

Social Media



Utilita Social Media Promotion

# Terms & 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 with company registration number: 04849181 and with VAT number: 823818422 ("Utilita" or "we") and we are the promoter of the Utilita Social Media Promotions.

**1.2** From time-to-time, Utilita will run promotions on social media platforms (including, but not limited to, Facebook, Instagram and Twitter) in which Eligible Customers (as defined in 2.1 below) and/or Eligible Non-Customers (as defined in 2.1 below) can claim a Prize (as defined in 3.1) ("Promotion"). When Utilita runs a Promotion, these terms & conditions ("General Terms") will apply.

**1.3** Each Promotion may also have individual terms and conditions that will apply and will be made available with each applicable Prize on the relevant social media platform ("Promotion Terms").

**1.4** By entering any Utilita Social Media Promotion, you are agreeing to be bound by these General Terms and the Promotion Terms (together "Terms").

**1.5** In the event of any conflict between the General Terms and the Promotion Terms, the General Terms shall take precedence.

**1.6** If there are any issues or questions regarding a Promotion, please email [extra@utilita.co.uk](mailto:extra@utilita.co.uk).

**1.7** You acknowledge and accept that each and every Promotion and/or Prize is in no way sponsored, endorsed, or administered by, or in association with, the relevant social media platform.

**1.8** You further acknowledge and accept that the social media platform used to hold, communicate or administer a Promotion has no liability to you whatsoever in relation to any Promotion and/or Prize.

## 2. Eligibility

**2.1** Promotions are open to current Utilita customers who are resident in the UK (excluding Northern Ireland), aged 18 years or over, and are a member of the "Utilita Energy" group on the relevant social media platform, excluding employees of Utilita Energy Limited ("Eligible Customers") and, in certain circumstances where stated in the applicable Promotion Terms, non-customers who are resident in the UK (excluding Northern Ireland), aged 18 years or over, and are a member of the "Utilita Energy" group on the relevant social media platform, excluding employees of Utilita Energy Limited ("Eligible Non-Customers").

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

**2.3** Only Eligible Customers and Eligible Non-Customers (as applicable) will be capable of entering a Promotion and claiming a Prize. In relation to Eligible Customers, if you are not the account holder of the live supply of electricity and/or gas (i.e. the Utilita customer), you must get permission of the account holder to take part in a Promotion.

**2.4** A Prize can only be redeemed once per Eligible Customer or Eligible Non-Customer (as applicable) per Promotion.

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

**2.5.1** You are agreeing to be bound by the Terms; and

**2.5.2** You are confirming that you are an Eligible Customer or an Eligible Non-Customer (as applicable) capable of entering a Promotion and claiming a Prize.

**2.6** Utilita will not accept entries that are:

**2.6.1** Automatically generated by computer;

**2.6.2** Completed by third parties or in bulk; or

**2.6.3** Incomplete.

**2.7** Entries not complying with the Terms will be deemed invalid.

**2.8** Utilita reserves the right to verify the eligibility of entrants. Utilita may require such information as it considers reasonably necessary for the purpose of verifying the eligibility of entrants and the Prize may be withheld until and unless Utilita is satisfied with the verification.

**2.9** Utilita reserves the right to refuse entry or refuse to award the Prize to anyone in breach of the Terms.

**2.10** Upon confirming eligibility, the Eligible Customer's or the Eligible Non-Customer's (as applicable) details may be passed onto a third-party company to facilitate and/or arrange delivery of the Prize. Further details of the third-party company will be included in the applicable Promotion Terms.

## 3. The Prize and how to enter

**3.1** Eligible Customers and Eligible Non-Customers (as applicable) can enter a competition and/or claim a gift subject to the qualifying criteria set out in the applicable Promotion Terms ("Prize").

**3.2** The details of a Promotion and any Prize will be set out in the applicable Promotion Terms.

**3.3** Prizes are subject to any relevant opening and closing dates for the applicable Promotion, as specified in the applicable Promotion Terms.

**3.4** Prizes are subject to availability. Utilita provides no guarantee that the Prizes will remain available throughout the duration of the applicable Promotion.

**3.5** Utilita will contact the winner personally as soon as practicable after the closing date for that Promotion by private message on the relevant social media platform in which the Promotion took place. It is important that you keep your account details up to date so that Utilita can contact you if you have won. Utilita will continue to make reasonable efforts to contact you up to a maximum of 14 days following the closing of the relevant Promotion.

**3.6** If Utilita is unable to contact the winner after a reasonable period and/or 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. Utilita is not responsible for any inability of a winner to take up or otherwise receive the specified Prize.

**3.7** Each Prize is non-negotiable, non-transferable and non-exchangeable. No cash or equivalent, or alternative, will be offered or given at the request of the winner. Utilita reserves the right to substitute a Prize of similar value in the event of non-availability of the Prize or the Prize cannot be awarded for reasons beyond Utilita's reasonable control. In the event the winner does not accept the substitution, the winner will forfeit their right to the Prize.

