



## RED ENERGY \$50 GIFT CARD OR 3,500 QANTAS POINTS "REFER A FRIEND" PROMOTION TERMS AND CONDITIONS

*THIS REPLACES THE PREVIOUS RED ENERGY "REFER A FRIEND" OFFER, WHICH HAS BEEN WITHDRAWN*

### 1. THE OFFER & ELIGIBILITY

- (1) Subject to these Terms and Conditions, this \$50 Gift Card or 3,500 Qantas Points "Refer a Friend" offer (**Offer**) is made by Red Energy Pty Ltd ABN 60 107 479 382 of 570 Church Street, Cremorne Victoria 3121 (**Red**).
- (2) The Offer period begins on Thursday 19 December 2019 and is ongoing, unless the Offer is withdrawn earlier under **clause 7(1)(a)(i)**.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, Queensland or Australian Capital Territory (**Referring Customers**); and
  - (b) a new residential customer or returning residential customer that has not held an active electricity account with Red at any time within the immediately preceding twenty-four (24) months, referred to Red by a Referring Customer such as a friend or relative, who is a Victorian, New South Wales, South Australian, Queensland or Australian Capital Territory resident aged 18 years or over (**Referred Person**).
- (4) Red employees will be deemed ineligible to receive a Reward 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 circumstances determined at the complete discretion of Red.
- (5) To redeem Qantas Points in accordance with this Offer, the Referring Customer or Referred Person must:
  - (a) be a Qantas Frequent Flyer member;
  - (b) have a residential Qantas Red plan for the supply of electricity; and
  - (c) have supplied a valid email address to Red.
- (6) 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 in Victoria, New South Wales, South Australia, Queensland or Australian Capital Territory; or
  - (c) subsequently signs up their electricity and gas supply to Red on a market retail contract for a residential premises located in Victoria, New South Wales, South Australia, Queensland or Australian Capital Territory; and
  - (d) their electricity supply has successfully transferred from their previous energy retailer to Red, (**Referred Customer**), will be entitled to receive the Reward from Red.



- (2) For the avoidance of doubt, a Referred Customer is only entitled to receive one (1) Reward, even if a Referred Customer signs up multiple residential premises under **clause 2(1)(b)**.
- (3) 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 the Reward.
- (4) 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.
- (5) There is no limit to the number of people that a Referring Customer can refer to Red and who subsequently become Referred Customers.

### 3. ISSUING OF GIFT CARDS OR QANTAS POINTS

- (1) Red will not provide a Reward to a Referring Customer or a Referred Customer (**Eligible 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) Without limiting **clause 3(1)**, Red will not provide a Reward 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 an Eligible Customer becomes entitled to a Reward from Red in accordance with these Terms and Conditions, Red will send:
  - (a) if the Eligible Customer does not satisfy the requirements of clause 1(5) to be eligible for Qantas Points, a registration email will be sent to their nominated email address which will contain instructions on how to redeem their one (1) \$50 eGift card from either Wish (Woolworths Group – including: Woolworths, Big W, Caltex Woolworths, BWS, Dan Murphy's and Cellarmasters), Myer, David Jones, JB HiFi or The Iconic (**eGift Card**). Redemption will be via a specified link to the Redemption Website and a 8-character, unique alphanumeric code (**Reward Code**) to be used to redeem the selected eGift Card, by a specified date (which will be 3 months from the date an Eligible Customer receives their Reward Code);
  - (b) if the Eligible Customer satisfies the requirements of clause 1(5) to be eligible for Qantas Points, a registration email will be sent to their nominated email address which will contain instructions on how to redeem their choice of either one (1) \$50 eGift Card or 3,500 Qantas Points. Redemption will be via a specified link to the Redemption Website and a Reward



Code to be used to redeem the Reward by a specified date (which will be 3 months from the date an Eligible Customer receives their Reward Code); or

- (c) if an Eligible Customer has not provided Red with an email address, or Red does not have, or has an incorrect email address for, the Eligible Customer, Red will make two (2) attempts to contact the Eligible Customer to obtain an email address and:
  - (i) if successful, Red will send a registration email in accordance with **clause 3(3)(a) or 3(3)(b)**, as the case may be; or
  - (ii) If unsuccessful, Red will send one (1) Coles Group & Myer Gift Card (**Physical Coles Card**) by registered post to that Eligible Customer at their current billing address registered with Red.
- (4) If Red cannot offer the Reward due to events beyond its reasonable control, it will contact an Eligible Customer and offer a reasonably comparable substitute to the Reward.
- (5) A Gift Card will not be replaced by Red if it is damaged, lost or stolen.

