by collecting their First Membership card at the Zoo Friends office; and
 - (b) the Primary Account holder has not used the First Membership prior to transferring the First Membership into the name of a third party individual.
- (4) The First Membership may only be transferred into the name of a third party individual once.

- (5) If:
 - (a) the Primary Account holder transfers the First Membership into the name of a third party individual under **clause 3(3)**; and
 - (b) the Primary Account holder becomes eligible for the Second Membership under **clause 2(3)**, then the Second Membership will be issued in the name of the third party and may be transferred back into the name of the Primary Account holder upon request to Taronga before the First Membership expires.
- (6) Additional guest passes or members cannot be added to the Zoo Friends membership under this Offer.
- (7) The Zoo Friends membership is subject to any other terms and conditions as provided by Taronga.

4. MISCELLANEOUS

- (1) Notwithstanding any other provision in these Terms and Conditions,
 - (a) Red 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 Zoo Friends membership;
 - (b) to the extent permitted by law, Red 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 use of the First Membership and the Second Membership.
- (2) If Red suspends, withdraws or varies these terms and conditions under **clauses 5(1)(a)(i)** or **clause 5(1)(a)(ii)**, Red will promptly publish such suspension, withdrawal or variation on its Website and notify impacted customers where required under these Terms and Conditions. Red reserves the right to keep public copies of expired offers in relation to Taronga on the website as reference for customers who may continue to be on the offers.
- (3) The law applying in New South Wales applies to the Offer and these Terms and Conditions.
- (4) Nothing in these Terms and Conditions is intended to create a partnership, joint venture or agency relationship between Red, and Taronga. Each party acknowledges and agrees that it has no authority to bind the other party.

5. PRIVACY

By taking up the Offer, an Eligible Customer understands and agrees that Red may use and disclose the information provided by the Eligible Customer on the terms set out in its Privacy Statement located at www.redenergy.com.au/privacy. An Eligible Customer can find out more about how Red may use their information, and what their rights are under Australian privacy laws, in Red's Privacy policy available at www.redenergy.com.au/privacy.