Energy Super Saver (the "Prize Draw") Terms and Conditions (the "Rules")

The Prize Draw 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 (EDF). Entry into the Prize Draw signifies acceptance of these Rules.

**1**. This promotion is effective from 14/08/2023. We reserve the right to suspend or end the promotion at any time without notice

1.2 If you fulfil the Eligibility Criteria (set out in Clause 2) you will be entered into the Prize Draw automatically in the calendar month you booked your appointment. There is no purchase necessary to enter the Prize Draw and there is no charge to take part. You can opt out of the Prize Draw at any time by emailing <u>smartoptout@edfenergy.com</u> with your EDF account number and / or your full name and address.

# 2. Eligibility Criteria

2.1 The Prize Draw is only open to residents in Great Britain aged 18 years or over at the Opening Date and who have their energy supplied by EDF on a domestic energy tariff.

2.2 To be entered into the Prize Draw, you must:

a) have your energy supplied by EDF on a domestic tariff during the Promotional Period. Switching energy supplier at any point during the Promotional Period will remove you from the Prize Draw; and

# 2.2.1 lf:

2.2.1.1 between the Opening Date and the Closing Date you have booked an appointment for a smart meter to be installed; or

2.2.1.2 you attempt to book an appointment and currently unable to secure an appointment due to no appointments and register your interest in having a smart meter installed (you can register your interest through My Account or one of our agents.

2.2.1.3 you will only be entered into the prize draw once during the promotional period (the month you book your smart meter appointment will be the month you will be entered into the prize draw)

2.4 EDF may require proof that you are eligible to enter the Prize Draw and may remove from the Prize Draw any entries which it deems contrary to these Rules.

2.5 Any entries that are fraudulent, where the entrant decides not to complete their smart meter installation (cancel appointment after booking their appointment), or subsequently removes their smart meter, or decides to opt out of the Prize Draw, will be removed from the Prize Draw. The final decision shall be at EDF's complete and sole discretion and no correspondence will be entered into over any dispute.

## 3. The Prize

3.1 There will be ten Prize Draws per calendar month. The winner of each Prize Draw will be selected at random from all entrants who met the Eligibility Criteria during the prior calendar month ("the Winner").

3.2 The Winner will receive up to the maximum value of £1,000 (the "Prize").

3.3 The Prize will be credited to the Winner's EDF energy supply account.

3.4 The Prize is not negotiable, transferable or exchangeable for a cash alternative.

### 4. Claiming the Prize

4.1 The Winner will be notified by EDF by email, letter or phone call within 10 days of the monthly Prize Draw they have won (the "Announcement Date").

4.2 The Winner must allow 30 working days following the acceptance of the Prize for the Prize to be credited to their EDF account. The Winner of the Prize will have 20 working days from the Announcement Date to accept the Prize.

4.3 EDF 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 20 days of the Announcement Date, EDF reserves the right to offer the Prize to an alternative eligible entrant.

### 5. Limitation of Liability

5.1 EDF does not accept responsibility for any entries not received by EDF for any reason.

5.2 EDF will not be liable to reimburse any expenses incurred in connection with entering the Prize Draw. EDF in its sole discretion reserves the right to withdraw or vary the terms of the Prize Draw and/or any offer made in connection with them in order to comply with the decision of any relevant judicial or regulatory body and shall not be held liable to any entrant for so doing.

5.3 Insofar as is permitted by law, EDF, 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 EDF, its agents or distributors or that of their employees. The Winner's statutory rights are not affected.

#### 6. Data protection and publicity

6.1 By entering into the Prize Draw, you agree that any personal information provided in relation to the Prize Draw may be held and used by EDF solely in accordance with UK data protection legislation. EDF's privacy policy shall apply to any data collected in connection with this Prize Draw and can be found online at <u>https://www.edfenergy.com/termsconditions/privacy-cookie-policy</u>.

6.2 The Winner agrees that EDF may use their name, image and town or county of residence to announce the Winner of this Prize Draw and for any other reasonable and related promotional purposes.

6.3 The Winner further agrees to participate in any reasonable publicity required by EDF. Failure to do so will result in forfeiture of the Prize.

#### 7. General

7.1 The Rules of the Prize Draw are separate to any terms and conditions for supply of energy and will not affect the rights and obligations under those terms.

7.2 EDF 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 Prize Draw.

7.3 EDF may cancel this Prize Draw at any time, and/or may amend the terms of the Prize Draw. Any withdrawal of or changes to the Prize Draw shall be published on EDF's website: <u>https://www.edfenergy.com/super-saver-draw</u>

7.4 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.

7.5 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.