



## RED TARONGA FLEX ZOO FRIENDS FAMILY FLEX MEMBERSHIP OFFER

### TERMS AND CONDITIONS (NEW SOUTH WALES)

(as at 4 November 2021)

#### 1. RED ENERGY TARONGA ZOO FRIENDS FAMILY FLEX MEMBERSHIP OFFER

- (1) Subject to these Terms and Conditions, this Red Energy offer (**Offer**) is made by Red Energy Pty Ltd ABN 60 107 479 372 of 570 Church Street, Cremorne, Victoria, 3121 (**Red or we or us or our**).
- (2) The Offer commences at 8:00am (AEDT) on 4 November 2021 and is ongoing until the Offer is withdrawn under **clause 4(1)(a)(i) (Offer Period)**.
- (3) Employees and their immediate families of Red (and its related entities) and Taronga Conservation Society Australia ABN 41 733 619 876 (and its related entities) (**Taronga**) are not eligible for this Offer.
- (4) The Offer is only available to residents in New South Wales who meet the eligibility criteria as set out in these Terms and Conditions.

#### 2. ELIGIBILITY

- (1) Subject to **clause 2(2)**, if you are a resident of New South Wales and you sign up a new or existing residential supply address on the Red Taronga Flex electricity plan during the Offer Period, and:
  - (a) you have provided a valid email address; and
  - (b) any applicable cooling-off period has expired and we become responsible to supply you with electricity,**(Eligible Customer)**, you will be eligible to receive:
  - (c) one (1) Zoo Friends Family Flex Annual Membership, which includes 1 Flex Adult Pass, and Family Flex Kids Passes for any children (aged under 16 years) residing together in a household, on transferring your electricity to Red (**First Membership**); and
  - (d) one (1) Zoo Friends Family Flex Annual Membership, which includes 1 Flex Adult Pass, and Family Flex Kids Passes for any children (aged under 16 years) residing together in a household, on the 12 month anniversary of the transfer of your electricity, if you are still on an eligible Red Taronga Flex electricity plan and have not otherwise transferred to a new energy retailer (**Second Membership**).
- (2) Eligible Customers will not be entitled to receive more than one (1) Zoo Friends Family Flex Annual Membership concurrently. This means if you sign up multiple supply addresses under the same Red Energy account, you will not receive Zoo Friends Family Flex Annual Memberships for those additional supply addresses.

#### 3. YOUR RED ENERGY TARONGA ZOO FRIENDS FAMILY FLEX MEMBERSHIP

- (1) When we become responsible to supply you with electricity, Taronga will record the Primary Account holder listed on the Red Taronga Flex electricity plan as the adult listed on the First Membership.
- (2) Each Zoo Friends Family Flex Annual Membership is valid for unlimited entry at Taronga Zoo Sydney and Taronga Western Plains Zoo Dubbo and is valid for a period of:
  - (a) in the case of the First Membership, 12 months from the date of the transfer of your electricity to Red; and
  - (b) in the case of the Second Membership, 12 months from the expiry date of your First Membership.



- (3) Additional guest passes or members cannot be added to the Zoo Friends membership under this Offer.
- (4) The Zoo Friends Family Flex Annual Membership is subject to any other terms and conditions as provided by Taronga.

#### **4. 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 part of this Offer including (without limitation) any time or date in this Offer, these Terms and Conditions and the composition of the Zoo Friends Family Flex Annual Membership;
  - (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 the First Membership and the Second Membership.
- (2) If Red suspends, withdraws or varies these terms and conditions under **clauses 4(1)(a)(i) or clause 4(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 Taronga on the website as reference for customers who may continue to be on the offers.
- (3) The law applying in New South Wales 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 Taronga. Each party acknowledges and agrees that it has no authority to bind the other party.

#### **5. PRIVACY**

By taking up the Offer, an Eligible Customer understands and agrees that Red may use and disclose the information provided by the Eligible Customer on the terms set out in its Privacy Statement located at [www.redenergy.com.au/privacy](http://www.redenergy.com.au/privacy). An Eligible Customer can find out more about how Red may use their information, and what their rights are under Australian privacy laws, in Red's Privacy policy available at [www.redenergy.com.au/privacy](http://www.redenergy.com.au/privacy).