

Utilita Jackpot

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 the Utilita Jackpot.

2. The prize draw

2.1 The title of the promotion is the "Utilita Jackpot".

2.2 Utilita Jackpot is a prize draw that is free to enter for all eligible Utilita energy customers (see the eligibility criteria set out below). You don't need to do anything to enter, we do all the hard work for you.

2.3 All eligible Utilita domestic energy customers have the chance to win one of the great prizes on offer (see "The prizes" section below).

3. How to opt out of the Utilita Jackpot

3.1 We understand that not everyone will want to be part of the Utilita Jackpot. If you do not want to be part of the Utilita Jackpot, you can opt out at any time up until the Closing Date (as defined below) by any of these methods:

(a) Send us an email to Jackpot@utilita.co.uk containing your Name, Address and Customer Reference number and put "Utilita Jackpot Opt Out" in the subject line of your email; or

(b) Follow the instructions at the bottom of any Utilita Jackpot email communication sent by us; or

(c) Call **0345 207 2000**.

3.2 Once we have received your request to opt out, we will not enter you into any future Utilita Jackpot draw, even if you meet the eligibility criteria. If you change your mind, you can opt back into the Utilita Jackpot draw by any of these methods:

(a) Send us an email to Jackpot@utilita.co.uk containing your Name, Address and Customer Reference number and put "Utilita Jackpot Opt Back In" in the subject line of your email; or

(b) Call **0345 207 2000**.

3.3 If you decide to opt back into the Utilita Jackpot draw and you meet the eligibility criteria, you will be entered into the next draw.

3.4 If you do not opt out of Utilita Jackpot or you decide to opt back into the Utilita Jackpot, you will be bound by these terms and conditions in the operation of the Utilita Jackpot. These terms do not affect any other services provided by Utilita.

4. How to enter

4.1 Utilita Jackpot is a prize draw, giving you a new chance to win each time.

4.2 Each prize draw will run from 00:01 on first day of the promotion (the "Opening Date") to 23:59 on the last day of the promotion (the "Closing Date") inclusive. Further details of each promotion can be found here utilita.co.uk/extra/jackpot.

4.3 To enter the Utilita Jackpot, all you need to do is check that you meet the eligibility criteria below and importantly, make sure your account details are up to date so that we can contact you if you win.

4.4 Entrants for each prize draw must be opted into the Utilita Jackpot and meet the eligibility criteria on the Opening Date to be included in that prize draw.

5. Additional tickets

5.1 Each eligible Utilita domestic energy account will qualify for 1 entry ticket into each Utilita Jackpot draw.

5.2 From time to time we may offer other opportunities for you to earn extra tickets for the Utilita Jackpot for a range of activities such as being a loyal customer, for completing customer surveys or for referring a friend to Utilita.

5.3 If there is an opportunity to gain extra tickets for one or more Utilita Jackpot draws, we will provide details of any activities that can earn additional tickets and their eligibility criteria here utilita.co.uk/extra/jackpot. We may add, remove and change the opportunities and their eligibility criteria from time to time at our sole discretion and without any liability to you.

5.4 We will always publish any changes to opportunities to gain extra tickets for an upcoming Utilita Jackpot draw (including adding a new and ongoing opportunity or the removal of and/or an amendment to a current opportunity) at least 28 days before the Opening Date of the draw they apply to.

5.5 Notwithstanding clause 5.4, we may from time to time wish to introduce a one-off opportunity to gain extra tickets for a Utilita Jackpot draw (a **"One-off Event"**). We reserve the right to introduce a One-off Event on giving 14 days' notice to you, either before, on or after the Opening Date. Each One-off Event we introduce will expire on the Closing Date of the draw they apply to.

5.6 If there are no extra tickets to be gained for a Utilita Jackpot draw, the prize draw will include the base tickets awarded only.

5.7 Some activities may give you an extra ticket for each draw going forward whilst you continue to meet the eligibility criteria. Other One-off Events, such as completing a survey, may give you an extra ticket for one specific draw. You will need to check the eligibility criteria to understand how these additional tickets operate.

5.8 We will not accept additional tickets that:

- (a) are incomplete, illegible, have been altered, reconstructed, forged or tampered with; or
- (b) have been obtained by any of the following means:
 - (i) automatically generated by computer;
 - (ii) completed by third parties; or
 - (iii) in bulk.

Any accounts or account holders found to be using such methods will be disqualified from the current Utilita Jackpot draw and all future draws.

6. Eligibility

6.1 The Utilita Jackpot is only open to Utilita domestic energy account holders resident in the UK (excluding Northern Ireland) aged 18 years or over, **except:**

- (a) account holders who are employees and the employees of any of our holding or subsidiary companies; and/or
- (b) account holders who are employees of agents or suppliers to us or our holding or subsidiary companies, who are professionally connected with the promotion or its administration; and/or
- (c) account holders who are members of the immediate families or households of (a) and (b) above; and/or
- (d) accounts where the holder is listed as "void" or "occupier"; and/or
- (e) accounts where Utilita has received a notification of a change of supplier, so that Utilita will cease to provide energy to the address covered by 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
- (f) accounts that do not have a valid contact phone number or email address registered.

6.2 If you do not opt out of the Utilita Jackpot, you confirm that you are eligible to take part in the Utilita Jackpot and eligible to claim any prize you may win. We may require you to provide written proof that you are eligible to participate in the Utilita Jackpot.

6.3 We reserve the rights to exclude you from the Utilita Jackpot and/or disqualify you from the current draw and all future draws if your conduct is contrary to the spirit or intention of the prize draw.

