

# EDF Energy Facebook 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 9:00am on Saturday 1 May 2021 (the "Opening Date") to 5:00pm on Monday 31 May 2021 (the "Closing Date") inclusive.
- 1.2 All entries relating to the Competition ("Entry" or "Entries") must be received by the Promoter no later than 5:00pm on the Closing Date. Entries received after 5:00pm on the Closing Date will not be considered.
- 1.3 **To enter the Competition:**
  - a) All Entries must be submitted via the Promoter's Facebook page by liking the Promoter's Facebook page and commenting on the pinned competition post.
  - b) Only one entry per person is permitted. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 1.4 The Competition is free to enter and no purchase is necessary.

### 2. Eligibility

- 2.1 Entrants must be 18 years of age or over at the date of the Competition and resident in the United Kingdom.
- 2.2 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.

### 3. Selecting the winner

- 3.1 Out of all submitted eligible Entries, three winners will be selected based on the eligible Entries being pulled out of a hat at random (the "Selection Criteria").
- 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(s).

### 4. The Prize

- 4.1 Each winner will receive a £150 Amazon gift card (the "Prize"). The Prize is not negotiable, non-transferable, non-exchangeable and no cash alternative is offered.
- 4.2 Prizes are subject to availability. The Promoter reserves the right, at its absolute discretion, to substitute the Prize with an alternative prize of equal or higher value.
- 4.3 The winners will be notified by the Promoter by Facebook private message before 5:00pm on Friday 4 June 2021.

### 5. Claiming the Prize

- 5.1 Each winner must respond to the Promoter's Facebook private message with the details requested by the Promoter to claim their Prize. Such details will include the winner's postal address and/or email address to enable the Promoter to send the Prize to the winner.
- 5.2 If a winner does not respond to the Promoter and/or provide the Promoter with the details requested within 5 days of being notified by the Promoter, then that winner's Prize will be forfeited and the Promoter will be entitled to select another winner in accordance with the Selection Criteria.
- 5.3 The Prize will be sent to the winner within 20 working days of receipt of the winner's postal address.

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### 6. Limitation of Liability

- 6.1 The Promoter does not accept responsibility for Entries that are not successfully completed, lost/damaged or delayed, regardless of cause, including for example as a result of any postal or equipment failure, technical fault, 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.
- 6.2 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.

### 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 an 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:
- 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
  - 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 in accordance with EDF Energy's privacy policy which can be viewed here: <https://www.edfenergy.com/terms-conditions/privacy-cookie-policy>
- 8.2 The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will announce the name and county of residence of Prize winners on its Facebook page. If you are a winner and object to any or all of your name and county of residence being published or made available, please contact the Promoter at [dpo@edfenergy.com](mailto:dpo@edfenergy.com). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

### 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 suspend and/or 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 Facebook page.
- 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 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.
- 9.5 Please do not enter this Competition if any of these provisions are unacceptable.