

“WIN A SHARE OF 1 MILLION QANTAS POINTS” PROMOTION

Terms and Conditions (as at 2 March 2020)



1. PermitsThe Promotion

- (1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the win a share of 1 Million Qantas Points Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12:01am AEDT, Monday 2 March 2020 and closes at 11:59pm AEDT, Sunday 29 March 2020 (**Promotion Period**).
- (3) The Promotion is a game of chance.

2. Promoter's Details

The promoter is Red Energy Pty Limited (ABN 60 107 479 372) of 570 Church Street, Cremorne, Victoria 3121 (**Promoter**). The Promotion is authorised under NSW Permit No. LTPS/20/41938, SA Permit No. T20/151, ACT Permit No. TP20/00171.

3. Eligibility

- (1) Subject to clauses 3(2) and 3(3), entry in the Promotion is open to any residential customer of the Promoter who is 18 years or older and:
 - (a) who is currently on, or has signed up to, a Qantas Red Saver plan or Qantas Red Plus plan during the Promotion Period; or
 - (b) who has linked their existing energy plan with their Qantas Frequent Flyer account and is eligible to earn points for paying their energy bills on time; and
 - (c) who is a Qantas Frequent Flyer member,
(Eligible Entrant).
- (2) Employees and their immediate families of the Promoter and Qantas Airways Limited and their affiliates and subsidiaries are not eligible to enter.
- (3) The Promoter reserves the right to verify the validity of each entry. The Promoter reserves the right to disqualify any person for tampering with the entry process or who otherwise does not comply with these Terms and Conditions.

4. How to Enter into the Promotion

Each Eligible Entrant as at the relevant weekly closing date during the Promotion Period will automatically be placed into that Weekly Draw to be held in accordance with clause 6. An Eligible Entrant who is entered into a Weekly Draw will be an “Entrant”.

5. The Prize

- (1) The Promoter is offering Entrants the chance to win up to four (4) identical weekly prizes. Each prize consists of two hundred and fifty thousand (250,000) Qantas Points to be issued in accordance with clause 7 (**Weekly Prize**).
- (2) The maximum notional value of each Weekly Prize is \$8,618.66 with a total prize pool of \$34,474.64 based on a sample of the Qantas Frequent Flyer Rewards that could be obtained by redeeming through the Qantas Frequent Flyer program. The estimate of maximum notional value of each Weekly Prize is provided for information purposes only and will vary depending on whether and how it is redeemed by a Prize Winner through the Qantas Frequent Flyer program. The Promoter accepts no responsibility for any variation in the maximum notional value of each Prize. The Prize value is in Australian Dollars. For example, 55,200 Qantas Points could be redeemed for a one way Economy Classic Flight Reward from Sydney to London (Heathrow) plus AU\$242 in applicable taxes, fees and carrier charges, accurate as at 7 August 2019. The dollar fare for an equivalent commercial flight totals

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AU\$1,903 including taxes fees and carrier charges. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.

6. Prize Winners

- (1) There will be four (4) weekly draws conducted for the Promotion as set out in the table below (**Weekly Prize Draw**). All draws will take place via electronic draw at 11:00am on the dates specified in the table below at the offices of Anisimoff Legal located at 210 Central Coast Highway Erina, NSW 2250. Entries in each Weekly Prize Draw may be entered into subsequent Weekly Prize Draws, if the Entrant is still an Eligible Entrant.

Weekly Draw	Entries open	Entries close	Weekly Draw date	Publication Date	Unclaimed Prize Draw date
Weekly Draw 1	12:01AM AEDT 2 March 2020	11:59PM AEDT 8 March 2020	9 March 2020	11 March 2020	3 July 2020
Weekly Draw 2	12:01AM AEDT 9 March 2020	11:59PM AEDT 15 March 2020	16 March 2020	18 March 2020	3 July 2020
Weekly Draw 3	12:01AM AEDT 16 March 2020	11:59PM AEDT 22 March 2020	23 March 2020	25 March 2020	3 July 2020
Weekly Draw 4	12:01 AM AEDT 23 March 2020	11:59PM AEDT 29 March 2020	30 March 2020	1 April 2020	3 July 2020

- (2) The first valid entry drawn in each Weekly Prize Draw will win the Weekly Prize (**Weekly Prize Winner**).
- (3) Within two (2) business days of the Weekly Prize Draw, the Promoter will notify the Weekly Prize Winner by:
- (a) email, at the email registered with the Promoter;
 - (b) telephone, at the telephone number registered with the Promoter;
 - (c) publishing the Weekly Prize Winner’s names on the Promoter’s website at: www.redenergy.com.au/win; and
 - (d) publishing the Prize Winners’ names in The Australian newspaper.
- (4) If a Weekly Prize Winner:
- (a) responds within 3 calendar months of the Weekly Prize Draw, they will have been deemed to have accepted their Weekly Prize (**Winner’s Acceptance**); or
 - (b) fails to respond within 3 calendar months of the Weekly Prize Draw, their Prize will be deemed unclaimed.

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- (5) The Promoter may conduct such further draws as necessary for any unclaimed Weekly Prizes (subject to the approval of the relevant gaming authorities in each State). The redraw will be conducted at the offices of Anisimoff Legal located at 210 Central Coast Highway Erina, NSW 2250 at 12:00pm AEDT on 3 July 2020, subject to any written direction given under applicable law. Any Prize Winner(s) of an unclaimed Prize will be notified in the manner set out in clause 6(3). Any further draws that may be required to allocate any Prizes that remain unclaimed following the redraw held on 3 July 2020 will be conducted in accordance with the instructions of the relevant State gaming authorities.

