AGL Energy Limited
PEAK ENERGY REWARDS "WIN $3,000 WORTH OF FREE ELECTRICITY" PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter 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.

Who can enter?

3. Entry is open to AGL residential customers aged 18 years or over who have an electricity account with AGL and who are registered to the Peak Energy Rewards program in either NSW, VIC, SA or QLD.

4. Any board members of AGL or any person involved in the management of AGL, including members of any executive management committee of AGL, are ineligible to enter.

5. Any employees or contractor of AGL who are involved in conducting or promoting the competition, and the agencies associated with this competition, are ineligible to enter (as determined by AGL).

How to enter

6. The competition commences on Thursday, 1 December 2022 at 12:00 am AEDT and closes at 11:59 pm AEDT on Tuesday, 28 February 2023 ("Promotional Period")

7. During the Promotional Period, AGL will send an SMS inviting Peak Energy Reward customers to participate in an upcoming peak event ("**Peak Event Promotion**"). AGL will determine in its absolute discretion when a Peak Event Promotion will occur, and the SMS in relation to the Peak Event Promotion will set out the start date and end date of that Peak Event Promotion.

8. AGL will determine in its absolute discretion how many peak events will occur during the Promotion Period. There will be at least one peak event in each of NSW, VIC, SA and QLD. There may be more peak events in one State compared to another State during the Promotional Period. By way of example only, there may be one (1) peak event in NSW during the Promotional Period and two (2) peak events in SA during the Promotional Period. Each Peak Event Promotion is subject to these Terms and Conditions.

9. For further details regarding AGL's Peak Energy Rewards program, please visit: https://www.agl.com.au/newcampaigns/peakenergyrewards-terms

10. To receive automatic entry into the competition draw, eligible individuals must participate in a Peak Event Promotion by responding "YES" to an SMS from AGL inviting them to

participate in such event. The response must be provided within the timeframe specified in the SMS. SMS entry cost will vary dependent on the mobile network used but will not exceed 55 cents.

11. Customers will receive one (1) entry per Peak Event Promotion they participate in. For example, if a customer participates in two Peak Event Promotions that customer will have two (2) entries in the draw. Only one (1) entry per household per Peak Event Promotion is permitted.

12. To be eligible to claim the prize if drawn as a winner, eligible entrants 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

13. AGL reserves the right to request that the winner provides proof of identity and proof of eligibility in order to claim the prize, including as set out in clause 18 of these Terms and Conditions. Proof of identification, eligibility and entry that are considered suitable for verification by AGL will be determined at the full discretion of AGL. In the event that 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.

14. AGL reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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. AGL reserves the right to disqualify a winner if AGL becomes aware that the winner and/or winner's entry is of a type described in this clause. Errors and omissions may be accepted at AGL's 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.

15. Incomplete or indecipherable entries will be deemed invalid.

16. If there is a dispute as to the identity of an entrant, AGL reserves the right, in its sole discretion, to determine the identity of the entrant or to deny the prize to an individual whose identity is unable to be verified to the satisfaction of AGL.

The Prize

17. There are five (5) prizes to be won in total, with the prizes allocated as follows:

    a) one for each of SA, VIC and QLD residents;

    b) one for NSW residents who reside in the Ausgrid electricity distribution network area; and

    c) one for NSW residents who reside outside of the Ausgrid electricity distribution network area,

(each, an **Allocated Region**).

18. In order to receive a prize for an Allocated Region, the Prize Winner (as defined in clause 22 below) must be able to verify that they are a current resident of that Allocated Region.

19. The prize for a Prize Winner is free electricity to the value of $3,000 (GST inc.). The prize will be awarded as a once-off credit to the Prize Winner's AGL residential electricity account and is not transferrable and cannot be taken as cash. If the Prize Winner does not use all of the credit within 12 months of winning the prize, the remaining credit will remain in their electricity account until it has been exhausted. The Prize Winner will be responsible to pay any electricity charges in excess of the $3,000 account credit. If the Prize Winner switches retailers before the $3,000 credit is exhausted, the remainder of the prize will be forfeited and cannot be redeemed in cash. If the Prize Winner moves property before the $3,000 credit is exhausted, the Prize Winner can elect to 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.

20. Total prize pool value is $3,000 (GST inclusive) per Allocated Region, and $15,000 (GST inclusive) in total across all Allocated Regions ($3,000 (SA), $3,000 (VIC), $3,000 (Qld), $6,000 (NSW)).

21. If a Prize Winner is an AGL solar customer who has $500 or more of credit in their electricity account at the time the draw takes place, then that Prize Winner can elect to transfer some or all of the credit into their AGL gas account.

The Draw & Winner Notification

22. The draw will take place at AGL, Level 9, 699 Bourke St, Docklands, Victoria on Monday, 6 March 2023 at 12:00 pm AEDT. Subject to clause 23, the first five (5) valid entries randomly selected from all eligible entries received during the Promotional Period will be deemed prize winners ("Prize Winners"), provided that an entrant is eligible to win a maximum of one (1) prize.

23. As soon as a Prize Winner is drawn from an Allocated Region, then entrants from that same Allocated Region will be ineligible to receive any of the remaining prizes.

24. If a Prize Winner is an employee or contractor of AGL, then provided they were not excluded pursuant to clauses 4 and 5, the employee or contractor may keep the prize.

25. The Prize Winners will be notified in writing by email and/or SMS within two (2) business days of the draw, and Prize Winner names will be published at https://www.agl.com.au/peakenergyrewardsprize from Wednesday, 8 March 2023. Failure to respond by Monday, 5 June 2023 will be deemed notice of the individual's forfeiture of the prize.

26. Subject to any direction given under relevant State legislation, in the relevant circumstances, an unclaimed prize draw (including in relation to prizes that have been forfeited) will take place at the same place as the original draw and at the same time on Tuesday, 6 June 2023. The winner(s) of the unclaimed prize will be notified by email and/or SMS within two (2)

business days of the draw, and unclaimed prize draw winner(s) names will also be published at https://www.agl.com.au/peakenergyrewardsprize from Tuesday, 13 June 2023. For the avoidance of doubt, the winner of the unclaimed prize must be from the same Allocated Region as the original prize winner, for example if the original prize winner is a resident of SA, then the winner of the unclaimed prize must also be a resident of SA.

27. If there are no prize winner/s or winner/s for this promotion cannot be found, this information will be published https://www.agl.com.au/peakenergyrewardsprize.

28. Any correspondence or disputes relating to the promotion should be directed to AGL by phone or in writing. All decisions relating to a dispute are at the discretion of AGL and no correspondence will be entered into in this regard.

General

29. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

30. 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.

31. 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, 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.

32. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees").

33. 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

34. 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.

35. 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.