



RED ENERGY \$50 COLES GROUP & MYER GIFT CARD "REFER A FRIEND" PROMOTION TERMS AND CONDITIONS

THIS REPLACES THE PREVIOUS RED ENERGY "REFER A FRIEND" PROGRAM OFFER, WHICH HAS BEEN WITHDRAWN

1. THE OFFER & ELIGIBILITY

- (1) Subject to these Terms and Conditions, this \$50 Coles Group & Myer Gift Card "Refer a Friend" offer (**Offer**) is made by Red Energy PTY. Ltd ABN 60 107 479 382 of 2 William Street, Richmond East, Victoria (**Red**).
- (2) The Offer commences at 9.00am Melbourne time on Monday 4 September 2017 and expires at 8.30pm Melbourne time on Monday 3 September 2018, unless the Offer is withdrawn earlier under **clause 5(1)(a)(i)**
- (3) This Offer is available to:
 - (a) existing residential customers of Red with an electricity contract for a premises located in Victoria, New South Wales, South Australia or Queensland (**Referring Customers**); and
 - (b) a new customer referred to Red by a Referring Customer such as a friend or relative, who is a Victorian, New South Wales, South Australian or Queensland resident aged 18 years or over (**Referred Person**).
- (4) Red employees will be deemed ineligible to receive a Coles Group & Myer Gift Card under this Offer in the following circumstances:
 - (a) where referring another Red employee;
 - (b) where referring an ex-employee of Red; or
 - (c) in any other circumstance determined at the complete discretion of Red.
- (5) For the avoidance of doubt, a Referred Person must not be a Referring Customer.

2. TAKING UP THE OFFER

- (1) Subject to **clause 3(1)**, a Referred Person who, during the Offer Period:
 - (a) contacts Red in respect of the Offer and quotes a Referring Customer's full name and Customer Account Number during sign up or within 5 business days of sign up; and
 - (b) subsequently signs up their electricity supply to Red on a market retail contract for a residential premises located Victoria, New South Wales, South Australia or Queensland, (**Referred Customer**), will be entitled to receive one (1) Gift Card from Red. For the avoidance of doubt, a Referred Customer is only entitled to receive one (1) Gift Card, even if a Referred Customer signs up multiple residential premises under **clause 2(1)(b)**.
- (2) Subject to **clause 3(2)**, if a Referred Person becomes a Referred Customer under **clause 3(1)** and satisfies the requirements under **clause 3(1)**, the Referring Customer whose name and Customer Account Number was quoted under **clause 3(1)(a)** will be entitled to receive one (1) Gift Card from Red.
- (3) A Referred Customer who satisfies the requirements in **clause 3(1)** will be deemed to be a Referring Customer for the purposes of these Terms and Conditions.
- (4) There is no limit to the number of people that a Referring Customer can refer to Red and who subsequently become Referred Customers.
- (5) In accordance with privacy legislation, Red will not provide any Referring Customer with any information relating to any Referred Person or Referred Customer, except for the fact that a Referred Person has become a Referred Customer and that the Referring Customer is therefore entitled to receive a Gift Card from Red, in accordance with these Terms and Conditions.

3. ISSUING OF GIFT CARDS



- (1) Red will not provide a Gift Card to a Referring Customer or a Referred Customer:
 - (a) until the Referred Customer's electricity account has been transferred from their previous energy retailer to Red;
 - (b) if the Referred Customer terminates their electricity account with Red within the Cooling-Off Period;
 - (c) if the Referred Customer signs up to Red on a residential electricity contract for a premises which is the same premises and has the same National Meter Identifier as the Referring Customer;
 - (d) if the Referring Customer and Referred Customer only have residential gas contracts with Red; or
 - (e) if the Referring Customer or Referred Customer, as the case may be, is in breach of these Terms and Conditions in any way.
- (2) Red will not provide a Gift Card to a Referring Customer if that Referring Customer:
 - (a) has not paid any and all outstanding amounts under their electricity or electricity and gas contract;
 - (b) if the Referring Customer transfers to another energy retailer before the Referred Customer's electricity account has been transferred from their previous energy retailer to Red; or
 - (c) terminates their electricity or electricity and gas agreement with Red before the transfer of the Referred Customer's electricity account from their previous energy retailer to Red is completed.
- (3) Once a Referring Customer or a Referred Customer becomes entitled to a Gift Card from Red in accordance with these Terms and Conditions, Red will send one (1) Gift Card by registered post to that Referring Customer or the Referred Customer at their current billing address registered with Red within a reasonable timeframe following the completion of the transfer of the Referred Customer's electricity account to Red.
- (4) If Red cannot offer the Gift Card due to events beyond its reasonable control, it will contact a Referring Customer or a Referred Customer and offer a reasonably comparable substitute to the Gift Card or, in the case of Referred Customers only, to terminate their electricity contract with Red without incurring any exit fees (if applicable).
- (5) A Gift Card will not be replaced by Red if it is damaged, lost or stolen.

