

Utilita Extra Prize Draw Terms and Conditions

1. Who are we

- 1.1 We are Utilita Energy Limited of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh SO53 3QB, a limited company registered in England and Wales under company registration number 04849181 and with VAT number: 823818422 ("Utilita"). "We", "our" or "us" shall be construed as references to Utilita.
- 1.2 We are the promoter of Utilita Extra.

2. Utilita Extra

- 2.1 From time-to-time, Utilita will run promotions or competitions ("**Promotions**") for new and existing customers. Promotions can take place in a variety of formats including on our website, by email or letter, at one of our Utilita Energy Hubs, in person at events (e.g. football matches or music events), or on social media platforms (e.g. Facebook, Instagram, X (formerly known as Twitter), and TikTok) ("**Promotion Page**").
- 2.2 When we run these Promotions, these terms and conditions ("**General Terms**") will apply.
- 2.3 Each Promotion may also have individual terms and conditions setting out additional information and qualifying criteria ("**Promotion Terms**") that will apply. These Promotion Terms will appear on the relevant offer page or given as instructions at the point of entry of each competition.
- 2.4 By participating or entering into any Promotion, you are agreeing to be bound by these General Terms and the Promotion Terms (together "**Terms**").
- 2.5 In the event of any conflict between these General Terms and the Promotion Terms, the General Terms shall take precedence.
- 2.6 You acknowledge and accept that no Promotion is sponsored, endorsed, or administered by, or is in association with, any third-party company or any event organiser, unless otherwise stated in the Promotion Terms.
- 2.7 You further acknowledge and accept that no Promotion is sponsored, endorsed, or administered by, or is in association with, any social media platform used, and that the social media platform used to hold, communicate, or administer a Promotion has no liability to you whatsoever in relation to any such Promotion.
- 2.8 If there are any issues or questions regarding a Promotion or the Terms, please contact Utilita Extra by emailing extra@utilita.co.uk.

3. Eligibility

3.1 Utilita Extra is open to new and existing Utilita domestic energy customers who have a live gas and/or electricity account, are resident in the UK (excluding Northern Ireland), ages 18 years or over, **including**:

- (a) account holders who are employees of any of our holding or subsidiary companies; and/or
- (b) account holders who are members of the immediate families or households of (a) above,

but **excluding**:

- (c) account holders who are employees of any of our holding or subsidiary companies, or agents or suppliers to us or our holding or subsidiary companies, who are professionally connected with a Promotion or its administration; and/or
- (d) account holders who are members of the immediate families or households of (c) above; and/or
- (e) accounts where the holder is listed as “void” or “occupier”; and/or
- (f) accounts where Utilita has received a notification of a change of supplier, so that Utilita will cease to provide gas and/or electricity to the premises linked with the account during the relevant draw period, and for 7 days after. Where a change of energy supplier notice is received, this will affect eligibility for all future draws, even if you continue to receive other services from Utilita; and/or
- (g) accounts that do not have a valid contact phone number or email address registered.

3.2 Additional eligibility criteria requirements may apply and will be set out in the relevant Promotion Terms.

3.3 Only the account holder of the live supply of electricity and/or gas will be capable of winning a prize. If you are not the account holder, you must get permission from the account holder to enter a Promotion.

3.4 Only one entry per person and per top-up number or customer reference number (if applicable) is allowed.

3.5 You are responsible for inaccuracies of the data submitted through each Promotion. By entering each Promotion:

- (a) You are agreeing to be bound by the Terms; and
- (b) You are confirming that you are eligible to do so and eligible to claim the prize that you may win.

3.6 Entries not complying with the Terms will be deemed invalid.

4. How to enter

4.1 To be in with a chance of winning a prize, simply follow the instructions for each Promotion. Details of the prizes available for each Promotion will be available on the relevant Promotion Page and/or in the relevant Promotion Terms.

4.2 Each Promotion will specify any applicable opening date and closing date for the prize draw ("**Prize Draw Period**").

