



These terms have been updated

RED ENERGY AND QANTAS BUSINESS REWARDS PROGRAM OFFER (ACT, NSW, SA & SE QLD)

Terms and Conditions (updated 9 October 2019)

1. THE OFFER

- (1) Subject to these Terms and Conditions, this Red Energy offer (**Offer**) is made by Red Energy Pty. Ltd ABN 60 107 479 382 of 570 Church Street, Cremorne, Victoria, 3121 (**Red Energy** or **we** or **us** or **our**).
- (2) The Offer commences at 8:00 am (AEST/AEDT) on 21 January 2019 and is ongoing until the Offer is withdrawn under **clause 5(1)(a)(i) (Offer Period)**.
- (3) This Offer is only available to Small Business Customers in eligible areas of the Australian Capital Territory, New South Wales, South Australia or South East Queensland who meet the eligibility criteria for the Qantas Red Business Saver plan as set out in these Term and Conditions.
- (4) For the purposes of this Offer:
 - (a) **ABN** means the unique 11 digit number known as the Australian Business Number pursuant to *A New Tax System (Australian Business Number) Act 1999* and as allocated to your business;
 - (b) **Business Customer** means a customer that is not a Residential Customer.
 - (c) **Residential Customer** means a person who purchases electricity and/or gas principally for personal, household or domestic use at their premises;
 - (d) **SOHO Customer** means a customer that is not a Residential Customer, however operates a business from home and would like to sign up to Red Energy with an ABN on a residential tariff; and
 - (e) **Small Business Customer** means a Business Customer or SOHO Customer who consumes less than:
 - (i) 100 MWh of electricity and / or 1000 GJ of gas per annum, if their premises is located in the Australian Capital Territory, New South Wales or Queensland; or
 - (ii) 160 MWh of electricity and / or 1000 GJ of gas per annum, if their premises is located in South Australia.

2. BONUS QANTAS POINTS AND ONGOING QANTAS POINTS - NEW SMALL BUSINESS CUSTOMERS AND EXISTING SMALL BUSINESS CUSTOMERS SIGNING UP A NEW SITE

- (1) If you reside in an eligible area of the Australian Capital Territory, New South Wales, South Australia or South East Queensland and you are a Small Business Customer who signs up a new supply address on a Qantas Red Business Saver plan during the Offer Period, and:
 - (i) you have Qantas Business Rewards Membership;
 - (ii) you provide your ABN (which is the registered ABN on your Qantas Business Rewards Membership) and your business trading name on sign up, which matches the name(s) on your energy account; and
 - (iii) any applicable cooling-off period has expired and we become responsible to supply you with electricity and/or gas,you will be eligible to receive:
 - (iv) 10,000 bonus Qantas Points for your electricity supply; and/or
 - (v) 5,000 bonus Qantas Points for your gas supply; and
 - (vi) 2 Qantas Points per dollar on every electricity and/or gas bill, when you pay the full amount on each bill.

- (2) You will only be eligible for bonus Qantas Points when you sign up to a new Qantas Red Business Saver plan at a new supply address. Bonus Qantas Points will be credited no more than once per customer for each Qantas Product at each supply address. Bonus Qantas Points will only be awarded once if a customer changes energy providers and moves back to Red Energy within 12 months.
- (3) You will be eligible to earn ongoing Qantas Points under **clause 2(1)(vi)** until:
 - (i) you're no longer a customer of ours; or
 - (ii) you're no longer on the relevant Qantas product or switch to another Red Energy plan; or
 - (iii) you're no longer classified as Small Business Customer under the applicable energy laws; or
 - (iv) you no longer have an active and current ABN on your Qantas plan with us; or
 - (v) we withdraw the Offer under **clause 6(1)(a)(i)**. If we withdraw the offer under **clause 6(1)(a)(i)**, we will provide you with reasonable notice of such withdrawal and also place a notice on our Website.

