

Utilita Extra



Terms & Conditions

Utilita Extra Prize Draw



1. Who are we

1.1. We are Utilita Energy Limited, of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh SO53 3QB, registered in England – 04849181 – and with VAT number: 823818422 ("Utilita", "we", "our" or "us") and we are the promoter of the Utilita Extra.

1.2. These terms and conditions and any appendices, together with the Energy Efficiency Plan (defined later on below), make up our agreement with you (**Agreement**).

2. Utilita Extra

2.1. Utilita Extra is a service for Utilita customers.

2.2. As part of Utilita Extra, we run competitions from time to time. When we run competitions, these terms and conditions ("General Terms") will apply.

2.3. Each competition may also have individual terms & conditions that will apply and will appear on the offer page or given as instructions at the point of entry of each competition ("Competition Terms").

2.4. By entering any Utilita Extra competition, you are agreeing to be bound by these General Terms and the Competition Terms (together "Terms").

2.5. In the event of any conflict between these General Terms and the Competition Terms, the General Terms shall take precedence.

2.6. If there are any issues or questions regarding a competition or the Terms, please contact Utilita Extra by emailing extra@utilita.co.uk.

3. Eligibility

3.1. Utilita Extra is open to Utilita customers with a live supply of an electricity and/or gas account who are UK residents, including:

3.1.1. Account holders who are employees of any of our holding or subsidiary companies; and/or

3.1.2. Account holders who are members of the immediate families or households of (a) and (b) above.

3.2. The account holder of the live supply of electricity and/or gas will be capable of winning prizes. If you are not the account holder, you must get permission from the account holder to enter a competition.

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

3.4. You are responsible for inaccuracies of the data submitted through each competition. By entering each competition:

3.4.1. You are agreeing to be bound by the Terms; and

3.4.2. You are confirming that you are eligible to do so and eligible to claim the prize that you may win.

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

3.6. 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.

3.7. We reserve the right to refuse entry or refuse to award the prize to anyone in breach of the Terms.

4. How to enter and the prize draw

4.1. To be in with a chance of winning a prize, simply follow the instructions for each competition.

4.2. Each competition will specify the 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 competition.

4.4. The winner will be drawn at random from all eligible entries received during the applicable prize draw period. Each competition winner will be notified within a reasonable time after the applicable prize draw period ends or any subsequent draw either by email, mail or telephone. A signature may be required upon delivery.

4.5. The prize is awarded conditionally upon Utilita contacting the winner, confirming eligibility and acceptance by the winner. 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. We are not responsible for any inability of a prize winner to take up or otherwise received the specified prize.

4.6. Unless otherwise expressly stated, where the 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.

4.7. 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 the prize or the 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.

4.8. The winner may not re-sell, exchange or transfer the prize.

5. Limitation of liability

5.1. 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 this competition, or where the failure is due to circumstances that are beyond our reasonable control, including but not limited to:

5.1.1. Any postponement or cancellation of a competition;

5.1.2. 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

5.1.3. 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 are beyond Utilita's reasonable control, including (without limitation) communications failure with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilised 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.

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

5.3. 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.

6. Data protection and publicity

6.1. We are committed to protecting and respecting your privacy and will only use your personal information in accordance with these General Terms and our privacy information notice. By entering this competition, you agree that any personal information provided by you with your entry may be held and used by us or our agents and suppliers to administer each competition.

6.2. For more information about your privacy and rights, please read our privacy information notice 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 us at Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandlers Ford, Eastleigh, SO53 3QB.

7. Your energy efficiency plan

7.1. We reserve the right to hold void, suspend, cancel, or amend any competition and/or any prize draw where it becomes necessary to do so with immediate effect and without liability to you.

7.2. We reserve the right to review and revise these General Terms at any time without giving prior notice, except that such changes shall not take effect during the course of a current and ongoing competition.

7.3. We reserve the right to correct any technical errors in the administration of each competition with immediate effect and without liability to you; for example, where a technical error results in account holder(s) being unfairly advantaged or disadvantaged.

7.4. These General Terms 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.