



**RED ENERGY REWARDS® PROGRAM OFFER TERMS AND
CONDITIONS (VICTORIA & NEW SOUTH WALES) AS AT 13
NOVEMBER 2018**

This replaces the Red Energy Rewards® Program Offer, which was withdrawn on 12 November

1. RED ENERGY REWARDS® OFFER

- (1) Subject to these Terms and Conditions, this Offer is made by Red Energy and is valid for the Offer Period.
- (2) The Promoter is responsible for the administration and operation of the Red Energy Rewards® Program on our behalf.
- (3) For all enquiries associated with the administration and operation of the Red Energy Rewards® Program, please contact the Promoter's customer service center during business hours (AEST) by telephone or in writing:
 - (a) Phone: 1800 008 553; or
 - (b) Email: onlineservice@entertainmentbook.com.au

2. ELIGIBILITY

The Offer is available to all new and existing customers of ours in eligible areas NSW and VIC who sign up with us under one of the following eligible electricity products during the Offer Periods:

- (1) Living Energy Saver; or
- (2) Living Energy Saver Green,

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

3. ACCESSING THE RED ENERGY REWARDS® PROGRAM

- (1) On sign up:
 - (a) if an Eligible Customer opts in to receiving electronic communications from us, then the Eligible Customer will be provided with information on how to access and register for the Red Energy Rewards® Program via the Website in their Welcome Pack; and
 - (b) if an Eligible Customer does not opt in to receiving electronic communications from us, then the Eligible Customer will be provided with:
 - (I) information on how to access and register for the Red Energy Rewards® Program via the Website; and
 - (II) Red Energy Rewards® Book, as part of their Welcome Pack.
- (2) We may terminate a Member's membership of the Red Energy Rewards® Program if the Member does not comply with these Terms and Conditions, any Offer Terms or the Promoter's Terms of Use.
- (3) A Member's membership in the Red Energy Rewards® Program automatically ends if:
 - (a) a Member is no longer a customer of ours, including where a Member's Energy Agreement is terminated for any reason;
 - (b) a Member is no longer on an eligible product with us (eligible products are described in **clauses 2(1) and 2(2)** or switches to another retailer; or
 - (c) we withdraw the Offer under **clause 7(1)(a)(I)**. If we withdraw the offer under **clause 7(1)(a)(I)**, we will provide you with notice of such withdrawal in accordance with the applicable energy regulations and also place a notice on our website www.redenergy.com.au and the Website.
- (4) Notwithstanding **clause 3(1)**, if we cannot offer the Red Energy Rewards® Program (or any part of the Red Energy Rewards® Program), we will contact Eligible Customers or Members and offer a reasonably comparable substitute.

4. CHANGES TO BENEFITS

- (1) All Benefits available from the Red Energy Rewards® Program are accessible via the Website and/or Red Energy Rewards® Book (if you are eligible for such book). The Benefits are subject to availability and to the Offer Terms. If there is any inconsistency between the Offer Terms, these Terms and Conditions and the Promoter's Terms of Use, the Offer Terms shall prevail.
- (2) Much of the information on the Website is provided by Participating Partners. Whilst the Promoter believes that Participating Partners are reliable sources of this information, we will not be responsible for the accuracy or currency of such information.
- (3) Participating Partners may change, modify, withdraw or cancel their respective Benefits from the Red Energy Rewards® Program at any time. We will, through the Promoter, endeavor to provide you with as much notice as possible via the Website of any change but we will not be liable to any person for failure to provide such notice.

5. USE OF THE RED ENERGY REWARDS® PROGRAM

- (1) By becoming a Member of the Red Energy Rewards® Program a Member agrees to comply with, and be bound by, these Terms and Conditions, the Promoter's Terms of Use and the Offer Terms.
- (2) A Member may not use the Red Energy Rewards® Program for any purpose that is unlawful or prohibited by these Terms and Conditions or the Promoter's Terms of Use, or to solicit the performance of any illegal activity or other activity, which infringes the rights of us, the Promoter or others.
- (3) The Red Energy Rewards® Program is non-transferable and cannot be redeemed for cash.
- (4) A Member 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;
 - (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; and
 - (c) that we are not a party to any transaction you make with a Participating Partner arising out of your acceptance of any related Offer Terms or Benefit, and shall not be responsible for or liable in any way in relation to that transaction or Benefit.
- (5) We may refer you to third party websites on the Website. We have no influence on the design and content of those third party websites. We or the Promoter will not be liable for the contents of any linked pages of third parties to the Website.

