

“WIN A SHARE OF 2 MILLION QANTAS POINTS” PROMOTION

Terms and Conditions (as at 14 May 2024)



1. The Promotion

- (1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the win a share of 2 Million Qantas Points Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12:01am AEDT, Wednesday 3 June 2024 and closes at 11:59pm AEDT, Wednesday 31 July 2024 (**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. TP/00236, SA T24/868, ACT TP24/01112.

3. Eligibility

- (1) Subject to **clauses 3(2)** and **3(3)**, entry in the Promotion is open to:
 - (a) any business customer of the Promoter who is 18 years or older and has signed up to, a Qantas Red Business plan during the Promotion Period and is eligible to earn points for paying their energy bills in full and who is a Qantas Business Rewards member (**Qantas Red Eligible Entrant**); or
- (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 Qantas Red Eligible Entrant will be automatically placed into the Prize Draw to be held in accordance with **clause 6**. A Qantas Red Eligible Entrant who is entered into a Prize Draw will be a "Qantas Red Entrant". For the avoidance of doubt, a Qantas Red Entrant will receive one (1) entry into the Prize Draw.

5. The Prize

- (1) The Promoter is offering Qantas Red Entrants the chance to win one (1) of up to sixteen (16) identical prizes each consisting of one hundred and twenty five thousand (125,000) Qantas Points, to be issued in accordance with **clause 7 (Prizes)**.
- (2) The maximum notional value of each Prize is \$9,703 with a maximum notional value of the total prize pool of \$155,248 based on a sample of the Qantas Points that could be obtained by redeeming through the Qantas Business Rewards program. The estimate of maximum notional value of each 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 Business Rewards 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, 8,000 Qantas Points could be redeemed for a one way Economy Classic Flight Reward from Melbourne to Sydney on 20 May 2024 plus AU\$48 in applicable taxes, fees and carrier charges, accurate as at 20 May 2024. The dollar fare for an equivalent commercial, flexible fare totals \$669 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

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- (1) There will be one draw conducted for the Promotion as set out in the table below (**Prize Draws**). The draw 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 3 Amy Close, Wyong 2259

| Prize Draw | Entries open | Entries close | Draw date | Publication Date | Unclaimed Prize Draw date |
|------------|--------------|---------------|-----------|------------------|---------------------------|
| Draw 1 | 3/6/2024 | 31/7/2024 | 5/8/2024 | 7/8/2024 | 4/11/2024 |

- (2) The first sixteen (16) valid entries drawn in the Prize Draw will each win one (1) of the sixteen (16) prizes (**Prize Winners**)
- (3) Within two (2) business days of the Prize Draw, the Promoter will notify the sixteen (16) Prize Winners by:
- (a) email, at the email registered with the Promoter;
 - (b) telephone, at the telephone number registered with the Promoter; and
 - (c) publishing the Prize Winner’s business names on the Promoter’s website at: www.redenergy.com.au/win.
- (4) If a Prize Winner:
- (a) responds within 3 calendar months of the Prize Draw, they will have been deemed to have accepted their Prize (**Winner’s Acceptance**); or
 - (b) fails to respond within 3 calendar months of the Prize Draw, their Prize will be deemed unclaimed.
- (5) The Promoter may conduct such further draws as necessary for any unclaimed 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 3 Amy Close, Wyong 2259 at 12:00pm AEST on 4 November 2024, 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 4 November 2024 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 Prize will be credited to the Prize Winner’s Qantas Business Rewards account t before 31 August 2024, 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 to the Prize Winner’s Qantas Business Rewards account until Red Energy becomes responsible for the Prize Winner’s energy supply. If Red Energy is not responsible for the Prize Winner’s electricity and/or gas account prior to the date that is three (3) calendar months after their Winner’s Acceptance, that Prize Winner will forfeit their Prize and will not receive any alternative prize. If this occurs the Prize will be an unclaimed prize and will be dealt with pursuant to **clause 6(5)** (subject to the approval of the relevant State gaming authorities).

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- (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 Business Rewards program.
- (3) The redemption of each Prize is subject to the availability of rewards that may be obtained through the Qantas Business Rewards program.
- (4) In the event that a 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 Prize or receipt of it incurs a tax liability, the 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 Prize that the Prize Winner accepts the conditions applicable to the Prize. The 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 Prize in whole (or any of its components), with a substitute prize of equal or greater value and the Prize Winner will be notified accordingly.
- (5) Acceptance of the Prize is deemed consent for the Promoter to use the 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.

9. Privacy

By entering this Promotion, each Qantas Red Entrant and Referral Entrant (**Entrant**) is taken to consent to the Promoter using the Entrant's business information to administer the Promotion and disclosing the Entrant's business 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**).

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- (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, Qantas Red Entrant or Referral Entrant; or (v) use of a Prize.

11. Variations

- (1) Subject to the approval of any relevant gaming authorities and State or Territory regulation, 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.

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 Qantas Red Entrant or Referral Entrant or Prize Winner or business .
- (2) The laws of the State where a Qantas Red Entrant or Referral Entrant is based apply to this Promotion.