7. Prize Details

- (1) Following the relevant Winner's Acceptance, the Weekly Prize will be credited to the Weekly Prize Winner's Qantas Frequent Flyer account, provided that Red Energy is responsible for the Prize Winner's electricity and/or gas account and the Prize Winner has not transferred to a new energy retailer. If a Prize Winner's energy account has not transferred to Red Energy as at Prize Draw, the Prize will not be credited the Prize Winner's Qantas Frequent Flyer account until Red Energy becomes responsible for the Prize Winner's energy supply.
- (2) The Promoter is not responsible thereafter for the manner in which the Qantas Points are credited or any characteristics of those points. Qantas Points awarded must be redeemed, in accordance with and subject to the Terms and Conditions of the Qantas Frequent Flyer program.
- (3) The redemption of each Weekly Prize is subject to the availability of rewards that may be obtained through the Qantas Frequent Flyer program.
- (4) In the event that a Weekly Prize is redeemed for reward travel, the winners should be aware that the number of reward flight seats available is limited and availability depends on the flight, date, season and destination and some flights may not have any reward seats available. The winners will be responsible for all applicable taxes, fees and carrier charges of reward travel or accommodation booked by redeeming their prize. Taxes, fees and carrier charges vary depending on departure points, routes, exchange rates and dates of travel, are subject to change without notice and are quoted at the time of booking. Reward flights must be booked at least 24 hours before scheduled departure (and other advance booking requirements may apply). Reward travel is subject to the fare rules and the Conditions of Carriage of the relevant carrier. Compliance with immigration, health or other government requirements is the responsibility of the winner.

8. Other Matters Relating to the Promotion

- (1) If a Weekly Prize or receipt of it incurs a tax liability, the Weekly Prize Winner is liable for payment of such tax.
- (2) The Promoter's decision is final and no correspondence will be entered into.
- (3) It is a condition of accepting a Weekly Prize that the Weekly Prize Winner accepts the conditions applicable to the Weekly Prize. The Weekly Prizes cannot be transferred, exchanged or redeemed for cash.
- (4) Subject to State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Weekly Prize in whole (or any of its components), with a substitute prize of equal or greater value and the Weekly Prize Winner will be notified accordingly.
- (5) Acceptance of the Weekly Prize is deemed consent for the Promoter to use the Weekly Prize Winners' details, voice, image, likeness and photographs for promotional, marketing and publicity purposes on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite time without any further attribution, reference, payment or other compensation to the Prize Winner.

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- (6) Each Entrant must comply with any requirements for the use of Facebook, and his/her Facebook account. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to the Promoter and not to Facebook. The information you provide will only be used for prize notification, competition related announcements and the Promoter's communications. By entering into this Promotion you agree to release Facebook from any or all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook.

9. Privacy

By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion to third parties as required by law. If the information requested is not provided by the Entrant, the Entrant may not participate in the Promotion. For details about how the Promoter may use your information, and what your rights are under Australian privacy laws, please refer to the Promoter's Privacy Policy available at <https://www.redenergy.com.au/privacy>.

10. Liability

- (1) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)), or similar state-based consumer protection laws (**Non-Excludable Guarantees**).
- (2) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way:
 - (a) out of the Promotion; or
 - (b) without limiting clause 10(2)(a), out of: (i) any technical difficulties, equipment malfunction, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical problems or traffic congestion on the internet or any website (whether or not under the Promoter or its related bodies corporates' control); (ii) any theft, destruction, unauthorised access or third party interference of entries under this Promotion; (iii) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter or its related bodies corporate; (iv) any tax liability incurred by a Prize Winner or Entrant; or (v) use of a Prize.

11. Variations

- (1) Subject to the approval of any relevant gaming authorities, the Promoter reserves the right at its sole discretion to modify, suspend or terminate all or part of the Promotion, or disqualify and prohibit further participation in this Promotion, in the event that any portion of this Promotion is compromised by a virus, bugs, non-authorised human intervention, hackers or other causes beyond the reasonable control of the Promoter which, in the sole opinion of the Promoter, corrupts or impairs the administration, security, fairness, or proper conduct of the Promotion.
- (2) The Promoter reserves the right to update these Terms and Conditions from time to time in its sole discretion for administrative reasons or to ensure efficient operation of the Promotion. Changes will be posted on the Promoter's website at www.redenergy.com.au/termsandconditions.

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12. General

- (1) Failure by the Promoter to enforce any one of these Terms and Conditions in any instance(s) will not give rise to any claim or right of action by any Entrant or Prize Winner or other person.
- (2) The laws of the State where an Entrant is based apply to this Promotion.

13. Definitions

In these Terms and Conditions:

- (1) **Eligible Entrant** is defined in clause 3(1);
- (2) **Entrant** is as defined in clause 4;
- (3) **Weekly Prize** means the weekly prize defined in clause 5(1);
- (4) **Weekly Prize Winner** means the winner of a Weekly Prize as defined in clause 6(2); and
- (5) **Weekly Prize Draw** is defined in clause 6(1).