6. PRIVACY

We collect information from you when you became a Member and/or use the Website such as your name, membership number and program usage (including but not limited to, your usage history, your buying history (including but not limited to, your purchases, total amount (\$) spend and total amount (\$) saved)), your opinions, product preferences, products viewed and other usage history. This information will be used for the purposes of providing you with the full range of services available through the Website under the Red Energy Rewards® Program, to manage our relationship and your information with the Promoter and to use your information for complaint handling purposes, auditing purposes, research purposes, product development, to develop target marketing which we think may be of interest to you and/or to retain you as a customer of ours. The Promoter will provide us with information it collects from the Website (as stated above), so that we can use that information for the purposes stated in this **clause 6**. We are committed to protecting your privacy and the personal information of Members in accordance with the *Privacy Act 1988* (Cth), including the Australian Privacy Principles. For further information, please phone us on 131 806 or to receive a copy of our privacy policy (which is also available at www.redenergy.com.au/privacy). Our privacy policy also sets out details on disclosures we may make to our related companies, service providers, government and regulatory authorities and professional advisers, how you may access and correct your personal information, and how complaints may be made and will be handled.

7. 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 any part of this Offer, including (without limitation) any time or date in this Offer and these Terms and Conditions; and
 - (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 Red Energy Rewards® Program or the Website.
- (2) If Red suspends, withdraws or varies these terms and conditions under **clause 7(1)(a)**, Red will promptly publish such suspension, withdrawal or variation on its website (at <https://www.redenergy.com.au/terms-and-conditions/>), the 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 the Red Energy Rewards® Program on the website as reference for customers who may continue to be on the offers.
- (3) If any terms or clause of these Terms and Conditions is or becomes invalid or is unenforceable, then the other terms will remain valid and in effect.
- (4) Nothing in these terms and conditions is intended to create a partnership, joint venture or agency relationship between us, the Promoter or any Participating Partner.
- (5) 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.

8. DEFINITIONS

In these terms and conditions:

- (1) **Benefit** means the discounts, special offers and other benefits provided by Participating Partner to the Promoter for the benefit and use of Members;
- (2) **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;
- (3) **Eligible Customer** has the meaning given to that term in **clause 2**;
- (4) **Launch Date** means 13 November 2018;
- (5) **Member** means an Eligible Customer who has completed the registration process for the Red Energy Rewards® Program via the Website (which includes the acceptance of these Terms and Conditions and the Promoter's Terms of Use) or an Eligible Customer who has received a Red Energy Rewards® Book;
- (6) **Offer** means this Red Energy Rewards® Program offered by Red;
- (7) **Offer Period** means the period on and from the Launch Date up to and including the date on which the Red Energy Rewards® Program is withdrawn or suspended in accordance with **clause 7(1)(a)(i)**;
- (8) **Offer Terms** means any terms and conditions specified on the Website or Participating Partner website in relation to a specific Benefit;
- (9) **Participating Partner** means a supplier of Benefits that are made available to Members via the Red Energy Rewards® Program in respect of which various discounts, special offers and other benefits may be claimed by Members subject to any conditions determined by those retailers;
- (10) **Promoter** means Entertainment Publications Australia Pty Limited ABN 85 065 011 903 of 55 Herbert Street, Artarmon NSW 2064;
- (11) **Promoter's Terms of Use** means the Promoter's terms of use applicable to Members':
 - (a) use of the Website, including the Promoter's Website terms of use, privacy collection statements and policies, as provided on the Website;
 - (b) use of the Red Energy Rewards® Book, which can be found <https://redenergy.frequentvalues.com.au/Rules-of-Use>
- (12) **Red Energy Rewards® Book** means the rewards book published by Entertainment Publications, containing the Benefits;
- (13) **Red Energy Rewards® Program** means the shopping program that allows Members to obtain Benefits by shopping with Participating Partners through the Website and through the Red Energy Rewards® Book;
- (14) **Red** or **we** or **our** or **us** means Red Energy Pty Limited ABN 60 107 479 382 of 570 Church Street,



Cremorne, Victoria, 3121;

- (15) **Terms and Conditions** means these terms and conditions in respect of the Red Energy Rewards® Program;
- (16) **Website** means the Red Energy Rewards® Program website hosted, operated and maintained by the Promoter for the benefit of us which can be accessed via <https://redenergy.frequentvalues.com.au/>; and
- (17) **Welcome Pack** means the letter and accompanying information issued by us to an Eligible Customer:
 - (a) if the Eligible Customer is a new customer of ours, confirming that we are now responsible for the electricity retail services to the premises under their Energy Agreement; or
 - (b) if the Eligible Customer is an existing customer ours, confirming their new Energy Agreement us.