#### 4. USE OF REWARD

- (1) eGift Card:
  - (a) Edge Loyalty is responsible and liable for operating the registration and redemption landing pages and fulfilling Eligible Customers' eGift Card. Redemption of the eGift Card is subject to these terms and any terms and conditions specified by Edge Loyalty. If an Eligible Customer has any enquiry that relates to the registration or redemption landing pages or fulfilment of their eGift Cards, they should contact Edge Loyalty on 1300 737 968 for assistance.
  - (b) Eligible Customers have 3 months to use the Rewards Code to redeem their choice of eGift Card from the Redemption Website.
  - (c) The selected eGift Card will be emailed to the nominated email address provided by the Eligible Customer at the time of redemption.
  - (d) If Red deems that an Eligible Customer has acted fraudulently in claiming their eGift Card by supplying duplicate receipts or engaging in other fraudulent activity, Red reserves the right at its sole discretion not to process their eGift Card.
- (2) Physical Coles Card:
  - (a) Edge Loyalty is responsible for fulfilling a Physical Coles Card, where Red does not have an Eligible Customer's email address (refer to clause 3(3)(c)).
  - (b) Conditions and exclusions apply. For full Terms of Use visit <https://www.giftcards.com.au/CMS/Page/giftcardtermsfuse> or phone 1300 304 990.
  - (c) The Physical Coles Card is valid for 3 years from the date of issue. Eligible Customers can check the expiry date of their Gift Card in-store at the service desk, visiting <https://www.giftcards.com.au/checkbalance> or phoning 1300 304 990.
  - (d) As at the date of these Terms and Conditions, the Physical Coles Card is redeemable at Coles Supermarkets, Coles Central, Coles Express, Myer, Target, Kmart, Officeworks, Liquorland, Vintage Cellars, and 1st Choice Liquor.
  - (e) As at the date of these Terms and Conditions, the Physical Coles Card cannot be used for:
    - (i) online purchases where not accepted by a retailer;
    - (ii) purchases initiated by phone, email, post or fax;
    - (iii) Service ATMs;
    - (iv) bill payments, including credit card accounts and store accounts;
    - (v) purchases at hotels owned by Coles Group companies; and



- (vi) purchases of gift cards.
  - (f) Coles Group is fully responsible and liable for operations of the Coles Group & Myer Gift Card and if an Eligible Customer has any enquiry or complaint that in any way relates to the Coles Group & Myer Gift Card, the Eligible Customer may contact Coles Group by phoning 1300 304 990.
  - (g) The Physical Coles Cardt Card cannot be redeemed for cash or used for payments of credit or store accounts.
  - (h) 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.
- (3) Qantas Points:
- (a) We will arrange for the Qantas Points that an Eligible Customer is eligible for under these Terms and Conditions (including the requirements in **clause 1(5)**) to be credited to that Eligible Customer's Qantas Frequent Flyer Membership account within a reasonable timeframe.
  - (b) We are not responsible thereafter for the manner in which Qantas Points are credited or any characteristics of those points.
  - (c) Any Qantas Points than an Eligible Customer is eligible for under these Terms and Conditions are not exchangeable, transferable or redeemable for cash.
  - (d) You must be a Qantas Frequent Flyer member to earn Qantas points. A joining fee usually applies, however Red customers can join for free at <https://www.redenergy.com.au/qantas/residential>. Membership and points are subject to the Qantas Frequent Flyer program [terms and conditions](#), which are subject to change.

## 5. DIGITAL REWARDS TERMS AND CONDITIONS

- (1) These terms and conditions of use apply to Reward Codes and eGift Cards issued by Edge Loyalty on the Redemption Website.
- (2) A Reward Code may be used to Redeem a valid eGift Card for goods or services at nominated retailers (either Wish (Woolworths Group), Myer, David Jones, JB HiFi or The Iconic) in Australia when the eGift Card has sufficient value to make the purchase within the applicable usage period.
- (3) Each Rewards Code must be Redeemed for a selected eGift Card at the participating retailer (either Wish (Woolworths Group), Myer, David Jones, JB HiFi or The Iconic).
- (4) An Eligible Customer's Reward Code must be activated on the Redemption Website. The Eligible Customer's Reward Code will be sent to the email address to Red on sign up. An Eligible Customer's Reward Code expires 3 months from the date the Eligible Customer receives the Reward Code. Once a Reward Code is activated and an Eligible Customer selects their eGift Card, the eGift card will be emailed to the Eligible Customer's nominated email address.
- (5) A Reward Code must be activated within 3 months of it being received by an Eligible Customer. If a Reward Code is not activated during this time period, the Reward Code and the eGift Card will be forfeited.
- (6) eGift Cards that are not activated or redeemed within the designated time frame cannot be re-activated, extended or refunded in any way.
- (7) Each eGift Card may be subject to specific terms and conditions as set out on their specific websites. See <https://www.redreferafriend.com.au> and <https://www.redreferafriendQantas.com.au>, for our redemption processes, terms and conditions of this Offer and instructions of use which may vary across different eGift Cards.



