



TERMS AND CONDITIONS

RED ENERGY COMMUNITY SAVER OFFER

AS AT 1 JANUARY 2016

1. DEFINITIONS

In these Terms and Conditions:

- (1) “**Agreement**” means a market retail contract between a Customer and Red Energy for the supply of their Energy;
- (2) “**Benefits**” means the benefits, discounts, promotions and offers provided by Participating Retailers as part of the Program;
- (3) “**Business Days**” means a day that is not a Saturday, Sunday or any other day that is a public holiday or bank holiday Victoria;
- (4) “**Cooling-off Period**” means 10 Business Days from and including the date on which the Customer receives a copy of their Agreement;
- (5) “**Date of Issue**” means the date the Red Energy Rewards™ Book is received by the Eligible Customer from Red;
- (6) “**Eligible Customer**” is as defined in **clause 3** of these Terms and Conditions;
- (7) “**Energy**” means electricity;
- (8) “**Energy Account**” means the account with Red Energy for the supply of Energy to a Customer at a Supply Address;
- (9) “**Entertainment Publications**” means Entertainment Publications Australia Pty Limited ABN 85 065 011 903 of 55 Herbert Street, Artarmon NSW 2064;
- (10) “**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;
- (11) “**Hepburn Wind Community Fund**” means the Hepburn Wind Community Fund, a community fund established by Hepburn Community Wind Park Co-Operative Ltd to provide financial support to community groups and organisations within the Hepburn and Moorabool Shires in Victoria that are working to build a vibrant and sustainable community.
- (12) “**New Customer**” means a Victoria Residential Customer, who during the Offer Period requests that Red Energy:
 - (a) energises a new residential Supply Address in Victoria; or



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- (b) transfer the NMI for their Supply Address from their previous energy retailer to Red Energy,
- for the purposes of Red Energy supplying them with electricity at that Supply Address;
- (13) “**NMI**” means the national electricity meter identifier which is the unique identifying mark that identifies a Residential Customer’s Supply Address;
- (14) “**Offer**” means this ‘Red Energy Community Saver’ offer, as described in these Terms and Conditions;
- (15) “**Offer Period**” means the period commencing on 1 January 2016 up to and including 31 June 2016, unless the Offer is withdrawn earlier by Red Energy, in which case it will be published by Red Energy on its website at www.redenergy.com.au;
- (16) “**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;
- (17) “**POTD**” means the Red Energy Pay on Time Discount, as defined in the Red Energy National Customer Charter;
- (18) “**Primary Account Holder**” means the person who, during the process of becoming a customer of Red, advises Red that they will be the person primarily responsible for the Energy Account;
- (19) “**Program**” means discounts and promotional rates that can be accessed either through vouchers, downloading vouchers from a dedicated Website or by showing frequent values card at Participating Retailers;
- (20) “**Red Energy**” means Red Energy Pty Limited ABN 60 107 479 382 of 2 William Street, Richmond East, Victoria;
- (21) “**Red Energy Rewards™ Book**” means the rewards book published by Entertainment Publications containing the Benefits and Rewards Card;
- (22) “**Red Energy’s Customer Charter**” means the Red Energy National Customer Charter (as applicable) published on the Red Energy website at www.redenergy.com.au/customercharter
- (23) “**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 Program;
- (24) “**Residential Customer**” means a customer of Red Energy who purchases Energy principally for personal, household or domestic purposes at a Supply Address;
- (25) “**Supply Address**” means the Victorian address for which a Residential Customer has agreed to purchase Energy from Red Energy under an Agreement;



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- (26) “**Terms and Conditions**” means these terms and conditions applicable to the Offer;
- (27) “**Website**” means redenergyrewards.com.au; and
- (28) “**Welcome Pack**” means the letter and accompanying information issued by Red confirming that the transfer to Red from another Energy Retailer is complete.

2. OFFER

- (1) Subject to these Terms and Conditions, this Offer is made by Red and is valid for the Offer Period.
- (2) This Offer is subject to Red’s Customer Charter.

3. ELIGIBILITY

The Offer is available to all:

- (1) New Customers who, enter into an Agreement and who do not terminate that Agreement during the Cooling-Off Period, (“**Eligible Customer**”).

4. CONTRIBUTION TO THE HEPBURN WIND COMMUNITY FUND

- (1) For every quarterly electricity bill issued in the first and second year of the Agreement that is paid in full by the due date, Red Energy will make a contribution to the Hepburn Wind Community Fund of an amount which will be not less than \$12.50.

5. ISSUING RED ENERGY REWARDS™ BOOK

- (1) During the first billing period of the Eligible Customer’s Agreement, Red will send 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 Customer’s billing address registered with Red.
- (2) The Red Energy Rewards™ Book will be issued to, and in the name of, the Primary Account Holder.
- (3) Prior to the Expiry Date of the First Red Energy Rewards™ Book, Red will send a second Red Energy Rewards™ Book by regular post to the Eligible Customer at the Eligible Customer’s current billing address registered with Red, provided that the Eligible Customer does not:
 - (a) terminate their Agreement prior to the Expiry Date of the First Red Energy Rewards™ Book; or
 - (b) submit a request with an alternative energy retailer to transfer the NMI of the Supply Address to which the Agreement relates, from Red to that other alternative retailer.
- (4) Notwithstanding **clauses 4(1)** and **4(3)**, if Red cannot offer the Red Energy Rewards™ Book due to circumstances such as unforeseen events or events beyond its reasonable



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control, it will contact Eligible Customers promptly and offer a reasonably comparable substitute.

6. USE OF RED ENERGY REWARDS™ BOOKS & REWARDS CARDS

- (1) The use of the Red Energy Rewards™ Book and Rewards Card 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 or phone 1800 008 553.
- (2) Entertainment Publications is fully responsible and liable for operations of and offers available 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™ Book, 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) Each Red Energy Rewards™ Book is only valid from the Date of Issue up to and including the Expiry Date.
- (5) The Red Energy Rewards™ Book is non-transferable and cannot be redeemed for cash.
- (6) An Eligible Customer must use the Red Energy Rewards™ Book in accordance with the instructions and information in the Red Energy Rewards™ Book or on the Website.
- (7) 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.

7. MISCELLANEOUS

- (1) Notwithstanding any other provision in these Terms and Conditions:
 - (a) Red Energy may:
 - (i) cease to proceed with all or any part of an Offer for any reason and at any time; and/or
 - (ii) vary the terms or content of all or any part of an Offer including (without limitation) any time or date in the Offer and these Terms and Conditions,

as a result of circumstances outside Red Energy's reasonable control;



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- (b) Red Energy will not be liable to any person for any cost, loss, damage, liability, expense or claim arising, whether directly or indirectly, in connection with an Offer, except if the cost, loss, damage, liability, expense or claim arises out of Red Energy's breach of contract, negligence or breach of term implied by consumer protection law.
- (2) The law applying in Victoria applies to the Offer and these Terms and Conditions.
- (3) If any of these Terms and Conditions are varied or amended in any way by Red Energy, Red Energy will promptly publish the variation or amendment on the Red Energy website at www.redenergy.com.au.