

**AGL SME \$10K Energy Bill Credit Giveaway  
Terms & Conditions**

Information on how to enter the AGL SME \$10K Energy Bill Credit Giveaway competition ("**Promotion**"), how each prize will be drawn and the prize details are set out in these terms and conditions. By participating in this Promotion (including by accepting any prize), you represent that you are eligible to enter and you agree and acknowledge that you have read these terms and conditions.

**Promoter**

1. AGL Energy Limited (ABN 74 115 061 375), 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 (each a "**Promoter**", also referred as "**AGL, we, us, our**").
2. For any enquiries regarding this Promotion, please contact the Promoter via agl@agl.com.au or on 131 245.

**Promotional Period**

3. The Promotion starts at 12:00 am AEST on 20 April 2026 and closes on 11.59pm AEST on 31 July 2026 ("**Promotional Period**").

**Eligible Entrants**

4. Entry is only open to customers of the Promoter that are considered small business customers that are:
  - (i) located within New South Wales (NSW), Victoria (VIC), Queensland (QLD), and South Australia (SA) where AGL operates; and
  - (ii) eligible for an AGL small business electricity or gas plan, as offered from time to time (such as the AGL Business Saver plan or the AGL Business Multi-Site plan),subject to the below exclusions and conditions ("**Eligible Entrant**").
5. The following customers are ineligible to enter this Promotion:
  - (a) any residential customer who purchases electricity principally for personal, household or domestic use;
  - (b) any large customer who consumes energy above a level determined under the National Energy Retail Law, including any account-managed multi-site customer or commercial & industrial customer;
  - (c) employees (and their immediate family members), agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter.
  - (d) "**Immediate family member**" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin; customers who are on an AGL VIP Family and Friends Business Plan, having signed up using a friends-and-family promotion code provided by an AGL employee; and/or
  - (e) customers who are aged under 18 years or over and/or not Australian residents.
6. By entering the Promotion, you agree to participate in the Promoter's reasonable marketing and editorial activities, including (but not limited to) being interviewed, recorded, filmed and photographed, and that

we (or our agent) may use your name, voice, photographs, footage and comments for marketing and editorial purposes for an unlimited time and in any media without reference or compensation to you.

### How to Enter

7. Subject to the exclusions in clause 5, an Eligible Entrant must complete at least one (1) of the following steps during the Promotional Period to receive an entry (“**Eligible Entry**”) into the Promotion:
  - (a) Sign up, where AGL operates, to a new AGL electricity service or gas service for an Eligible Property (as defined below) (each an “**Eligible New Service**”) direct with AGL via our website [www.agl.com.au](http://www.agl.com.au) or through an AGL contact centre. For the avoidance of doubt, you will not be eligible for entry in the Promotion if you sign up to an Eligible New Service via a third party website.

An **Eligible Property** is a small business property located where AGL operates in NSW, QLD, VIC or SA on a tariff AGL is currently able to service.

An Eligible Entrant will receive one (1) Eligible Entry for each Eligible New Service signed up for. An Eligible Entry for a new electricity or gas service will be allocated per Eligible Property address.

- (b) Sign up to a new direct debit arrangement on your AGL electricity service or AGL gas service, either if:
      - (i) you have signed up to an AGL Eligible New Service in accordance clause 7(a); or
      - (ii) you are an existing AGL electricity customer or AGL gas customer.

The Eligible Entrant will receive one (1) Eligible Entry per applicable AGL electricity or gas service for signing up to a relevant new direct debit arrangement during the Promotional Period.

8. For an entry to remain eligible on the date of the draw:
  - (a) for customers to whom clause 7(a) applies:
    - (i) AGL must be the Financially Responsible Market Participant (**FRMP**) for any Eligible New Service; or
    - (ii) you must have completed a valid sign-up request for an Eligible New Service with AGL that has been accepted by AGL and is pending transfer; or
  - (b) for customers to whom clause 7(b) applies, the direct debit arrangement must remain active and AGL must remain the retailer of the relevant service to which that arrangement applies.
9. The Promoter will make an entry during the Promotional Period for each Eligible Entry that satisfies these terms and conditions (in particular the requirements of clauses 7 and 8).