4.3 You must complete your entry during the applicable Prize Draw Period. Any entries submitted outside of the applicable Prize Draw Period will not be accepted or included in the prize draw for that Promotion.

4.4 If there is any reason to believe that you have breached these Terms, we may, at our sole discretion, reserve the right to exclude you from participating in Utilita Extra or any future Promotion.

4.5 We reserve the right to verify the eligibility of entrants. We may require you to provide such information as we consider reasonably necessary for the purpose of verifying the eligibility of an entry and the prize may be withheld until and unless we are satisfied with the verification.

4.6 We reserve the rights to exclude you from any Promotion and/or disqualify you from the current draw and all future draws if we consider your conduct or behaviour is unacceptable or is contrary to the spirit or intention of the prize draw.

5. Winners

5.1 The winner will be drawn at random from all eligible entries received during the applicable Prize Draw Period. Each winner will be notified within a reasonable time after the applicable Prize Draw Period ends or any subsequent draw either by email, letter or telephone. A signature may be required upon delivery of the relevant prize.

5.2 The prize is awarded conditionally upon Utilita successfully contacting the winner, confirming eligibility and acceptance by the winner.

5.3 If we are unable to contact the winner after a reasonable period and/or we are unable to confirm eligibility or if any prize is unclaimed or declined within a reasonable period, the prize shall be deemed as unclaimed or unaccepted and a supplementary winner may be drawn at our sole discretion in accordance with the Terms.

- 5.4 Unclaimed prizes following the initial draw will be redrawn up to 3 further times. If a prize has not been claimed by the end of this process, the prize may be permanently withdrawn at our sole discretion.
- 5.5 We reserve the right to request written proof of a winner's identity and residence (such as a certified copy of the winner's passport or driver's licence, and proof of address in the form of a utility bill (excluding any Utility bill)). In the event that a winner cannot provide us with proof of identity and/or proof of address, which is reasonably acceptable to us, we may withdraw the prize and select another winner using the process described above.

6. Claiming the prize

- 6.1 If you are the winner of a prize, you will have 14 days from the day that we contact you to claim the prize by:
- (a) telling us you wish to accept the prize, which can be done by phone, email or post;
 - (b) completing our standard account verification procedures;
 - (c) providing any proof of identity or address that we require; and
 - (d) providing any further details that we reasonably require to award, deliver or provide the prize to you.
- 6.2 If you do not claim the prize within this 14-day period, your claim will become invalid.
- 6.3 Once a winner has claimed a prize, we will aim to deliver, provide or transfer the prize within 14 days. For some prizes, this may not be possible (for example if we offer, a holiday or tickets to an event). In these circumstances, we will work with winners to ensure they receive their prizes as soon as reasonably possible and are kept regularly informed as to the estimated date that they will receive their prize.
- 6.4 We are not responsible for any inability of a winner to claim, take up or otherwise receive a prize.
- 6.5 Where a prize is to be redeemed with a third-party company, e.g. gift cards, additional restrictions may apply.
- 6.6 Unless otherwise expressly stated, where a prize requires attendance at a specific venue, the winner and any permitted companions will be solely responsible for travel to and from the venue and all other expenses. We assume no responsibility and are not liable for any costs, charges, or expenses which winners may be required to pay at any time in connection with a prize. Any additional terms of entry specified by the venue will also apply.

6.7 Each prize is non-transferable and non-exchangeable. No cash or equivalent, or alternative, will be offered or given at the request of the winner. We reserve the right to substitute a prize of similar value in the event of non-availability of a prize or a prize cannot be awarded for reasons beyond our reasonable control. In the event the winner does not accept the substitution, the winner will forfeit their right to the prize.

