# <u>'Win a \$2,000 Energy Credit' Promotion (Promotion)</u> <u>Terms and Conditions</u>

Information on entry into the draw, how entries will be drawn, and prizes are set out in these Terms and Conditions. By participating in the Promotion (including by accepting a prize), a person is taken to have accepted, and to have agreed to be bound by these Terms and Conditions.

# Promoter

 The Promoter is AGL Sales Pty Limited (ABN: 88 090 538 337), AGL Retail Energy Limited (ABN: 21 074 839 464) and AGL South Australia Pty Limited (ABN 49 091 105 092) of Level 24, 200 George St, Sydney NSW 2000 (phone: 131 245).

# **Promotion Partner**

2. The Promotion Partner is Velocity Frequent Flyer Pty Ltd (ABN 60 601 408 824) of Level 11, 275 Grey Street, South Brisbane QLD 4101.

# Eligibility

- 3. Entry is open to Australian residents 18 years and older who:
  - a. are new residential energy customers of the Promoter or existing residential energy customers of the Promoter moving to a new supply address;
  - b. reside in Victoria, New South Wales, Queensland, South Australia or Western Australia in areas where AGL operates;
  - c. are members of the Velocity Frequent Flyer Program; and
  - d. are eligible to sign up to the AGL Velocity Offer for an Eligible AGL Plan, as set out in the AGL Velocity Offer Terms and Conditions, during the Promotion Period (*Eligible Entrants*).
- 4. Employees and other staff (and their immediate family members) of the Promoter are ineligible to enter.
- 5. Entrants are subject to all applicable laws, and entries will be deemed void where prohibited by law.
- 6. By entering this Promotion, entrants agree to be bound by these terms and conditions and the AGL Velocity Offer Terms and Conditions.

#### Entry

- The Promotion commences at 12:00PM AEDT on 1 April 2025 and closes at 5:00PM AEDT on 26 May 2025 (*Promotion Period*).
- 8. To be entered into the draw, Eligible Entrants must:

- a. switch their home electricity or gas from another retailer to an Eligible AGL Plan, or sign-up to an Eligible AGL Plan for a new supply address they are moving into, as part of the Velocity Offer during the Promotion Period via the dedicated AGL Velocity Offer landing page or by calling 131 245 and quoting 'Velocity'; and
- b. provide a valid Velocity membership number, email address, and mobile number.
- 9. Eligible Entrants must remain on their Eligible AGL Plan until the prize draw date or unclaimed prize draw date, as applicable.
- 10. Only one (1) entry per eligible residence. All entries become the property of the Promoter for use by the Promoter without attribution or compensation.
- 11. Entries that the Promoter suspects to be fraudulent, incomplete, incorrect or misleading, or may damage the Promoter's reputation may be disqualified. Entrants who breach these terms and conditions may be disqualified. The Promoter accepts no responsibility for late, lost or misdirected entries.
- 12. It is the entrant's responsibility to notify the Promoter should their contact details change during the Promotion Period.
- 13. There is no fee to enter this Promotion.

# **Prizes and winning**

- 14. The random prize draw from all eligible entries will take place on 29 May 2025 at 10:00AM AEST at MDSA, Level 16, 1 Denison Street, North Sydney NSW 2060.
- 15. The first three (3) eligible entries drawn will be the winners, who will be notified by email within 2 business days of the draw date. The winner's first initials & surnames will be published on agl.com.au/velocity from 3 June 2025 for at least 30 days. The postcode of any prize winner who is a South Australian resident will also be published online unless that winner requests otherwise.
- 16. The three (3) winners will each receive a \$2,000 credit applied to their AGL energy account. Maximum retail value of the total prize pool is \$6,000 (GST incl.). The energy credit will be applied to the winners' AGL energy account within 28 days of the prize draw date or unclaimed prize draw date.
- 17. The AGL energy credit is GST inclusive and reduces the price of supply of gas or electricity. The AGL energy credit cannot be redeemed for cash. If the prize winner closes their AGL energy account(s), the credit will be forfeited.
- 18. Prizes are subject to any terms and conditions (which may be notified to the winners upon confirmation of the award of the prize).

- 19. If any prizes remain unclaimed after reasonable attempts to contact a winner, a subsequent unclaimed prize draw will be conducted on 29 July 2025 at 10:00AM AEST at the same location and in the same manner as the initial prize draw stated in condition 14. Any redraw winner/s will be notified by email within 2 business days of the unclaimed prize draw, and will have their first initial & surname published on agl.com.au/velocity from 1 August 2025 for at least 30 days. The postcode of any prize winner who is a South Australian resident will also be published online unless that winner requests otherwise.
- 20. The Promoter may request reasonable identification from the winner to confirm their identity and eligibility to enter. Any failure to do so may result in disqualification.
- 21. The Promoter accepts no responsibility for prizes lost, misplaced or otherwise not delivered to the winner. If any prize or part of a prize becomes unavailable for reasons outside of the Promoter's control, the Promoter may substitute a prize of equal or greater value. Prizes are not transferable or redeemable for cash.
- 22. The Promoter's decision on any aspect of this Promotion is final and binding. No correspondence will be entered into.
- 23. No bonus prizes shall be awarded.

# Marketing and privacy

- 24. Personal Information, for the purposes of the *Privacy Act 1988* (Cth), means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
- 25. Entrants consent to their entry and Personal Information being used by the Promoter and the Promotion Partner for marketing purposes. The Promoter and Promotion Partner may use, reproduce or modify the entry in any way without any further reference, payment or compensation to the entrant.
- 26. Personal information collected will be used in accordance with the Promoter's Privacy Policy (www.agl.com.au/privacy-policy) and the Promotion Partner privacy policy (https://www.velocityfrequentflyer.com/member-support/privacy/privacy-statement). The Promoter and Promotion Partner may disclose Personal Information to other organisations (including third parties) for the purposes of conducting the Promotion, promotional, marketing, publicity, research and profiling. Entrants may access or change their personal information by contacting the Promoter and/or the Promotion Partner. If the Personal Information requested is not provided, the Promoter will be unable to process your entry and your entry will therefore be deemed invalid.

#### Other terms

27. These terms and conditions do not limit, modify or exclude consumer guarantees as provided in the Australian Consumer Law under the *Competition and Consumer Act 2010* (Cth). The

Promoter may amend any of these terms and conditions if required to comply with applicable laws.

- 28. The Promoter accepts no responsibility for errors (technical or human), technical failures or malfunctions except where caused by the Promoter's fraud, negligence or willful misconduct.
- 29. The Promoter accepts no responsibility for any injury, sickness, death, or property loss or damage of any kind except where caused by the Promoter's fraud, negligence, or willful misconduct.
- 30. If the Promotion cannot be run as planned for any reason beyond the reasonable control of the Promoter, the Promoter may, subject to licensing authority approval, alter, cancel, terminate, modify or suspend the Promotion. The Promoter will use reasonable efforts to notify you should this occur by publishing a notice on its website.
- 31. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.
- 32. Authorised under SA Licence No. T25/425.