



**RED ENERGY REWARDS® OFFER TERMS AND CONDITIONS
(VICTORIA & NEW SOUTH WALES) AS AT 6 August 2018**

This updates the Living Energy Red Energy Rewards® Program Offer by extending the offer.

1. THE OFFER & ELIGIBILITY

- (1) Subject to these Terms and Conditions, this Offer is made by Red Energy and is valid for the Offer Period.
- (2) The Offer is available to all New Customers and Existing Customers who, during the Offer Period, signs up to Red under one of the following eligible electricity products:
 - (a) Living Energy Saver; or
 - (b) Living Energy Saver Green,

(**Energy Agreement**), and who do not subsequently terminate that Energy Agreement with Red during the Cooling-Off Period (**Eligible Customer**).

2. ACCESSING THE RED ENERGY REWARDS® PROGRAM AND ISSUING THE RED ENERGY REWARDS® BOOK

- (1) Red will provide an Eligible Customer access to the Red Energy Rewards® Program by sending one Red Energy Rewards® Book (**First Red Energy Rewards® Book**) by regular post to the Eligible Customer to accompany the Eligible Customer's Welcome Pack, at the Eligible Customer's registered billing address. The Welcome Pack will also include information on how an Eligible Customer may access the Red Energy Rewards® Program via the Website.
- (2) The Red Energy Rewards® Book will be issued to, and in the name of, the Primary Account Holder.
- (3) Red will send a second Red Energy Rewards® Book (**Second Red Energy Rewards® Book**) by regular post to the Eligible Customer at the Eligible Customer's current registered billing address on the one-year anniversary of the Eligible Customer's Energy Agreement, provided that the Eligible Customer has not:
 - (a) terminated their Energy Agreement prior to the Expiry Date of the First Red Energy Rewards® Book; or
 - (b) submitted a request with another energy retailer to transfer their electricity account, from Red to that other energy retailer.
- (4) Notwithstanding **clauses 2(1)** and **2(3)**, if Red cannot offer the Red Energy Rewards® Program (or any part of the Red Energy Rewards® Program), it will contact Eligible Customers and offer a reasonably comparable substitute.

3. USE OF THE RED ENERGY REWARDS® PROGRAM

- (1) The use of the Red Energy Rewards® Program is subject to terms and conditions issued by Entertainment Publications and Participating Retailers. For full terms of use visit <http://redenergy.frequent-values.com.au/> or phone 1800 008 553.



- (2) Entertainment Publications is fully responsible and liable for operations of and offers available under the Red Energy Rewards® Program (including offers on the Website and in the Red Energy Rewards® Book) and if an Eligible Customer has any enquiry or complaint that in any way relates to the Red Energy Rewards® Program, the Eligible Customer may contact Entertainment Publications on 1800 008 553.
- (3) If these Terms and Conditions are in any way inconsistent with terms and conditions issued by Entertainment Publications or any other Participating Retailer (**Other Terms and Conditions**), then those Other Terms and Conditions will prevail to the extent of the inconsistency.
- (4) The Eligible Customer's access to the Red Energy Rewards® Program will cease on the sooner of:
 - (a) the Expiry Date of Red Energy Rewards® Book (being either the Expiry Date of the First Red Energy Rewards® Book or the Expiry Date of the Second Red Energy Rewards® Book, as the case may be); or
 - (b) the Eligible Customer ceasing to have an Energy Agreement with Red.
- (5) The Red Energy Rewards® Program is non-transferable and cannot be redeemed for cash.
- (6) An Eligible Customers must use the Red Energy Rewards® Program in accordance with the instructions and information in the Red Energy Rewards® Book or on the Website.
- (7) An Eligible Customer acknowledges and agrees that:
 - (a) the methods for purchasing a Participating Retailer's goods and/or services is determined by that Participating Retailer in its sole and absolute discretion; and
 - (b) it is responsible and liable for the payment of any and all postage, delivery, transport and other associated charges that in any way relates to the purchase of goods and/or services from Participating Retailers as part of the **Red Energy Rewards®** Program.

