

**AGL Energy Limited
Switch and Win
Terms and Conditions**

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The Promoter is AGL Energy Limited (ABN 74 115 061 375) of 120 Spencer Street, Melbourne VIC 3000, telephone 131 245.
3. Entry is open to all NSW residents who are 18 years of age or over. However, employees and contractors of AGL Energy Limited and their immediate families, Beinteractive Pty Ltd, and their associated agencies and companies are not eligible to enter.
4. The competition commences on Friday 1 July 2011 at 00:01 (AEST) and concludes on Friday 30 September 2011 at 23:59 (AEDST).
5. The competition will be advertised on direct mailers and communicated in outbound telemarketing calls.
6. Participants who sign up to the Advantage 7 Electricity Plan on a 3 year contract will automatically receive 1 x entry into the draw unless they choose to not enter the competition. Participants who sign up to the Advantage 5 Gas Plan in addition to the Advantage 7 Electricity Plan will receive an additional 1 x entry into the draw unless they choose not to enter the competition.
7. Entrants may only enter the competition once in relation to a particular supply address. Entrants may only receive a maximum of 2 x entries (refer to clause 6).
8. The Promoter reserves the right to request winners to provide proof of identity, proof of eligibility to receive the prize in relation to the customer's (residential or business customers') supply address based on occupancy at the nominated supply address and proof of entry validity in order to claim a prize. Proof of identification, eligibility and entry that is considered suitable for verification by the Promoter will be determined at the full discretion of the Promoter. In the event that a winner cannot provide suitable proof to the satisfaction of the Promoter, the winner will forfeit the prize in whole and no substitute will be offered.
9. The Promoter reserves the right to verify the validity of entries and to disqualify any entry of any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
10. Entries must be received by 23:59 (AEST) on Friday 30 September 2011. The Promoter accepts no responsibility for any late or misdirected entries due to technical disruptions, network congestion or for any other reason.
11. The first valid entry drawn in the major prize draw will win up to one (1) year of energy from AGL (gas and/or or electricity) in relation to a specified account at the customer's supply address capped at \$1,843 (GST inclusive) for the 12 months. The prize will be awarded in a form of an account credit of \$1,269 (GST inclusive) to be applied to the customer's electricity account and/or an account credit of \$574 (GST inclusive) to be applied to the customer's gas account as relevant. These amounts will appear on the customer's first bill, or bills, after the prize draw and will be used to pay the charges on the account, or accounts, for a period of 12 months or until used up whichever occurs sooner (**Prize Period**). The credit/s cannot be transferred to another account during the Prize Period. Any unused credit/s after 12 months will be forfeited and cash will not be awarded in lieu of that element of the prize.
12. It is a condition of acceptance of the prize that the winning Entrant's AGL energy account must be current (during the Promotional Period and throughout the Prize Period) and the winning entrant must not be in default under their contract. If a winner ceases their contract with AGL Energy during the Prize Period, the remaining element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
13. Total prize value is a maximum of up to \$1,843 (including GST) in total cost of energy bills

(electricity and/or gas) at the winner's specified supply address over the Prize Period commencing from when the winning customer receives their first bill after the prize draw on 13 October 2011.

14. Prizes are not transferrable and cannot be redeemed for cash.
15. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.
16. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements
17. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with any advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
18. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
19. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. One valid entrant will be drawn at random to become the winner. The draw will take place at Beinteractive, Level 2, 116 Miller Street, North Sydney NSW 2060 Australia on Thursday 13 October 2011 at 14:00 (AEST).
20. The winner will be notified within 2 days of the draw. The winner will be notified of their prize in writing and will be published in the Public Notices section of The Australian newspaper on Monday 24 October 2011.
21. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
22. Subject to any direction given under relevant State legislation, in the relevant circumstances, an unclaimed prize draw will take place at Beinteractive, Level 2, 116 Miller Street, North Sydney NSW 2060 on Thursday 19 January 2012 at 14:00 (AEST). The winner of the unclaimed prize draw will be notified of their prize in writing and will have their details published in the Public Notices section of the Australian on Monday 30 January 2012.
23. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.
24. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
25. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
26. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
27. The Promoter reserves the right in its sole discretion to disqualify any individual who the

Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

28. AGL Energy Limited, Beinteractive and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
29. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.
30. All entries become the property of the Promoter. Subject to clause 31, the Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
31. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages.
32. Beinteractive, on behalf of AGL Energy Limited, is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). The entrant's personal information may be disclosed to Beinteractive for this purpose. If you are not willing for this to occur you cannot participate in the Promotion.
33. Entrants' personal information may also be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.

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