

“WIN A SHARE OF 3 MILLION QANTAS POINTS” PROMOTION

Terms and Conditions (as at 13 September 2021)



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 3 Million Qantas Points Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- (2) The Promotion commences at 12:01am AEST, Monday 13 September 2021 and closes at 11:59pm AEDT, Sunday 10 October 2021 (**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 Permit No. T21/1224, ACT Permit No. TP21/01340.

3. Eligibility

- (1) Subject to **clauses 3(2)** and **3(3)**, entry in the Promotion is open to:
 - (a) any residential customer of the Promoter who is 18 years or older and who is currently on, or has signed up to, a Qantas Red plan during the Promotion Period or 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 who is a Qantas Frequent Flyer member (**Qantas Red Eligible Entrant**); or
 - (b) any residential customer of the Promoter as at the commencement of the Promotion Period aged 18 years or older:
 - (1) who is on a current Qantas Red Saver Plan, current Qantas Red Plan or 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
 - (2) whose full name and account number was quoted during sign up or within 5 business days of sign up and during the Promotion Period by a new residential customer or returning residential customer that has not held an active electricity account with the Promoter at any time within the immediately preceding twenty-four (24) months who is a Victorian, New South Wales, South Australian, Queensland or Australian Capital Territory resident aged 18 years or over, and who remains a customer as at the end of the Promotion Period (**Referral**),
(Referral 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

- (1) Each Qantas Red Eligible Entrant will be automatically placed into the Daily Prize Draw for the date on which they signed up to Red Energy as well as the Last Chance 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 applicable Daily Prize Draw and/or Last Chance Prize Draw.

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- (2) Each Referral Eligible Entrant as at the Last Chance Prize Draw closing date will automatically be placed into the Last Chance Prize Draw to be held in accordance with clause 6. A Referral Eligible Entrant who is entered into the Last Chance Prize Draw will be a “Referral Entrant”. Each Referral Entrant will receive five (5) entries into the Last Chance Prize Draw for every successful Referral. For the avoidance of doubt, Referral Entrants will receive extra entries into the Last Chance Prize Draw based on the number of successful Referrals.

5. The Prize

- (1) The Promoter is offering:
- (a) Qantas Red Entrants the chance to win up to twenty eight (28) identical daily prizes each consisting of one hundred thousand (100,000) Qantas Points, to be issued in accordance with **clause 7 (Daily Prize)**; and
 - (b) Qantas Red Entrants and Referral Entrants the chance to win one (1) prize consisting of two hundred thousand (200,000) Qantas Points, to be issued in accordance with **clause 7 (Last Chance Prize)**,

(Prizes).

- (2) The maximum notional value of each Daily Prize is \$4,127.78 and the maximum notional value of the Last Chance Prize is \$8,255.56 with a maximum notional value of the total prize pool of \$123,833.34 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 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, 18,000 Qantas Points could be redeemed for a one way Economy Classic Flight Reward from Sydney to Perth on 15 November 2021 plus AU\$44 in applicable taxes, fees and carrier charges, accurate as at 21 July 2021. The dollar fare for an equivalent commercial, flexible fare totals \$787 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 twenty eight (28) daily draws (**Daily Prize Draw**) and one (1) last chance draw (**Last Chance Prize Draw**) conducted for the Promotion as set out in the table below (**Prize Draws**). 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.

Prize Draw	Entry period	Draw date	Publication Date	Unclaimed Prize Draw date
Daily Prize Draw 1	13/9/2021	21/9/2021	23/9/2021	14/1/2021
Daily Prize Draw 2	14/9/2021	21/9/2021	23/9/2021	14/1/2021
Daily Prize Draw 3	15/9/2021	21/9/2021	23/9/2021	14/1/2021

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Daily Prize Draw 4	16/9/2021	21/9/2021	23/9/2021	14/1/2021
Daily Prize Draw 5	17/9/2021	21/9/2021	23/9/2021	14/1/2021
Daily Prize Draw 6	18/9/2021	21/9/2021	23/9/2021	14/1/2021
Daily Prize Draw 7	19/9/2021	21/9/2021	23/9/2021	14/1/2021
Daily Prize Draw 8	20/9/2021	28/9/2021	30/9/2021	14/1/2021
Daily Prize Draw 9	21/9/2021	28/9/2021	30/9/2021	14/1/2021
Daily Prize Draw 10	22/9/2021	28/9/2021	30/9/2021	14/1/2021
Daily Prize Draw 11	23/9/2021	28/9/2021	30/9/2021	14/1/2021
Daily Prize Draw 12	24/9/2021	28/9/2021	30/9/2021	14/1/2021
Daily Prize Draw 13	25/9/2021	28/9/2021	30/9/2021	14/1/2021
Daily Prize Draw 14	26/9/2021	28/9/2021	30/9/2021	14/1/2021
Daily Prize Draw 15	27/9/2021	5/10/2021	7/10/2021	14/1/2021
Daily Prize Draw 16	28/9/2021	5/10/2021	7/10/2021	14/1/2021
Daily Prize Draw 17	29/9/2021	5/10/2021	7/10/2021	14/1/2021
Daily Prize Draw 18	30/9/2021	5/10/2021	7/10/2021	14/1/2021
Daily Prize Draw 19	1/10/2021	5/10/2021	7/10/2021	14/1/2021
Daily Prize Draw 20	2/10/2021	5/10/2021	7/10/2021	14/1/2021
Daily Prize Draw 21	3/10/2021	5/10/2021	7/10/2021	14/1/2021

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Daily Prize Draw 22	4/10/2021	12/10/2021	14/10/2021	14/1/2021
Daily Prize Draw 23	5/10/2021	12/10/2021	14/10/2021	14/1/2021
Daily Prize Draw 24	6/10/2021	12/10/2021	14/10/2021	14/1/2021
Daily Prize Draw 25	7/10/2021	12/10/2021	14/10/2021	14/1/2021
Daily Prize Draw 26	8/10/2021	12/10/2021	14/10/2021	14/1/2021
Daily Prize Draw 27	9/10/2021	12/10/2021	14/10/2021	14/1/2021
Daily Prize Draw 28	10/10/2021	12/10/2021	14/10/2021	14/1/2021
Last Chance Prize Draw	12:01AM AEST, 13/9/2021 to 11:59 AEDT, 10/10/2021	12/10/2021	14/10/2021	14/1/2021

- (2) The first valid entry drawn in:
- (a) each Daily Prize Draw will win the Daily Prize; and
 - (b) the Last Chance Prize Draw will win the Last Chance Prize,
- (Prize Winners).**
- (3) Within two (2) business days of the Prize Draw, the Promoter will notify the Prize Winner 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 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 210 Central Coast Highway Erina, NSW 2250 at 12:00pm AEDT on 14 January 2022, 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

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unclaimed following the redraw held on 14 January 2022 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 Frequent Flyer account before 12 November 2021, 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 Frequent Flyer 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).
- (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 Prize is subject to the availability of rewards that may be obtained through the Qantas Frequent Flyer 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.
- (6) Each Qantas Red Entrant and Referral 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

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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 Qantas Red Entrant and Referral Entrant (**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 corporate's 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, 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

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