4. MISCELLANEOUS

- (1) Notwithstanding any other provision in these Terms and Conditions, except for clause 2(4), Red may
 - (a) withdraw, suspend or cancel all or any part of this Offer for any reason at any time; and/or
 - (b) to 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.
- (2) Red will not provide access to the Red Energy Rewards® Program (whether access to Website or provision of the Red Energy Rewards® Book, or both) to any Eligible Customer who has not fully complied with these Terms and Conditions.
- (3) 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 Red Energy Rewards® Program, the Red Energy Rewards® Book or the Website.

- (4) The law applying in the State or Territory in which the Eligible Customer's supply address is located applies to this Offer and these Terms and Conditions.
- (5) If Red withdraws, suspends, cancels or varies any of these Terms and Conditions or the Offer in accordance with clause 4(1), Red will promptly publish the withdrawal, suspension, cancellation or variation on the Red Energy website at www.redenergy.com.au.

5. 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) **Benefits** means the benefits, discounts, promotions and offers provided by Participating Retailers as part of the Red Energy Rewards® Program;
- (3) **Cooling-off Period** means 10 Business Days from the day an Eligible Customer receives a copy of their energy supply agreement, or (if applicable) within such longer period as prescribed the Australian Consumer Law;
- (4) **Date of Issue** means the date the Red Energy Rewards® Book is received by the Eligible Customer from Red;
- (5) **Eligible Customer** is as defined in **clause 1(2)**;
- (6) **Energy Agreement** is as defined in **clause 1(2)**;
- (7) **Entertainment Publications** means Entertainment Publications Australia Pty Limited ABN 85 065 011 903 of 55 Herbert Street, Artarmon NSW 2064;
- (8) **Existing Customer** means any existing residential customer of Red in Victoria or New South Wales or any existing Small Business Customer of Red in Victoria or New South Wales, who is not bound by an electricity contract with a Fixed Benefit Period or any other electricity contract with Red that has a 2 year fixed term and is the Primary Account Holder;
- (9) **Expiry Date** means the expiry date printed on the vouchers and Rewards Card in the Red Energy Rewards® Book, which must not be less than 6 calendar months from the Date of Issue;
- (10) **Fixed Benefit Period** means the fixed period of time during which Red agrees to provide certain discounts or other rewards to a customer under an energy supply contract, as specified in that contract;
- (11) **New Customer** means any new residential consumer or a Small Business consumer who does not have an energy supply contract with Red;
- (15) **Offer** means this Red Energy Rewards® Program offered by Red;



- (16) **Offer Period** means the period from 10 May 2017 up to and including 31 December 2018, unless the Offer is withdrawn earlier by Red in accordance with **clause 4(1)**;
- (17) **Participating Retailer** means a third party retailer of goods and/or services who has entered into an agreement with Entertainment Publications to provide those goods and/or services at discounted and promotional rates as set out in the list of participating retailers published by Entertainment Publications in the Red Energy Rewards® Book or as published on the Website;
- (18) **Primary Account Holder** means the person who is the person primarily responsible for the energy account with Red;
- (19) **Red Energy Rewards® Program** means discounts and promotional rates that can be accessed either through vouchers in the Red Energy Rewards® Book, downloading vouchers from a dedicated Website or by showing a Rewards Card at Participating Retailers;
- (20) **Red** means Red Energy Pty Limited ABN 60 107 479 382 of 570 Church Street, Cremorne, Victoria, 3121;
- (21) **Red Energy Rewards® Book** means the rewards book published by Entertainment Publications, containing the Benefits and Rewards Card;
- (22) **Rewards Card** means the card issued by Entertainment Publications that allows members to enjoy discounts and promotional offers for goods/or services offered by Participating Retailers as part of the Red Energy Rewards® Program. The Rewards Card will be issued with the Red Energy Rewards® Book;
- (23) **Second Red Energy Rewards® Book** is as defined in **clause 2(3)**;
- (24) **Small Business** means a business that consumes less than 40MWh of electricity per annum if the business is located in Victoria and 100MWh per annum if the business is located in New South Wales;
- (25) **Terms and Conditions** means these terms and conditions applicable to the Offer;
- (26) **Website** means <http://redenergy.frequent-values.com.au/>; and
- (27) **Welcome Pack** means the letter and accompanying information issued by Red to an Eligible Customer confirming that Red is now responsible for the electricity retail services to the premises under their Energy Agreement.