6.8 Winners may not re-sell, exchange or transfer a prize.

7. Limitation of liability

7.1 So far as it is permitted by law, Utilita and its associated companies and agents are not responsible for any unforeseeable losses and liabilities, or any other loss or damage that you may incur which is not an obvious consequence of providing a Promotion, or where the failure is due to circumstances that are beyond our reasonable control, including but not limited to:

- (a) any postponement or cancellation of a Promotion;
- (b) any inaccuracies of data submitted by you;
- (c) any incorrectly completed, lost or delayed notices, acceptances, tickets or other documents or prizes related to a Promotion;
- (d) any changes to the supply (including where the prize does not reach the intended recipient) or cancellation of or use of or delay in the provision of the prize; and/or
- (e) any act or default by the winner or their guest resulting in the winner or their guest being unable to activate or otherwise use the prize (and/or any elements of it) which are beyond Utilita's reasonable control, including (without limitation) communications failure with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of a prize draw, inaccessibility, unavailability or any kind of failure of the internet, any relevant website, mobile phone network, any software, any hardware or any combination thereof.

7.2 We accept no responsibility for incorrectly completed, lost or delayed entries, notices, acceptances, tickets or other documents related to a prize.

7.3 We and our associated companies and agents are not responsible for any indirect, special, or consequential losses you may suffer. Your statutory rights are not affected.

8. Data protection and publicity

8.1 Utilita is committed to protecting and respecting your privacy and will only use your personal information for the purposes of each Promotion that you may enter and in accordance with these Terms. By entering a Promotion, you agree that any personal

information provided by you with your entry may be held and used by Utilita or its agents, suppliers and other applicable third parties in order to administer the Promotion and/or the prizes.

- 8.2 In addition to the above, it is a condition for every Promotion that Utilita has the right to publish and/or make available information that indicates that a valid award took place. This may include announcing a winner on our website or on the relevant social media platform and/or placing the surname and home county of winners on Utilita's website <https://extra.utilita.co.uk/winners>. Prize winners may also be required to participate in publicity events organised by Utilita or any applicable third party including (without limitation) photo, recording, video and/or filming session(s). This information may also be made available to members of the public on request.
- 8.3 You agree that Utilita shall have the right to use all the resulting publicity materials in any media and in any manner Utilita sees fit, unless you advise us at the time of entering a Promotion, or upon winning a prize, that you wish to retain your anonymity. No fees shall be payable to any entrant in relation to any engagement for publicity events or the use of publicity materials.
- 8.4 If you object to your details being published or made available, or you object to taking part in any required publicity events, please contact Utilita at extra@utilita.co.uk as soon as possible. If you wish to remain anonymous, you acknowledge and accept that Utilita may not be able to include you in certain Promotions and/or award you a prize. Please note that even if you object, we are still required by law to provide information relating to a prize, including (without limitation) your details and any request to remain anonymous, to the Advertising Standards Authority on request.
- 8.5 For more information about your privacy and rights, please read Utilita's Privacy Information Notice – Utilita Competitions here: <https://utilita.co.uk/terms>. If you have any questions or concerns in relation to this Privacy Information Notice, you can contact our Data Protection Officer at DPO@utilita.co.uk or write to Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandlers Ford, Eastleigh SO53 3QB.
- 8.6 The details for any applicable third-party privacy notices will be set out in the applicable Promotion Terms.

9. General

- 9.1 We reserve the right to make changes to these General Terms, at our sole discretion, without notice or liability to you. Any change to these General Terms and conditions will not take effect during any active Promotion and will only apply to Promotions that open after the changes to the General Terms have been published.

- 9.2 We reserve the right to hold void, suspend, cancel, or amend any Promotion where it becomes necessary to do so with immediate effect and without liability to you.
- 9.3 We reserve the right to correct any technical errors in the administration of any Promotion with immediate effect and without liability to you; for example, where a technical error results in account holder(s) being unfairly advantaged or disadvantaged.
- 9.4 In the event of fraud, abuse, and/or an error affecting the proper operation of a Promotion, including the allocation of more prizes than are available, Utilita reserves the right to declare a claim for a prize void without liability.
- 9.5 Our decision is final. No correspondence will be entered into with any participant or any other third party in relation to any decision we make in relation to any Promotion.
- 9.6 If any provision of the Terms is held invalid by any law, rule, order, or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.
- 9.7 These terms and conditions shall be governed by the laws of England and Wales, and both you and we submit to the exclusive jurisdiction of the courts of England and Wales.