



# RED ENERGY REWARDS™ OFFER TERMS AND CONDITIONS FOR TRANSFERRED LUMO ENERGY CUSTOMERS ELIGIBLE FOR LUMO AMEEGO™

AS AT 11 JUNE 2016

*This replaces the Lumo Ameego™ offer for eligible Lumo Energy Customers who have been transferred from to Red Energy.*

## 1. THE OFFER & ELIGIBILITY

- (1) Subject to these Terms and Conditions, this Offer is made by Red and is valid until there is no longer an Eligible Customer who has is entitled to access to the Red Energy Rewards™ Program under these Terms and Conditions.
- (2) The Red Energy Rewards™ Program is available to all Lumo Energy Customers who have been transferred to Red Energy and were eligible for the Lumo Ameego™ offer under their energy product with Lumo Energy (**Eligible Customer**).

## 2. ACCESSING THE RED ENERGY REWARDS PROGRAM™ AND ISSUING THE RED ENERGY REWARDS™ BOOK

### 2.1 Eligible Customer who have previously activated their Lumo Ameego™ offer

- (1) For an Eligible Customer who has activated their Lumo Ameego™ offer, Red will provide that Eligible Customer with access the Red Energy Rewards™ Program, by sending them one Red Energy Rewards™ Book by regular post to that Eligible Customer to accompany that Eligible Customer's Welcome Letter, at the Eligible Customer's registered billing address and a Red Energy Rewards™ Book on each anniversary date thereafter until Red launches a new Mobile App, which will replace the Red Energy Rewards™ Book, as the tool for access to the Red Energy Rewards™ Program.
- (2) The Welcome Letter will also include information on how the Eligible Customer may access the Red Energy Rewards Program™ via the Website and Mobile Site.
- (3) An Eligible Customer under this clause 2.1, will have access to the Red Energy Rewards™ Program until:
  - (i) that Eligible Customer is no longer a customer Red or has otherwise submitted a request with another energy retailer to transfer their electricity, from Red to that other energy retailer; or



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- (ii) that Eligible Customer signs up to a new Red product which is not eligible for this Offer.
- (4) The Red Energy Rewards™ Book will be issued to, and in the name of, the Primary Account Holder.
- (5) Notwithstanding clauses 2.1(1), 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.

### **2.2 Eligible Customer who have not previously activated their Lumo Ameego™ offer**

- (1) For an Eligible Customer who has not activated their Lumo Ameego™ offer, Red will provide that Eligible Customer with access the Red Energy Rewards™ Program (excluding the Red Energy Rewards™ Book, but including any Mobile App that is later developed as the tool for access to the Red Energy Rewards™ Program), by providing details of how to access the Red Energy Rewards™ Program in the Eligible Customer's Welcome Letter. In the Welcome Letter Red will also advise the Eligible Customer that should they wish to receive a Red Energy Rewards™ Book, then the Eligible Customer should contact Red.
- (2) If an Eligible Customer contacts Red to request a Red Energy Rewards™ Book, Red will send that Red Energy Rewards™ Book to the Eligible Customer within a reasonable time period of the request, at the Eligible Customer's registered billing address and a Red Energy Rewards™ Book on each anniversary date of the Eligible Customer's request until Red launches a new Mobile App, which will replace the Red Energy Rewards™ Book, as the tool for access to the Red Energy Rewards™ Program.
- (3) An Eligible Customer under this clause 2.2, will have access to the Red Energy Rewards™ Program until:
  - (i) that Eligible Customer is no longer a customer Red or has otherwise submitted a request with another energy retailer to transfer their electricity, from Red to that other energy retailer; or
  - (ii) that Eligible Customer signs up to a new Red product which is not eligible for this Offer.
- (4) The Red Energy Rewards™ Book will be issued to, and in the name of, the Primary Account Holder.
- (5) Notwithstanding clauses 2.2(1), 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 [www.redenergy.frequent-values.com.au](http://www.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 Red Energy Rewards™ Program is non-transferable and cannot be redeemed for cash.
- (5) An Eligible Customer must use the Red Energy Rewards™ Program in accordance with the instructions and information in the Red Energy Rewards™ Book or on the Website.
- (6) The 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) the Eligible Customer 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.

**4. MISCELLANEOUS**

- (1) Notwithstanding any other provision in these Terms and Conditions, except for clause 2.1(5) and 2.2(5), 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.



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- (2) Red will not provide access to the Rewards Energy Rewards™ Program (whether access to Website, Mobile, Mobile App or provision of the Red Energy Rewards™ Book, or all) to any Eligible Customer who has not fully complied with these Terms and Conditions; and
- (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 (including the Website, Mobile Site, (any) Mobile App or the Red Energy Rewards™ Book).
- (4) The law applying in New South Wales applies to this Offer and these Terms and Conditions.
- (5) If Red withdraws, suspends, cancels or varies any of these Terms and Conditions in accordance with clause 4(1), Red will promptly publish such suspension, cancellation or variation on Red's website at [www.redenergy.com.au](http://www.redenergy.com.au).

### 5. DEFINITIONS

In these Terms and Conditions:

- (1) **Benefits** means the benefits, discounts, promotions and offers provided by Participating Retailers as part of the Red Energy Rewards Program;
- (2) **Eligible Customer** is as defined in clause 1(2);
- (3) **Entertainment Publications** means Entertainment Publications Australia Pty Limited ABN 85 065 011 903 of 55 Herbert Street, Artarmon NSW 2064;
- (4) **Lumo Energy** means Lumo Energy Australia Pty Ltd ABN 69 100 528 327 of Level 3/565 Bourke St, Melbourne VIC 3000;
- (5) **Lumo Energy Customers** means residential customers in New South Wales who signed up their electricity or electricity and gas accounts to Lumo Energy;
- (6) **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;
- (7) **Primary Account Holder** means the person who is primarily responsible for the energy account with Red;



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- (8) **Red** means Red Energy Pty Limited ABN 60 107 479 382 of 2 William Street, Richmond East, Victoria; and
- (9) **Red Energy Rewards™ Book** means the rewards book published by Entertainment Publications containing the Benefits and Rewards Card;
- (10) **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, Mobile Site, by Rewards Card at Participating Retailers or any developed Mobile App (depending on an Eligible Customer's eligibility as detailed in clause 2);
- (11) **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 Card will be issued with the Red Energy Rewards™ Book;
- (12) **Terms and Conditions** means these terms and conditions applicable to the Offer;
- (13) **Website** means <http://redenergy.frequent-values.com.au>; and
- (14) **Welcome Letter** means the letter and accompanying information issued by Red to an Eligible Customer confirming that Red is now responsible for electricity or electricity and gas retail services to their premises.