



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

1. THE OFFER & ELIGIBILITY

- (1) Subject to these Terms and Conditions, this \$50 Coles Group & Myer Gift Card "Solar and Battery Storage Refer a Friend" offer (Offer) is made by Red Energy PTY. Ltd ABN 60 107 479 382 of 570 Church Street Richmond East, Victoria.
- (2) The Offer commences at 9.00am Melbourne time on Tuesday 1 May 2018 and expires at 8.30pm Melbourne time on Tuesday 31 December 2019, unless the Offer is withdrawn earlier under clause 5(1)(a)(i).
- (3) This Offer is available to:
 - (a) residential customers who have installed a Red Energy solar and/or battery storage system in Victoria or New South Wales (Referring Customer); and
 - (b) a new residential solar and/or battery storage customer in Victoria or New South Wales who is referred to Red by a Referring Customer such as a friend or relative (Referred Person).
- (4) 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 another piece of personal information (i.e. address or phone number) during the quote process, prior to agreeing to a system supply and installation contract for a solar system and/or battery storage; and
 - (b) subsequently agrees to a supply and installation contract for a solar system and/or battery storage, installs and pays for that solar system and/or battery storage in full, becomes a (Referred Customer), and 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.
- (2) Subject to clause 2 (1)(a)(3), if a Referred Person becomes a Referred Customer under clause 2(1) and satisfies the requirements under clause 3(1), the Referring Customer whose name and details were quoted under clause 2(1)(a) will be entitled to receive one (1) Gift Card from Red.
- (3) A Referred Customer who satisfies the requirements in clause 2(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 until the Referred Customer's solar and/or battery storage system(s) are fully installed and paid for;
- (2) Red will not provide a Gift Card to a Referring Customer if that Referring Customer:
 - (a) purchases a property that has an existing Red solar and/or battery storage system;
 - (b) if the Referring Customer or Referred Customer, as the case may be, is in breach of these Terms and Conditions in any way.
- (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's registered billing address within a reasonable timeframe following the completion of the referred Customer's installation and upon receipt of final payment.
- (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.
- (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. Coles Group & Myer Gift Card: Conditions and exclusions apply. For full Terms of Use visit giftcards.com.au or phone 1300 725 159.
- (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 725 159.
- (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 725 159.
- (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 or New South Wales (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) Coles Group means Coles Group Limited ABN 11 004 089 936 of 800 Toorak Road, Taronga, Victoria 3146;
- (2) Gift Card means a single \$50.00 Coles Group & Myer gift card issued by Coles Group;
- (3) Red or we or us or our means Red Energy Pty. Limited ABN 60 107 479 382 of 570 Church Street, Richmond East, Victoria;
- (4) Referring Customer has the meaning given to that term in clause 1(3)(a);
- (5) Referred Customer has the meaning given to that term in clause 2(1);
- (6) Referred Person has the meaning given to that term in clause 1(3)(b); and
- (7) Terms and Conditions means these terms and conditions applicable to the Offer.