3. ONGOING POINTS – EXISTING SMALL BUSINESS CUSTOMERS

- (1) As at the commencement of this Offer, if you are an existing Small Business Customer of Red Energy in the Australian Capital Territory, New South Wales, South Australia or Queensland on a current Living Energy Saver plan, Easy Saver plan, Living Energy Green plan, Red Easy plan, Living Energy Simple plan or Living Energy Easy plan, and:
 - (i) you have Qantas Business Rewards Membership;
 - (ii) you provide your ABN (which is the registered ABN on your with Qantas Business Rewards Membership) and your business trading name on sign up, which matches the name(s) on your energy account; and
 - (iii) agree to change your existing energy plan to a Qantas Red Business Saver plan,you will be eligible to receive 2 Qantas Points per dollar on every electricity and/or gas bill when you pay the full amount on each bill.
- (2) You will be eligible to earn ongoing points under **clause 3(1)** until:
 - (i) you're no longer a customer of ours; or
 - (ii) you're no longer on the relevant Qantas product or switch to another Red Energy plan; or
 - (iii) you're no longer classified as Small Business Customer under the applicable energy laws; or
 - (iv) you no longer have an active and current ABN on your Qantas plan with us; or
 - (v) we withdraw the Offer under **clause 6(1)(a)(i)**. If we withdraw the offer under **clause 6(1)(a)(i)**, we will provide you with reasonable notice of such withdrawal and also place a notice on our Website.

4. ADDITIONAL ONGOING POINTS - QBR AND QFF CUSTOMER

- (1) A Small Business Customer who is nominated as either a Director or Authorised Person on a Qantas Red Business Saver plan who is also primary or secondary account holder for a residential supply address on a residential Qantas Red Saver or Qantas Red Plus plan, will be eligible to receive an additional 1 QFF point per dollar on their residential electricity and/or gas bill when they pay each bill on time.
- (2) You will be eligible to earn ongoing points under **clause 4(1)** until:
 - (i) you're no longer a customer of ours; or
 - (ii) you're no longer on a business **and** residential Qantas Red plan or switch to another Red Energy plan; or
 - (iii) you're no longer classified as Small Business Customer under the applicable energy laws; or
 - (iv) you no longer have an active and current ABN on your Qantas plan with us; or
 - (v) we withdraw the Offer under **clause 6(1)(a)(i)**. If we withdraw the offer under **clause 6(1)(a)(i)**, we will provide you with reasonable notice of such withdrawal and also place a notice on our Website.

5. OTHER IMPORTANT INFORMATION AND QANTAS BUSINESS REWARDS TERMS AND CONDITIONS

- (1) We will arrange for bonus Qantas Points and any ongoing Qantas Points you are eligible for under these Terms and Conditions to be credited to your Qantas Business Rewards Membership account within a reasonable timeframe when you become eligible to receive those points. For the avoidance of doubt, if you do not pay the bill in full you will not be eligible to earn any Qantas Points for that bill. We are not responsible thereafter for the manner in which your points are credited or any characteristics of those points.
- (2) Any bonus Qantas Points or any ongoing Qantas Points you are eligible for under these Terms and Conditions are not exchangeable, transferable or redeemable for cash.
- (3) You must be a Qantas Business Rewards member to earn Qantas Points. A joining fee usually applies, however Red Energy customers can join for free at www.qantas.com/au/en/business-rewards/join.html?code=PFREDENERGY Membership. Only ABN holders may become Qantas Business Rewards Members and only Qantas Business Rewards Members may become entitled to earn Qantas Points under a Qantas Red Business Saver plan (that is, individuals are not entitled to Qantas Points in their capacity as an individual). Use of Qantas Points are subject to the Qantas Business Rewards program, and the QFF Program Terms (which can be found at www.redenergy.com.au/qantas-terms-and-conditions), which are subject to change.
- (4) You are liable for any and all taxation implications (including but not limited to, fringe benefits tax) relating to your earning and use of Qantas Points on our Qantas Red Business Saver plan and under the Offer and these Terms and Conditions.

6. MISCELLANEOUS

- (1) Notwithstanding any other provision in these Terms and Conditions:
 - (a) Red Energy 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, these Terms and Conditions and the composition of points or bonus points;
 - (b) to the extent permitted by law, Red Energy will not be liable to you or any person for any cost, loss, damage, liability, expense, claim or tax liability arising, whether directly or indirectly, as a result of or in connection with the Offer, including your earning and use of Qantas Points and on our Qantas Red Business Saver plan and under the Offer and these Terms and Conditions.
- (2) If Red Energy suspends, withdraws or varies these Terms and Conditions under **clause 6(1)(a)(i)** or **clause 6(1)(a)(ii)**, Red Energy will promptly publish such suspension, withdrawal or variation on its Website and notify impacted customers where required under these Terms and Conditions and under the applicable energy regulations. Red Energy reserves the right to keep public copies of expired offers in relation to Qantas on the website as reference for customers who may continue to be on the offers.
- (3) The law applying in the Australian Capital Territory, New South Wales, South Australia and Queensland (depending on where you are 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 Energy, and Qantas. Each party acknowledges and agrees that it has no authority to bind the other party.