EDF Small Business SME XPO competition (the "Competition") Terms and Conditions (the "Rules")

The Competition is provided by EDF Energy Customers Limited, a company registered in England & Wales with company number 02228297, having its registered address at 90, Whitfield Street, London, England, W1T 4EZ (the "**Promoter**"). Entry into the Competition signifies acceptance of these Rules.

1. Competition timeline

1.1 The Competition will run from 00:00am on 18 June 2025 (the "**Opening Date**") to 23:59pm on 19 June 2025 (the "**Closing Date**") inclusive.

1.2 All entries relating to the Competition (the "**Entries**") must be received by the Promoter through submission via the dedicated Competition website which can be found at www.https://www.edfenergy.com/sme-business/sbexpocomp (the "**Competition Website**") by no later than 23:59pm on the Closing Date. All Entries received after the Closing Date are automatically disqualified.

1.3 To enter the Competition, entrants must fill in the required information on the Competition Website and submit the online entry form in accordance with the instructions on the Competition Website by the Closing Date.

1.4 There is no purchase necessary to enter the Competition and there is no charge to register for use of the website.

2. Eligibility

2.1 The Competition is only open to companies registered in the United Kingdom, except:

a) Affiliates and Group Companies of the Promoter; and

b) agents or suppliers of the Promoter or its Affiliates or Group Companies, who are professionally connected with the Competition or its administration.

2.2 In entering the Competition, you confirm that your company is eligible to do so, and that you are eligible to claim the Prize on behalf of the company. The Promoter may require you to provide proof that you are eligible to enter the Competition.

2.3 The Promoter will not accept Entries that are automatically generated by a computer, illegible, have been altered, reconstructed, forged or tampered with, photocopies and not originals, or incomplete.

2.4 There is a limit of one Entry per company, during the Competition. Entries on behalf of another company will not be accepted and joint submissions are not allowed.

3. Selecting the winner

3.1 Out of all submitted eligible Entries, one winner will be selected based on the eligible Entries each being assigned a number and using a random number generator to select a winner.

3.2 If the Promoter reasonably determines that no Entry satisfactorily fulfils the required criteria, the Promoter reserves the right not to announce a winner and accordingly, shall withhold the Prize.

4. The Prize

4.1 One (1) winner will receive **a Nespresso Zenius Coffee machine, Aeroccino XL and Discovery 450 Capsule assortment** (the "**Prize**"). The Prize is not negotiable, transferable or exchangeable for a cash alternative.

4.2 The Prize will be provided by the Promoter. Any other costs incurred in addition to those set out above are the responsibility of the winner.

4.3 The Prize is subject to availability. The Promoter reserves the right, at its absolute discretion, to substitute the Prize with an alternative prize.

4.4 The winner will be notified by the Promoter by 5pm on 23 June 2025 (the "**Announcement Date**") by email or phone to the details previously provided via the Competition Website.

5. Claiming the Prize

5.1 If you are the winner, you will have 10 days from the Announcement Date to accept the Prize by replying to the email or phone call.

5.2 If you are the winner, please allow up to 30 days following the acceptance of the Prize for the Prize to be delivered to the designated address.

5.3 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 10 days of the Announcement Date, the Promoter reserves the right to offer the Prize to an alternative eligible entrant selected from the valid Entries received.

6. Limitation of Liability

6.1 The Promoter does not accept responsibility for Entries that are lost/damaged or delayed, regardless of cause, including for example as a result of any postal or equipment failure, technical malfunction, systems, satellite, network, server or any computer hardware or software failure of any kind, nor will it accept proof of posting or transmission as proof of receipt of Entry into the Competition.

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

7. Intellectual Property

7.1 Any intellectual property rights arising in, generated from or associated with the submission of an Entry ("**Entry IP**") shall be vested in the Promoter.

7.2 By submitting an Entry, where applicable the entrant warrants that: (i) all materials submitted in the Entry are original and the entrant's own work; (ii) it is the sole owner of all intellectual property rights subsisting in the Entry (including supporting materials); (iii) it has full authority to enter this Competition; (iv) the use or exploitation of the submitted information and/or materials will not infringe any rights of any third party and (v) it shall immediately inform the Promoter if it becomes aware of any such infringement.

7.3 By submitting the Entry, in consideration of the benefits of participation, the entrant hereby grants to the Promoter and exclusive, royalty-free, sole worldwide, irrevocable licence to use, display, publish, transmit, copy, edit, alter, store and/or re-format the Entry, including the idea, and any accompanying material submitted to the Promoter for any purpose, including in connection with any publicity of the Competition. The entrant undertakes not to grant to any third party any other licence or rights in respect of the Entry, idea or submitted material.

7.4 In consideration of the Prize, each entrant agrees that it shall:

a) assign to the Promoter, with full title guarantee, all intellectual property rights in the submitted Entry (including the idea, and any accompanying material submitted to the Promoter) to which the entrant may now or at any time in the future be entitled, including under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world; and

b) waive all moral rights in the submission.

Such assignment and waiver shall be effective as at the date of submitting the Entry.

8. Data protection and publicity

8.1 By entering into the Competition, you agree that any personal information provided by you in relation to the Entry may be held and used by the Promoter or its agents and suppliers to administer the Competition.

8.2 If you are the winner of the Competition, you agree that the Promoter may use your company name, image and town or county of residence to announce the winner of this Competition and for any other reasonable and related promotional purposes.

8.3 You further agree to participate in any reasonable publicity required by the Promoter. Failure to do so will result in forfeiture of the Prize.

9. General

9.1 The Promoter reserves the right to disqualify any Entry which does not fully comply with these Rules or if the entrant's conduct is contrary to the spirit or intention of the Competition.

9.2 The Promoter may cancel this Competition at any time, and/or may amend the terms of the Competition. Any withdrawal of or changes to the Competition shall be published on the Promoter's website.

9.3 If these Rules or any part of them should be determined to be illegal, invalid or otherwise unenforceable, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Rules and the remaining Rules shall survive and remain in full force and effect.

9.4 The following definitions shall apply to these terms and conditions:

9.4.1 **"Affiliate"** means any Group Company or other entity which, directly or indirectly controls, or is controlled by, or is under common control with, that person, where control shall mean the possession, directly or indirectly, of the majority of the voting rights exercisable at the shareholder meetings of that person or the power to direct or cause the direction of the management or operating policies of the entity through the exercise of voting rights, contract, trust or otherwise, or a right to appoint the majority of the directors of the entity.

9.4.2 **"Group Company"** means a company or corporation which is: (a) the ultimate Holding Company of a person; (b) a Subsidiary of a person; (c) a subsidiary of the ultimate Holding Company of a person; (d) an Affiliate; or (e) an Associate of a person. For the purposes of this definition the terms "Holding Company" and "Subsidiary" shall have the meanings assigned to them by Section 1159 of the Companies Act 2006 and "Associate" shall have the meaning assigned to it by Section 430 of the Corporation Tax Act 2010 and "Associate" shall have the meaning assigned to it by Section 430 of the Corporation Tax Act 2010.

9.5 These terms and conditions shall be governed by the law of England and Wales, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

9.6 Please do not enter this Competition if any of these provisions are unacceptable.