



*These terms have been updated*

## **RED ENERGY AND QANTAS FREQUENT FLYER PROGRAM OFFER (VICTORIA)**

### **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 or we or us or our**).
- (2) The Offer commences at 8:00 am (AEST/AEDT) on 9 April 2018 and is ongoing until the Offer is withdrawn under **clause 5(1)(a)(i) (Offer Period)**.
- (3) Employees and their immediate families of Red (and its related entities) and Qantas Airways Limited ABN 16 009 661 901 of 10 Bourke Rd, Mascot, NSW 2020 (and its related entities) are not eligible for this Offer.
- (4) This Offer is only available to residents in Victoria who meet the eligibility criteria for the Qantas Red Plus and the Qantas Red Saver plans as set out in these Term and Conditions.

#### **2. BONUS QANTAS POINTS AND ONGOING QANTAS POINTS - NEW RESIDENTIAL CUSTOMERS AND EXISTING RESIDENTIAL CUSTOMERS SIGNING UP A NEW SITE**

- (1) If you reside in Victoria and you sign up a new residential supply address on a Qantas Red Saver or Qantas Red Plus plan during the Offer Period, and:
  - (i) you provide your (and/or a secondary account holder who has given permission to you to provide them) Qantas Frequent Flyer membership number and last name on sign up, which matches the name(s) on your energy account; and
  - (ii) 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:
  - (iii) 10,000 bonus Qantas Points for your electricity supply; and/or
  - (iv) 5,000 bonus Qantas Points for your gas supply; and
  - (v) if you have signed up to the Qantas Red Saver plan, 2 Qantas Points per dollar will be earned on every electricity and/or gas bill, when you pay the full amount on each bill by the due date; or
  - (vi) if you have signed up to the Qantas Red Plus plan, 7 Qantas Points per dollar on every electricity and/or gas bill when you pay the full amount on each bill by the due date.
- (2) You will be eligible for bonus Qantas Points when you sign up to a new Qantas Red Saver or Qantas Red Plus 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 **clauses 2(1)(v) and 2(1)(vi)** (as the case may be) 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) we withdraw the Offer under **clause 5(1)(a)(i)**. If we withdraw the offer under **clause 5(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 RESIDENTIAL CUSTOMERS

- (1) As at the commencement of this Offer, if you are an existing residential customer of Red in Victoria on a current Living Energy Saver plan and:
  - (i) you provide your (or a secondary account holder who has given permission to you to provide them) Qantas Frequent Flyer Number and last name to us, which matches the name(s) on your energy account; and
  - (ii) agree to vary your existing energy plan,you will be eligible to receive:
  - (iii) if you have agreed to the Qantas Red Saver plan, 2 Qantas Points per dollar on every electricity and/or gas bill when you pay the full amount on each bill by the due date; or
  - (iv) if you have agreed to the Qantas Red Plus plan, 7 Qantas Points per dollar on every electricity and/or gas bill when you pay the full amount on each bill by the due date.
- (2) If you have agreed to the Qantas Red Plus plan, you agree to forego any existing pay on time discount on your current energy plan from the start of your current billing cycle (this means your energy charges since your last bill will not be discounted) and instead will earn 7 Qantas Points per dollar as set out under **clause 3(1)(iv)**.
- (3) You will be eligible to earn ongoing points under **clauses 3(1)(iii) and 3(1)(iv)** (as the case may be) 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) we withdraw the Offer under **clause 5(1)(a)(i)**. If we withdraw the offer under **clause 5(1)(a)(i)**, we will provide you with reasonable notice of such withdrawal and also place a notice on our Website.

### 4. OTHER IMPORTANT INFORMATION AND QFF 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 Frequent Flyer 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 by the due date for payment you will not be eligible to earn any Qantas Points for that bill.
- (2) We are not responsible thereafter for the manner in which your points are credited or any characteristics of those points.
- (3) 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.
- (4) You must be a Qantas Frequent Flyer member to earn Qantas Points. A joining fee usually applies, however Red Energy customers can join for free at [www.qantaspoints.com/join-now?code=REDENERGY](http://www.qantaspoints.com/join-now?code=REDENERGY). Membership and points are subject to the Qantas Frequent Flyer program [terms and conditions](#), which are subject to change.

### 5. MISCELLANEOUS

- (1) Notwithstanding any other provision in these Terms and Conditions,
  - (a) Red 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 will not be liable to any person for any cost, loss, damage, liability, expense or claim arising, whether directly or indirectly, in connection with the Offer, including the use of Qantas Points.
- (2) If Red suspends, withdraws or varies these terms and conditions under **clauses 5(1)(a)(i)** or **clause 5(1)(a)(ii)**, Red will promptly publish such suspension, withdrawal or variation on its Website and notify impacted customers where required under these Terms and Conditions. Red 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 Victoria 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, and Qantas. Each party acknowledges and agrees that it has no authority to bind the other party.