### Multiple Entries Permitted

10. Customers with multiple Eligible SME Property addresses can submit an entry for each such address.
11. For example, provided all entry and eligibility conditions are met, multiple entries are permitted in the following circumstances:
  - (a) The Promoter will make a total of two (2) Eligible Entries for an Eligible Entrant who signs up to a new AGL electricity service and a new AGL gas service.
  - (b) The Promoter will make a total of three (3) Eligible Entries for an Eligible Entrant who signs up to a new AGL electricity service and a new AGL gas service then also sets up a new direct debit arrangement on the electricity service;

- (c) The Promoter will make a total of two (2) Eligible Entries for an Eligible Entrant with existing AGL electricity and gas services, who signs up a new eligible small business property (at a different address) to a new AGL electricity service and a new AGL gas service.
12. For the avoidance of doubt, existing AGL customers, that are considered as Eligible Entrants (for the purposes of this Promotion), changing plans on their existing AGL service will not be eligible for an entry.

#### **Winner Determination**

13. The draw will take place at Plexus, Level 9, 628 Bourke Street, Melbourne VIC 3000 at 12:00 pm AEST on 7 August 2026 using computerised random selection.
14. The first five (5) valid Eligible Entries drawn will win the prize specified below.
15. The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn.
16. If the draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure the draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

#### **Prize**

17. **Description of each Prize:** \$10,000 bill credit applied to a single small business electricity or gas account of the winner. If the winner has more than one energy account with AGL, the winner may select the single energy account to which the bill credit is applied. However, the bill credit cannot be split across more than one account.
18. **Number of this prize:** An aggregate of five (5) prizes across VIC, NSW, SA and QLD.
19. **Prize Value:** 5 x \$10,000 bill credit towards each winner's AGL small business electricity or gas account.

#### **Total Prize Pool**

20. The total prize pool is AUD\$50,000.
21. The Promoter accepts no responsibility for any tax obligations or implications of any nature that may arise from you winning a prize. Please seek your own independent tax advice in regards to the tax implications relating to any prize or acceptance of a prize.

#### **Further Prize Details and Conditions**

22. If a winner leaves AGL before receiving their prize or before fully applying the \$10,000 bill credit to costs incurred on the AGL energy account to which the bill credit was applied, the remainder of the bill credit will be forfeited.
23. The bill credit is not transferable to another account and cannot be refunded.
24. Only one (1) prize per Eligible Entrant drawn as a winner (excluding SA residents). For the avoidance of doubt, if an Eligible Entrant has multiple addresses and is drawn as a winner, that Eligible Entrant cannot win another prize even if they are subsequently drawn in respect of another address (unless they reside in South Australia).
25. A prize, or any unused portion of a prize, cannot be transferred, exchanged or redeemed for cash, unless otherwise specified in writing by the Promoter. Expenses relating to any prize are the responsibility of the winner.
26. Our decisions about this Promotion (including the selection of winners) are final and no correspondence will be entered into.

#### **Winner Notification**

27. The winners will be contacted in writing and by phone and the name of the winners (i.e. their first initial, last name and postcode of residence) will also be published at [agl.com.au](http://agl.com.au) within seven (7) days of the draw. All reasonable attempts will be made to contact each winner.

### **Unclaimed Prize Draw**

28. Prizes must be claimed by 12:00 pm AEST on 08 September 2026. In the event of any prize(s) which remains unclaimed by 12:00 pm AEST on 08 September 2026, an unclaimed prize draw will take place at the same time and place as the original draw on 09 September 2026 subject to any direction from a regulator.
29. The winner(s) of any unclaimed prize draw will be contacted in writing and by phone. The name of any such winner(s) (i.e., their first initial, last name and postcode of residence) will be published at [agl.com.au](http://agl.com.au) within seven (7) days of the unclaimed prize draw. The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn.
30. We reserve the right to withdraw a prize if there is no Eligible Entrant entitled to receive it. If there is no prize winner or a winner for any prize in this Promotion cannot be found, this information will be published at [agl.com.au](http://agl.com.au).

