



**AGL PEAK ENERGY REWARDS  
“WIN A SHARE OF \$10,000 WORTH OF ELECTRICITY CREDITS” PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter the “Win a Share of \$10,000 Worth of Electricity Credits” Promotion (the “**Promotion**”) and the prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.

**The Promoter**

2. The promoters are AGL Sales Pty Limited (ABN 88 090 538 337) and AGL South Australia Pty Limited (ABN 49 091 105 092) of 699 Bourke Street, Docklands, VIC 3008 (“AGL”). Telephone 131 245. SA permit number: T24/1629.

**Who can enter?**

3. Entry is open to residential customers who are current residents of NSW, VIC, SA or QLD (the “**Eligible States**”), aged 18 years or over, who have an electricity account with AGL and who become registered with the Peak Energy Rewards program during the Promotional Period, as defined in paragraph 6 below.
4. Any employees or contractors of AGL who are involved in conducting or promoting the competition, agencies associated with the Promotion, and any person involved in the management of AGL, including board members and members of any executive management committee of AGL, in each case, as determined by AGL, are ineligible to enter.
5. Employees not directly involved in the promotion are eligible to enter the draw.

**How to enter**

6. The Promotion commences on 12:00 am AEDT on 1 October 2024 and closes at 11:59 pm AEDT on 7 December 2024 (“**Promotional Period**”).
7. Entry into the Promotion is free.
8. For further details regarding AGL's Peak Energy Rewards program, please visit: <https://www.agl.com.au/newcampaigns/peakenergyrewards-terms>
9. Customers will receive one (1) entry automatically upon registration with the Peak Energy Rewards program during the Promotional Period. Only one (1) entry per household is permitted.
10. To be eligible to claim the prize if drawn as a winner, eligible entrants must have an electricity account with AGL at the time of the Competition Draw and must not have initiated a cancellation of their electricity plan or their registration to the Peak Energy Rewards program prior to the date of the Competition draw.

## AGL's rights with respect to entries and entrants

11. AGL will determine, in its full discretion, the eligibility of the winner, and reserves the right to request that the winner provides proof of identity, age, place of residence (as determined at the full discretion of AGL) in order to claim the prize. If the winner cannot provide suitable proof to the satisfaction of AGL, the winner will forfeit the prize in whole and no substitute prize will be offered.
12. AGL reserves the right, in its sole discretion, to disqualify any individual whose entry is invalid or who AGL has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Entries that are considered by AGL, in its sole discretion, to:
  - a) be incomplete, incorrect or indecipherable;
  - b) contain offensive or defamatory comments,
  - c) breach any law or infringe any third-party rights (including intellectual property rights); or
  - d) have been submitted through the use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly,will also be deemed invalid.
13. Errors and omissions may be accepted at AGL's sole discretion. Failure by AGL to enforce any of its rights at any stage does not constitute a waiver of those rights. AGL's legal rights to recover damages or other compensation from such an offender are reserved.

## The Prize

14. There are ten (10) prizes to be won in total, each valued at \$1,000. The total prize pool value is \$10,000 (inc. GST). Each entry has an equal chance of winning, and the winner is determined by chance via random draw. Prizes will be allocated randomly between the Eligible States.
15. The prize for each Prize Winner (as defined in paragraph 19 below) is valued at \$1,000 (GST inc.), to be awarded as a once-off \$1,000 credit to the Prize Winner's AGL residential electricity account (the "**Prize**"). A Prize, or any portion of it, cannot be transferred, exchanged or redeemed for cash.
16. The Prize Winner will be responsible to pay any charges applied to their electricity account in excess of the \$1,000 account credit. If the Prize Winner moves property before the \$1,000 credit is exhausted, the Prize Winner can elect to remain an AGL customer and transfer any remaining credit to a new AGL energy account. If the Prize Winner ceases to be a continuing AGL customer, the remainder of the Prize will be forfeited and cannot be redeemed in cash.
17. A Prize, or any portion of it, cannot be transferred, exchanged or redeemed for cash.
18. AGL excludes all warranties in relation to the quality, suitability or merchantability of a Prize, except those that can't 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 excluded under Australian law is limited to paying for the resupply of the Prize.

### **The Draw & Winner Notification**

19. The draw will take place at AGL 699 Bourke Street, Docklands, VIC 3008 at 12:00 pm AEDT on 13 December 2024. The first ten (10) valid entries of members of the Peak Energy Rewards program who became registered during the Promotional Period, that are randomly drawn from all eligible entries received during the Promotional Period will be deemed prize winners ("**Prize Winners**").
20. At the time of the initial draw, ten (10) additional names of members of the Peak Energy Rewards program who became registered during the Promotional Period will be drawn as backup winners. These backup winners will be ranked in the order they were drawn and will be contacted in sequence if an original Prize Winner is deemed ineligible or is otherwise disqualified. Backup winners are subject to the same eligibility criteria and verification process as the original Prize Winners.
21. The Prize will be made available automatically in the Prize Winner's AGL electricity account within 7 days of the draw (20 December 2024), and will be automatically applied as a credit to invoices received following receipt of the Prize.
22. If a Prize Winner is an employee or contractor of AGL, provided they were not ineligible to enter the Promotion pursuant to paragraph 4, the employee or contractor may keep the prize.
23. The Prize Winners will be notified in writing by email by 20 December, and the first name initial, and last name, and postcode of each Prize Winner will be published at [Peak Energy Rewards Prize \(agl.com.au\)](https://www.agl.com.au) from Wednesday 18 December 2024, for 30 days or more.

### **General**

24. Entrants acknowledge that tax implications may result from accepting a Prize, and independent financial advice should be sought.
25. Entrants consent to AGL using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by AGL.
26. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of AGL, including but not limited to technical difficulties or unauthorised intervention or fraud, AGL reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition*

*and Consumer Act 2010 (Cth)*, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the Eligible States ("**Non-Excludable Guarantees**").

28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, AGL (including its respective officers, employees, agents and related bodies corporate) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the Promotion; including arising from the following circumstances (i) any technical difficulties or equipment malfunction (whether or not under AGL's control) which may delay or prevent the successful completion of the Promotion or any associated activity; (ii) any theft, unauthorised access or third party interference; (iii) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by AGL) due to any reason beyond the reasonable control of AGL; (iv) any variation in prize value to that stated in these Terms and Conditions; (v) any tax liability incurred by a winner or entrant; or (vi) any person's use or misuse of the Prize.

### **Personal Information and Privacy**

29. AGL collects personal information ("**PI**") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. AGL will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.agl.com.au/privacy-policy>. In addition to any use that may be outlined in the AGL's Privacy Policy, AGL may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of AGL. AGL will not disclose PI to any entity outside of Australia.
30. Entrants' personal information may also be disclosed to the relevant State lottery department and the winner's name published as required under the relevant State lottery legislation. A request to access, update or correct any information should be directed to AGL.