- (8) eGift Cards cannot be redeemed for cash, reloaded, returned for a refund, have their balances consolidated to a new gift card or eGift card, or be replaced after expiry and are not legal tender, account cards, credit or debit cards or securities.
- (9) If an eGift Card is lost, or an Eligible Customer suspects an unauthorised transaction, the Eligible Customer must immediately report this by calling the retailer the Eligible Customer has chosen as their eGift Card. Edge Loyalty is not able to control the eGift Card once the Reward Code has been redeemed. Edge Loyalty are however able to resend an eGift Card email containing the voucher if it has been deleted or not received by the Eligible Customer.
- (10) If an Eligible Customer has a query or complaint about an eGift Card, the Eligible Customer should contact Edge Loyalty immediately. Edge Loyalty is not liable for the availability, quality or fitness for purpose of any goods or services purchased with an eGift Card.
- (11) Where there has been incorrectly processed transaction in relation an eGift Card, the Eligible Customer should contact the store where the transaction was made. Edge Loyalty is unable to reverse any approved transactions.
- (12) Edge Loyalty is committed to safeguarding the information that is provided to it. When an Eligible Customer redeems their Reward Code, Edge Loyalty will collect information that is required to administer the eGift Card. This information is collected solely to support the administration of the eGift Card. For more information on Edge Loyalty's privacy practices visit <https://www.edgepri.com/en/privacy-policy>.

## 6. PRIVACY

- (1) Eligible Customers' Personal Information will be used and disclosed to third parties (including, without limitation, Edge Loyalty and Qantas) for the purpose of conducting this offer (including but not limited to using an Eligible Customer's email address or mobile number to send them emails about this offer and to send them their Reward Code), updating our records and keeping Eligible Customers' contact details up to date, and any related or ancillary purposes. Red will otherwise handle Eligible Customers' Personal Information in accordance with its Privacy Policy at: <https://www.redenergy.com.au/privacy-policy/>.
- (2) 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 Reward from Red, in accordance with these Terms and Conditions.

## 7. 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 may not provide a Reward to an Eligible 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 Reward.
- (2) If Red suspends, withdraws or varies these terms and conditions under **clauses 7(1)(a)(i)** or **clause 7(1)(a)(ii)** Red will promptly publish such suspension, withdrawal or variation on its Website.
- (3) The law applying in Victoria, New South Wales, South Australia, Queensland or Australian Capital Territory (depending on where the Eligible 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, Edge Loyalty and Coles Group. Each party acknowledges and agrees that it has no authority to bind the other party.

## 8. DEFINITIONS

In these Terms and Conditions:

- (1) **Business Day** 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 Customer's electricity account;
- (5) **Edge Loyalty** means Edge Loyalty Pty Ltd ABN 96 138 299 288;
- (6) **eGift Card** is defined in **clause 3(3)**;
- (7) **Eligible Customer** is defined in **clause 3(1)**;
- (8) **Gift Card** means:
  - (a) a Physical Coles Card; or
  - (b) an eGift Card;
- (9) **Red** or **we** or **us** or **our** means Red Energy Pty. Limited ABN 60 107 479 382 of 570 Church Street, Cremorne Victoria 3121;
- (10) **Redeem** or **Redemption** means to enter the Reward Code on a Redemption Website to Redeem a selected eGift Card;
- (11) **Redemption Website** means <https://www.redreferafriend.com.au> or <https://www.redreferafriendqantas.com.au> (as applicable);
- (12) **Referring Customer** has the meaning given to that term in **clause 1(3)(a)**;
- (13) **Referred Customer** has the meaning given to that term in **clause 2(1)**;
- (14) **Referred Person** has the meaning given to that term in **clause 1(3)(b)**;
- (15) **Reward** means:
  - (a) one (1) \$50 Gift Card; or
  - (b) if the Eligible Customer satisfies the requirements in clause 1(5), the choice of:
    - (i) one (1) \$50 Gift Card; or
    - (ii) 3,500 Qantas Points.
- (16) **Reward Code** means the single use, 8-character, unique alphanumeric code used to Redeem a selected eGift Card on a Redemption Website, as also described in **clause 3(3)**; and
- (17) **Terms and Conditions** means these terms and conditions applicable to the Offer.