

*You could win a free year's supply of energy when you get a Smart Meter installed with Opus Energy.*

## **TERMS AND CONDITIONS**

By having a Smart Meter successfully installed by Opus Energy Limited or its agents before the Closing Date you will be entered into a prize draw to win a year's free supply of gas or electricity. By accepting the prize you agree to be bound by these terms and conditions.

### **1. HOW TO ENTER**

- 1.1** The competition will run from 14:00 on 18 November 2020 (the "**Opening Date**") to 18:00 on 31 March 2020 (the "**Closing Date**") inclusive ("**Promotion Period**").
- 1.2** All Smart Meters must have been successfully installed during the Promotion Period by Opus Energy Limited or its agent.
- 1.3** Opus Energy Limited, its group of companies, its directors, employees and agents do not accept responsibility for any losses resulting from your ineligibility to enter the prize draw regardless of cause.

### **2. ELIGIBILITY**

- 2.1** The competition is only open to all customers of Opus Energy Limited who have had a Smart Meter successfully installed by Opus Energy Limited or its agents during the Promotion Period except:
  - (i) Any customer of Opus Energy Limited who has an assigned account manager to their account;
  - (ii) any employee (including those previously employed) of Opus Energy Limited or its holding or subsidiary companies;
  - (iii) employees (including those previously employed), agents or suppliers of Opus Energy Limited or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
  - (iv) members of the immediate families or households of (ii) and (iii)
- 2.2** There is a limit of one entry to the competition per customer.
- 2.3** At the Closing Date you must not be in arrears with any payments due to Opus Energy Limited or its group of companies
- 2.4** At the Closing Date and at all times during the 12 calendar months in which the benefit of the prize is claimed (**Benefit Period**), you must have a valid agreement in place with Opus Energy Limited for the supply of energy. Should your agreement for the supply of energy with Opus Energy Limited expire during the Benefit Period, then the remaining term of the Benefit Period shall be applied to the start of your new agreement with Opus Energy

\*(1) This is up to a maximum of 50,000 units of electricity or 150,000 units of gas per annum, or £7,500.00 (seven thousand five hundred pounds sterling) value

Limited. In the event that you fail to enter into a new agreement with Opus Energy Limited, the remaining term of the Benefit Period will be forfeited

- 2.5** Opus Energy Limited reserves all rights to disqualify or revoke the prize from you if your conduct is contrary to the spirit or intention of the prize competition or you cease to have a valid agreement with Opus Energy Limited for the supply of energy.

### **3. THE PRIZE**

- 3.1** The main prize is a year's free supply of energy\*(1). There are two prizes available to be won.
- 3.2** There are also a further 8 prizes to be won in the form of a Consumer Access Device. The 2 winners of the main prize will also receive a Consumer Access Device.
- 3.3** In the event that you have a Smart Meter installed in respect of both its gas and electricity supply, you shall choose which energy supply the benefit of prize shall be applied to i.e. gas or electricity, it shall not apply to both.
- 3.3** The benefit of the prize shall only be used in respect of one source of energy supply to **one** UK based business premises of the winner and not multiple sites.
- 3.4** The prize is supplied by Opus Energy Limited pursuant to the existing agreement that you have in place for the supply of energy services. If you are successful in winning the prize you will at all times remain bound by the terms and conditions of any and all existing agreements that you have in place with Opus Energy Limited.
- 3.5** The prize is not negotiable or transferable

### **4. WINNERS**

- 4.1** Opus Energy Limited will select 2 prize winners at random between 1<sup>st</sup> and 13 April 2020 ("**Draw Date**").
- 4.2** The decision of Opus Energy Limited is final and no correspondence or discussion will be entered into.
- 4.3** Opus Energy Limited will contact the winners by both email and telephone within 5 business days of the Draw Date, using the telephone number or email address that it holds for the winners.
- 4.4** Opus Energy Limited must either publish or make available information that indicates that a valid award took place. To comply with this obligation Opus Energy Limited will publish the name and county of the winners once the winners have accepted their prize.
- 4.5** If you object to your name or county being published or made available, please contact Opus Energy Limited (smartoperations@opusenergy.com). In such circumstances, Opus Energy Limited must still provide the information and winning entry to the Advertising Standards Authority on request.

### **5. CLAIMING THE PRIZE**

- 5.1** If you are the winner of the prize, you will have to claim your prize by no later than 18.00pm on 27 April 2020 by

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completing and signing the Acceptance Form provided by Opus Energy Limited. If you do not claim the prize by this date, your claim will become invalid and Opus Energy Limited reserves the right to offer the prize to the next eligible entrant selected from the eligible entries.

- 5.2** The benefit of the prize will not be applied to your account until May 2020.
- 5.3** The prize may not be claimed by a third party on your behalf.
- 5.4** Opus Energy Limited does not accept any responsibility if you are not able to take up the prize.

## **6. LIMITATION OF LIABILITY**

- 6.1** Insofar as is permitted by law, Opus Energy Limited, its directors, employees, its group of companies and agents 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 (a) a customer not being included within the prize draw and (b) taking up the prize, except where in respect of (b) it is caused by the negligence of Opus Energy Limited and/or its agents. Your statutory rights are not affected.

## **7. DATA PROTECTION AND PUBLICITY**

- 7.1** Opus Energy Limited will only process your personal information in accordance with [www.opusenergy.com/privacy](http://www.opusenergy.com/privacy)

## **8. GENERAL**

- 8.1** If there is any reason to believe that there has been a breach of these terms and conditions, Opus Energy Limited may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 8.2** Opus Energy Limited reserves the right to hold void, suspend, cancel, or amend the prize and/or competition where it becomes necessary to do so provided that the prize is of an equal or greater financial value.
- 8.3** These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

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