4. USE OF GIFT CARDS

- (1) The use of Gift Cards by Referring Customers and Referred Customers is subject to conditions and exclusions issued by Coles Group. For Gift Card full Terms of Use visit www.giftcards.com.au or phone 1300 304 990.
- (2) The Gift Card is valid for 2 years from the date of issue. Referring Customers or Referred Customers can check the expiry date of their Gift Card in-store at the service desk, visiting www.giftcards.com.au or phoning 1300 304 990.
- (3) As at the date of these Terms and Conditions, the Gift Card is redeemable at Myer, Target, Baby Target, Target Country, Kmart, Kmart Tyre & Auto, Coles Supermarkets, Coles Central, Liquorland, Vintage Cellars, 1st Choice Liquor Superstore and Officeworks.
- (4) As at the date of these Terms and Conditions, the Gift Card is not redeemable for any online purchases (including Coles Online, Liquorland Direct, Kmart or Target "Shop from Home" services, Pharmacy Direct, Myer Hampers and gifts online and Officeworks Business Direct), at Coles Express, at Harris Technology, at Kmart New Zealand and Kphoto, any purchases initiated by phone, email, post or fax, for Bill payments (including Service ATM, DEFT, credit card accounts, store accounts and Rentsmart), at Hotels owned by Coles Group companies, at self checkouts and at some sublets and licensees.
- (5) Coles Group is fully responsible and liable for operations of the Gift Card and if a Referring Customer or a Referred Customer has any enquiry or complaint that in any way relates to the Gift Card, the Referring Customer or Referred Customer may contact Coles Group by phoning 1300 304 990.
- (6) The Gift Card cannot be redeemed for cash or used for payments of credit or store accounts.
- (7) If these Terms and Conditions are in any way inconsistent with terms and conditions issued by Coles Group (Other Terms and Conditions), then those Other Terms and Conditions will prevail to the extent of the inconsistency.

5. MISCELLANEOUS



- (1) Notwithstanding any other provision in these Terms and Conditions, except for **clause 3(4)**,
 - (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 any part of this Offer including (without limitation) any time or date in this Offer and these Terms and Conditions.
 - (b) Red Energy may not provide a Gift Card to a Referring Customer or Referred Customer who has not fully complied with these Terms and Conditions; and
 - (c) 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 Gift Card.
- (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.
- (3) The law applying in Victoria, New South Wales, or South Australia or Queensland (depending on where the Referring Customer or Referred Customer is located) 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 Coles Group. Each party acknowledges and agrees that it has no authority to bind the other party.

6. DEFINITIONS

In these Terms and Conditions:

- (1) **Business Days** means a day that is not a Saturday, Sunday or any other day that is a public holiday or bank holiday in the place where an act is to be performed or a payment is to be made;
- (2) **Coles Group** means Coles Group Limited ABN 11 004 089 936 of 800 Toorak Road, Taronga, Victoria 3146;
- (3) **Cooling-Off Period** means in respect of a Referred Customer, 10 Business Days from the day a Referred Customer receives a copy of their Agreement with Red or (where applicable) within such longer period as prescribed by Australian Consumer Law;
- (4) **Customer Account Number** means the unique reference number for a Referring Customers electricity account;
- (5) **Gift Card** means a single \$50.00 Coles Group & Myer gift card issued by Coles Group;
- (6) **Red** or **we** or **us** or **our** means Red Energy Pty. Limited ABN 60 107 479 382 of 2 William Street, Richmond East, Victoria;
- (7) **Referring Customer** has the meaning given to that term in **clause 1(3)(a)**;
- (8) **Referred Customer** has the meaning given to that term in **clause 2(1)**;
- (9) **Referred Person** has the meaning given to that term in **clause 1(3)(b)**; and
- (10) **Terms and Conditions** means these terms and conditions applicable to the Offer.