### **GENERAL**

31. We reserve the right to:
  - (a) validate and check the authenticity of entries and any entrant's details, including an entrant's identity, age and place of residence (which must match the account details for their AGL service) and we may ask you to provide proof of identity (which matches the name on the account for your AGL service) and/or proof of eligibility to claim and/or collect a prize;
  - (b) determine how the Promotion is run, including the selection of any winner. We will exercise this right in a fair and reasonable manner and in accordance with the Australian Consumer Law and any applicable State or Territory permit conditions; and
  - (c) disqualify any entrant whom we believe has breached these terms and conditions or engaged in unlawful, fraudulent or other improper conduct or any conduct intended to jeopardise the fair and proper conduct of the Promotion.
32. Any entrant who, in our opinion, doesn't properly comply with the entry process, will be ineligible to win. We reserve the right to disqualify entries in the event of non-compliance with these terms and conditions. If there is a dispute concerning the conduct of the Promotion or claiming a prize, we will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved, our decision, acting reasonably, will be final.
33. It is prohibited to use any automated entry software or any other automated mechanical or electronic means to repeatedly satisfy the conditions for entry into the Promotion without a customer's manual input.
34. All reasonable attempts will be made to contact each winner, on the understanding it is your responsibility to notify the Promoter should your contact details change during the Promotional Period.
35. The Promoter is not responsible for a prize that may be lost, stolen, forged, damaged or tampered with after it leaves us or our agent, for minor and unforeseen changes in prize value prior to collection (e.g. due to variable on-road costs), or for any change in prize value after collection.
36. If we're unable to provide a winner with a prize (or part of a prize), we'll supply an alternative prize (or that part of the prize) of equal or greater monetary value and/or specification, subject to directions from a regulatory authority.
37. If any winner chooses not to take their prize (or is unable to), the Promoter will forfeit the prize and will not be obliged to offer a substitute prize.

38. If we're unable to run the Promotion as planned, including due to tampering, unauthorised intervention, fraud, computer virus, communications network failure, bugs, technical difficulties, or any other causes beyond our control, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, we reserve the right, in our sole discretion, to take any action that we consider necessary, including but not limited to (a) invalidating affected entries, or (b) modifying, terminating, suspending or cancelling the Promotion, subject to State or Territory regulation.
39. No entry fee is charged by the Promoter to enter the Promotion.
40. Each prize will only be awarded to an eligible customer named on the AGL account that matches the relevant winning entry. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
41. We exclude all warranties and guarantees in relation to the quality, suitability or merchantability of a prize, except those statutory guarantees, warranties and consumer rights that cannot be excluded by law. To the extent permitted by law, any liability of us or our employees or agents for breach of any rights a consumer may have which are unable to be modified, restricted or excluded under applicable Australian law (including the *Competition and Consumer Act 2010 (Cth)*), is limited to paying for the resupply of the prize.
42. To the extent permitted by law, we and our associated agencies and companies will not be liable for loss (including without limitation, indirect, special or consequential loss or loss of profits), expense, damage or personal injury or death which is suffered or sustained in connection with this Promotion or the acceptance or use of any prize (including the supply of goods or services by anyone to a prize winner), including to anyone accompanying a prize winner if applicable. This clause does not apply to any liability that cannot be excluded under applicable laws, in which case the Promoter's liability is limited to the minimum extent permitted by law.
43. All costs associated or arising in connection with participating in the Promotion and any prize are the responsibility of entrants. Any costs associated with accessing the internet are the entrant's responsibility, and depend on the internet service provider used.
44. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
45. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
46. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in its absolute discretion, that a winner is not in a suitable physical or mental condition to safely participate in or accept the prize.
47. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these terms and conditions in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these terms and conditions or otherwise.
48. By entering this Promotion, you agree to be bound by these terms and conditions. In case of any inconsistency between these terms and conditions and any other published material, these terms and conditions prevail.

## PRIVACY

49. We collect personal information about you to include, and administer, your entry in the Promotion in accordance with these terms and conditions, and where appropriate, award a prize. Specifically, we collect personal information about you: (a) to conduct this Promotion and determine and notify a winner, and disclose such information to prize suppliers and regulators; and (b) for marketing purposes at any time and in any media, including to contact you after this Promotion ends.
50. By participating in this Promotion, including signing up to any Eligible New Service, you consent to us collecting and using your personal information, and disclosing your personal information to the relevant authorities in the relevant States and Territories, our related entities, agencies, Promotion partners and other third parties engaged to provide services in connection with the Promotion, for the purposes listed above and in accordance with our privacy policy available at [www.agl.com.au/privacy-policy](http://www.agl.com.au/privacy-policy). If the personal information requested is not provided, we will be unable to process your entry and your entry will therefore be deemed invalid.
51. You agree to provide your consent until such a time as it is withdrawn by giving notice to us. You can also gain access to, update or correct any personal information held by contacting us using the details listed in clause 2 of these terms and conditions. All personal information will be stored within Australia and will not be disclosed overseas.

#### **PERMITS**

52. Authorised under: NSW Authority No. TP/04927 and SA Permit No. T26/446