7. The prizes

- 7.1 The Utilita Jackpot prizes available may change from one promotion to the next. You can keep track of the prizes to be won here utilita.co.uk/extra/jackpot.
- 7.2 Although the exact prizes available may change from one prize draw to the next, we promise that there will be a minimum of 5 prizes to be won in each draw.
- 7.3 We reserve the right to substitute any of the prizes with a prize of equal or greater value, which may include substituting a non-cash prize with a cash alternative.
- 7.4 Where a prize comprises event tickets, the prize does not include any travel expenses, accommodation or food and drink at the event itself unless expressly stated. Where a prize comprises a holiday, the prize only includes the elements (such as flights, transfers, accommodation and meals) that are expressly stated in the details of the prize.
- 7.5 The prizes are not negotiable or transferable.

8. Winners

- 8.1 The winner of each prize will be drawn at random during the first two weeks following the Closing Date for that draw (the "**Winning Draw**"). Reserve winners will be drawn at the same time to allow for the possibility that a prize may go unclaimed and needs to be redrawn.
- 8.2 Unclaimed prizes following the initial draw will be redrawn up to 2 further times. If a prize has not been claimed by the end of this process, the prize will be permanently withdrawn.
- 8.3 Prizes that have been permanently withdrawn will not be rolled over and added into the next draw.
- 8.4 To give all our eligible account holders the best chance of winning a prize, only one prize may be won by each account holder in each draw. If an account holder has multiple winning tickets, they will receive the highest value prize they are eligible for, and all other prizes will be redrawn.
- 8.5 We must either publish or make available information that indicates that a valid award took place. To comply with this obligation, we will publish the surname and county of major prize-winners on our website utilita.co.uk/extra/jackpot within 10 days of the Winning Draw (the "**Announcement Date**"). This information will also be made available to members of the public on request.

- 8.6 If you object to your surname and county being published or made available, please contact us at Jackpot@utilita.co.uk as soon as possible. Your objection will be applied to any future prizes that you may win. Please note that even if you object, we are still required by law to provide this information to the Advertising Standards Authority on request.
- 8.7 We will contact the winner personally as soon as possible after the Announcement Date, using the telephone number or email address listed in the winner's Utilita account details. It is important that you keep your account details up to date so that we can contact you if you have won. We will continue to make reasonable efforts to contact you up to a maximum of 14 days following the Announcement Date.
- 8.8 We reserve the right to request written proof of a winner's identity (usually in the form of a certified copy of the winner's passport or driver's licence and proof of address in the form of a utility bill). In the event that a winner cannot provide us with proof of identity which is reasonably acceptable to us, we may withdraw the prize and select another winner using the process described above.
- 8.9 Each draw will be overseen by 2 members of our senior management team.
- 8.10 The Utilita Jackpot draw process and infrastructure will be audited annually by specialist competition/prize draw auditors.
- 8.11 Where a winner has a debt on any of their accounts with us, we may, in our sole discretion, set off the value of the prize against the value of the debt and award the winner with the remaining value of the prize.

9. Claiming the prize

- 9.1 If you are the winner of the prize, you will have 14 days from the Announcement Date to claim the prize by:
- telling us you wish to accept your prize, which can be done by phone, email or post; and
 - completing our standard account verification procedures; and
 - providing any proof of identity or address that we require; and
 - providing any further details that we reasonably require to deliver or provide the prize to you.

If you do not claim the prize by this date, your claim will become invalid. In these circumstances, the prize will be deemed unclaimed and redrawn in accordance with clause 8.2.

- 9.2 Once a winner has claimed their prize, we will aim to deliver, provide or transfer the prize to them within 14 days. For some prizes, this may not be possible (for example if we offer, a holiday or a car). In these circumstances, we will work with winners to ensure they receive their prizes as soon as reasonably possible and are regularly informed as to the estimated date that they will receive their prize.
- 9.3 The prize may not be claimed by a third party on a winner's behalf but we may (in our sole discretion) make reasonable adjustments on a case by case basis to allow as many winners as possible to claim their prizes.
- 9.4 We do not accept any responsibility if a winner is not able to take up their prize.
- 12.3 We reserve the right to hold void, suspend, cancel, or amend the prize draw where it becomes necessary to do so with immediate effect and without liability to you.
- 12.4 We reserve the right to correct any technical errors in the administration of the Utilita Jackpot with immediate effect and without liability to you; for example, where a technical error results in account holder(s) being unfairly advantaged or disadvantaged.
- 12.5 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.

10. Limitation of liability

To the extent that we are allowed to by law, we, our agents or our distributors will not in any circumstances be responsible or liable to compensate a winner or accept any liability for any loss, damage, disappointment, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of us, our agents or our distributors or that of their employees. Your statutory rights are not affected.

11. Data protection and publicity

We will only process your personal information as set out in Utilita's Privacy Information Notice which can be found here utilita.co.uk/terms. See also clause 8.5 and clause 8.6, with regard to the announcement of winners.

12. General

- 12.1 If there is any reason to believe that you have breached these terms and conditions, we may, at our sole discretion, reserve the right to exclude you from participating in the Utilita Jackpot or any future prize draw or competition.
- 12.2 Without prejudice to our rights under clause 5, we reserve the right to make changes to these general terms and conditions, at our sole discretion, upon giving you at least 28 days' notice. Any change to these general terms and conditions will not take effect during a Utilita Jackpot draw and will only apply from the Opening Date of the next draw upon expiry of the 28 days' notice. Any changes to these terms and conditions will be posted here utilita.co.uk/extra/jackpot.