



(AS AT 19 MARCH 2022)

1. THE PROMOTION

- Information on how to enter and prizes form part of these Terms and Conditions. Entry in the Re-energize at the Red Centre Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- 2. The Promotion commences at 12:00am (AEDT), Saturday 19 March 2022 and closes at 11:59pm (AEDT), Sunday, 10 April 2022 (**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. T22/345, ACT Permit No. TP22/00440.

3. ELIGIBILITY

- Subject to clauses 3(2) and 3(3), entry in the Promotion is only open to residents in Victoria, New South Wales, South East Queensland, ACT or South Australia who are aged eighteen (18) years or over (Eligible Entrant). Any entries received by any person who is not an Eligible Entrant will be void.
- Employees and their immediate families of the Promoter and its affiliates and subsidiaries are not eligible to enter.
- Employees and their immediate families of the Australian Grand Prix Corporation (ABN 86 947 927 465) of Level 5, 616 St Kilda Road Melbourne 3000 and its subsidiaries or associates are not eligible to enter.
- 4. 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 THE PROMOTION

- 1. To enter the Promotion, an Eligible Entrant must:
 - a) enter their contact details (including full name, phone number, postcode and email) at www.redenergy.com.au/aussieholiday; and
 - b) consent to the Promoter telephoning them to discuss the options available to the Eligible Entrant to sign up to an electricity and/or gas account with the Promoter.
- 2. An Eligible Entrant who submits a valid entry by following the process set out in clause 4(1), will be an "Entrant" and their entry will be placed into the draw held in accordance with clause 6. Each Eligible Entrant may only submit one (1) entry.
- Entries received outside of the Promotion Period will be ineligible for entry. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.

5. THE PRIZE



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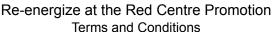
- 1. The Promoter is offering Eligible Entrants the chance to win a trip for two (2) adults and two (2) children to travel to Uluru, Northern Territory to be used before 1 September 2023 valued up to \$12,000, consisting of:
 - a) two (2) adult and (2) children return economy airfares (including airline and airport taxes) from the Prize Winner's nearest Australian capital city to Uluru, Northern Territory;
 - b) Return transfers from the airport to accommodation in Uluru, Northern Territory;
 - four (4) nights' accommodation in a Standard Room (two Queen beds) at the Ayers Rock Resort located at 170 Yulara Drive, Yulara (or similar) for four (4) people including breakfast daily;
 - four (4) Tickets to Uluru Sunrise Breakfast and Segway Tour located at the base of Uluru;
 - e) four (4) Tickets to Helicopter Flight over Uluru & Kata Tjuta (36 minutes);;
 - f) Sounds of Silence Dinner for four (4) an evening of dining under the sparkling outback sky (including outback style canapes, three course bush tucker inspired buffet, Didgeridoo Performance, guided tour of the night sky and return accommodation transfers); and
 - g) AUD\$1,500 spending money,

issued in accordance with clause 7 (Prize).

- 2. The total value of the Prize (**Prize**) is up to a maximum of AUD\$12,000. The Prize value is in Australian Dollars.
- 3. The value of the Prize is accurate and based upon the recommended retail price(s) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the Prize after that date.

6. PRIZE WINNER

- The Prize will be drawn by the Promoter via electronic draw at 11:00am AEST on Wednesday, 13
 April 2022 at the offices of Anisimoff Legal located at Suite 5 / 210 Central Coast Hwy, Erina NSW
 2250 (Prize Draw).
- 2. The first valid entry drawn will win the Prize (**Prize Winner**).
- 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/aussieholiday
- 4. If the Prize Winner:
 - responds by Friday, 15 July 2022, they will have been deemed to have accepted their Prize (Winner's Acceptance); or
 - b) fails to respond by Friday, 15 July 2022, their Prize will be deemed unclaimed.
- 5. The Promoter may conduct such further draws as necessary for any unclaimed Prize (subject to the approval of the relevant gaming authorities in each State). The redraw will be conducted at





the offices of Anisimoff Legal at Suite 5 / 210 Central Coast Hwy, Erina NSW 2250 at 12:00pm AEST on Friday, 15 July 2022, subject to any written direction given under applicable law (**Re-Draw**). Any Prize Winner 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 Prize that remain unclaimed following the redraw held on Friday, 15 July 2022 will be conducted in accordance with the instructions of the relevant State gaming authorities.

7. PRIZE DETAILS

- 1. It is a condition of accepting the Prize that the Prize Winner and his/her companion will be required to sign a release of liability in a form to be determined in the absolute discretion of the Promoter.
- Within a reasonable time frame after the Prize Winner's Acceptance, Prize Brokers Pty Ltd will contact the Prize Winner directly to arrange the itinerary (including all travel and accommodation) associated with the Prize. Prize Brokers Pty Ltd will also provide the Prize Winner with all information, vouchers and all other necessary instructions in order for the Prize Winner to redeem the Prize. The Prize Winner must co-operate with Prize Broker Pty Ltd, who will book and plan the Prize on the Promoter's behalf.
- 3. Any costs or expenses which are incurred by the Prize Winner and/or his/her companion in connection with the Prize not listed in clause 5(1) do not form part of the Prize, and are the responsibility of the Prize Winner and/or his/her companion. These include but are not limited to any meals and drinks (unless stated), additional spending money, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, additional transfers, items of a personal nature, in-room charges and all other ancillary costs. The Prize Winner may be required to present their credit card at time of accommodation check-in.
- 4. The Prize Winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The Promoter will not be responsible or liable if the Prize Winner is refused entry to the Northern Territory, Australia or is unable to obtain any visas or documentation necessary to travel by the required date.
- 5. The Prize Winner and his/her companion must depart from and return to the same departure point and travel together. Travel and accommodation is subject to availability at the time of booking and the itinerary is to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the Prize.
- 6. If for any reason the Prize Winner does not take the Prize (or an element of the Prize) at the time stipulated by the Promoter or Prize Brokers Pty Ltd, then the Prize (or that element of the Prize) will be forfeited and will not be redeemable for cash.
- 7. AUD\$1,500 spending money will be transferred to the Prize Winner's nominated bank account by the Promoter's agents approximately one week before departure.

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.
- It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the individual components of the Prize. The Prize 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 will be notified accordingly.
- 5. Acceptance of the Prize is deemed consent for the Promoter to use the Prize Winner's 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 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, some of which may be based overseas in France and 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

- 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).
- 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 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 the Prize Winner or Entrant; or (v) use of the 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.
- 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/aussieholiday



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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.