**3.8** The winner may not re-sell, exchange or transfer the Prize.

## 4. Claiming the Prize

**4.1** If you are the winner of a Prize, you will have 14 days from the date that Utilita contacts you in order to claim the Prize by:

**4.1.1** Telling Utilita you wish to accept your Prize by responding to Utilita's message; and

**4.1.2** Completing Utilita's standard account verification procedures; and

**4.1.3** Providing any proof of identity or address that Utilita requires; and

**4.1.4** Providing any further details that Utilita reasonably requires to deliver or provide the Prize to you.

If you do not claim the Prize by this date, your claim will become invalid.

**4.2** Once a winner has claimed a Prize, Utilita will aim to deliver, provide or transfer the Prize to you within 14 days. For some Prizes, this may not be possible. In these circumstances, Utilita will work with winners to ensure they receive their Prize as soon as reasonably practicable and are regularly

informed as to the estimated date that they will receive their Prize.

**4.3** The Prize may not be claimed by a third party on a winner's behalf, but Utilita may (in its sole discretion) make reasonable adjustments on a case by case basis to allow as many winners as possible to claim a Prize.

**4.4** Utilita does not accept any responsibility if a winner is not able to take up a Prize.

**4.5** Where the Prize is to be redeemed with a third-party company, e.g. gift cards, additional restrictions may apply. The Promotion Terms will specify any additional and/or third-party company terms and conditions in relation to the Prize.

**4.6** Where the Prize to be redeemed for attendance at a specific venue, the Eligible Customer or the Eligible Non-Customer (as applicable) and any permitted companions will be solely responsible for travel to and from the venue and all other expenses. Utilita assumes no responsibility and is not liable for any costs, charges or expenses which Eligible Customers or Eligible Non-Customers may be required to pay at any time in connection with a Prize. Events may occasionally be cancelled for reasons outside Utilita's control. Utilita will endeavour to promptly update any relevant information but will not be liable for any change of date or venue or cancellation of any event. Additional terms of entry specified by the venue will also apply.

## 5. Limitation of liability

**5.1** So far as it is permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.

**5.2** So far as it is permitted by law, Utilita and its associated companies and agents are not responsible for:

**5.2.1** direct, indirect, special or consequential loss, damage, disappointment, personal injury or death occurring as a result of taking up the Prize, except where it is caused by Utilita's, its agents or its distributors negligence or that of their employees. Your statutory rights are not affected; or

**5.2.2** 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 Prize, or where the failure is due to circumstances that are beyond Utilita's reasonable control, including but not limited to:

(i) any postponement or cancellation of a Promotion;

(ii) any inaccuracies of data submitted by you;

**(iii)** any incorrectly completed, lost or delayed notices, acceptances, tickets or other documents or Prizes related to a Promotion(s);

**(iv)** any changes to the supply (including where the Prize does not reach the intended recipient) or cancellation of or use of the Prize; and/or

**(v)** any act or default by the winner or their guest resulting in the winner or their guest being unable to activate the Prize (and/or any elements of it) which is 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 Promotion or Prize, inaccessibility, unavailability or any kind of failure of the internet, any relevant website, mobile phone network, any software, any hardware or any combination thereof.

## 6 Data protection and publicity

**6.1** 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.

**6.2** 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 Prize winner on the relevant social media platform and/or placing the surname and home county of Prize winners on Utilita's website [extra.utilita.co.uk/winners](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 will also be made available to members of the public on request.

**6.3** 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.

**6.4** 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](mailto: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.

**6.5** For more information about your privacy and rights, please read Utilita's Privacy Information Notice here: [utilita.co.uk/terms](https://utilita.co.uk/terms). If you have any questions or concerns in relation to this Privacy Information Notice, you can contact Utilita's Data Protection Officer at [DPO@utilita.co.uk](mailto:DPO@utilita.co.uk) or write to Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandlers Ford, Eastleigh SO53 3QB.

**6.6** The details for any applicable third-party privacy notices will be set out in the applicable Promotion Terms.

## 7 General

**7.1** Utilita reserves the right to hold void, suspend, cancel, or amend a Promotion, the Terms or a Prize at any time with immediate effect, without prior notice and without liability to you. However, in the case of withdrawal of a Prize, a notice will be posted on Utilita's home page on the relevant social media platform where it is reasonable to do so.

**7.2** Utilita reserves the right to correct any technical errors in the administration of any Promotion and/or Prize and/or the Terms with immediate effect and without liability to you; for example, where a technical error results in account holder(s) being unfairly advantaged or disadvantaged.

**7.3** 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.

**7.4** Utilita's decision is final. No correspondence will be entered into with any Eligible Customer, any Eligible Non-Customer or any other third party.

**7.5** 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.

**7.6** These Terms shall be governed by the laws of England and Wales, and each party submits to the exclusive jurisdiction of the courts of England and Wales.