

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 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) prior to or on 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, 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, who are resident in the UK (excluding Northern Ireland), occupy or otherwise reside at the address of supply, 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 or due to any circumstances in which we deem the outcome of any prize draw to be unfair or unreasonable.

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 winning account 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 If there are multiple account holders named on the winning account, then in the first instance we will award the prize to the main account holder (the "Primary Account Holder"). If the Primary Account Holder is unable to accept the prize for any reason or is ineligible under clause 6, then we reserve the right to award the prize to the secondary account holder, subject to the eligibility requirements. The decision as to who should be awarded this prize remains at our sole discretion.

8.3 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.

8.4 Prizes that have been permanently withdrawn will not be rolled over and added into the next draw.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 It is your responsibility to keep your account details up to date so that we can contact you if you have won and to ensure that the correct winner is allocated the prize. We will continue to make reasonable efforts to contact you up to a maximum of 14 days following the Announcement Date. We do not accept any responsibility for your failure to provide these details and reserve the right to withdraw the prize if we consider that failure to do so leads to an unfair outcome.

8.10 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.

8.11 Each draw will be overseen by 2 members of our senior management team.

8.12 The Utilita Jackpot draw process and infrastructure will be audited annually by specialist competition/prize draw auditors.

8.13 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:

- (a) telling us you wish to accept your prize, which can be done by phone, email or post; and
- (b) completing our standard account verification procedures; and
- (c) providing any proof of identity or address that we require; and
- (d) 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.

9.5 We reserve the right to exercise our discretion in relation to prize winners.

10. Limitation of liability

10.1 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.

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

10.3 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.

11. Data protection and publicity

11.1 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.

11.2 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 Facebook page. 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.

11.3 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.

11.4 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 jackpot@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.

11.5 For more information about your privacy and rights, please read Utilita's Privacy Information Notice – Utilita Competitions here: 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.

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

12. General

12.1 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 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

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 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.

12.9 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.