

EDF Pulse Innovation Challenge 2020 Poll Prize Draw (the "Competition") Terms and Conditions (the "Rules")



The Competition is provided by EDF Energy Customers Ltd ("EDF"), a company registered in England & Wales with company number 2228297, having its registered address at 90 Whitfield Street, London SW1T 4EZ (the "Promoter"). Entry into the Competition signifies acceptance of these Rules.

1. Competition timeline

- 1.1 The Competition will run from 09:00 on 19 October 2020 (the "Opening Date") to 11:59 on 8 November 2020 (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 <https://www.edfenergy.com/about/innovation/challenge> (the "Competition Website") by no later than 11:59 on the Closing Date. All Entries received after the Closing Date are automatically disqualified.
- 1.3 **To enter the Competition:**
Fill in the required information and submit the online entry form in accordance with the instructions on our 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

- The Competition is only open to residents in the United Kingdom aged 18 years or over at the date of the Competition.
- 2.1 In entering the Competition, you confirm that you are eligible to do so and eligible to claim the Prize. The Promoter may require you to provide proof that you are eligible to enter the Competition. 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.
 - 2.2 There is a limit of one Entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

3. The Prize

- 3.1 Three Entries will be randomly selected to win a £100 Amazon gift voucher code each ("together, the "Prizes"). The Prizes are not negotiable, transferable or exchangeable for a cash alternative.
- 3.2 The Prizes will be provided by email. Any other costs incurred in addition to those set out above are the responsibility of the winners.
- 3.3 Prizes are subject to availability. The Promoter reserves the right, at its absolute discretion, to substitute the prize with an alternative prize.
- 3.4 The winners will be notified by the Promoter within 25 working days following Closing Date (the "Announcement Date") by email.

4. Claiming the Prize

- 4.1 The Prize will be emailed to the winners at the time of notification.

5. Limitation of Liability

- 5.1 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.
- 5.2 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.

6. Intellectual Property

- 6.1 Any intellectual property rights arising in, generated from or associated with the submission of an Entry ("Entry IP" shall be vested in the Promoter.
- 6.2 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.
- 6.3 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.
- 6.4 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

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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.

7. Data protection and publicity

7.1 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.

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

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

8. General

8.1 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.

8.2 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.

8.3 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.

8.4 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.

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