



## **“AGL WIN A \$1000 Vault Pays-enabled Prepaid Mastercard®” 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 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 Street, Sydney NSW 2000 (together “AGL”). Telephone 131 245.

#### **Who can enter?**

3. Entry is only open to NSW, VIC, SA, WA and QLD residents aged 18 years or over.
4. Employees and contractors of AGL and the agencies associated with this competition and the immediate families of all such employees and contractors are ineligible to enter. Immediate family 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.

#### **How to enter:**

5. Entries into the promotion open on 05/10/2021 and close at 11:59pm AEST on 04/11/2021 (“Promotional Period”)
6. To receive entry to the competition, eligible individuals must:
  - (a) Switch their home gas and/or electricity to AGL from another energy retailer by signing up to an AGL energy plan via the AGL call centre (131 245) or AGL website (agl.com.au) during the Promotional Period; or
  - (b) Choose AGL for their home gas and/or electricity supply at a new property they are moving into by signing up to an AGL energy plan via the AGL call centre (131 245) or AGL website (agl.com.au) during the Promotional Period; and
  - (c) Provide a valid email address and mobile number

(“Eligible Entrant”).

#### **Prize conditions:**

7. Only one (1) entry is permitted per account (as defined by AGL).

8. To be eligible to claim the prize if drawn as a winner, Eligible Entrants must not have initiated a cancellation of their gas and/or electricity plan that they signed up to during the Promotional Period.
9. The Promoter reserves the right to request that the winner provides proof of identity and proof of eligibility in order to claim the 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 the winner cannot provide suitable proof to the satisfaction of the Promoter, the winner will forfeit the prize in whole and no substitute prize will be offered.
10. The Promoter 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 the Promoter 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. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
11. Incomplete entries will be deemed invalid.
12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

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

13. The draw will take place at Pilgrim Communications Pty Ltd, 51A/23 Norton Street, Leichhardt NSW 2040 on 19/11/2021 at 12pm. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within three (3) business days of the draw and their name will be published at [www.agl.com.au/aglgiftcardcompetition](http://www.agl.com.au/aglgiftcardcompetition) from 24/11/2021.
14. The Promoter's decision is final, and no correspondence will be entered into.

#### **The Prize**

15. Eligible Entrants will go into the draw to win one (1) of twenty-five (25) \$1000 Vault Pays-enabled Prepaid Mastercard®.
16. Total prize pool value is \$25,000 (Inc. GST).

An activation link for the Vault Pays-enabled Prepaid Mastercard will be issued to winners via SMS to the phone number provided during the AGL energy plan sign up process. A winner must activate their Prize within 2 months of issue of their activation link. Once activated, the Vault Pays-enabled Prepaid Mastercard will be added to the winner's digital wallet on their smartphone device.

17. Prizes are subject to any additional conditions specified by the Promoter and/or prize suppliers, including any periods of validity where relevant. Any ancillary costs associated

with redeeming the Vault Pays-enabled Prepaid Mastercard are not included. The Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Vault Pays-enabled Mastercard any unused balance will be forfeited. We will not give you notice prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet. The Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pty Ltd. See [www.vaultps.com.au/terms](http://www.vaultps.com.au/terms) for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Winners of cash prizes totalling \$1,000 or more will need to provide a 'Know your customer' (KYC) form, which details information (but not limited to) such as: Full name, D.O.B. and address.

## **General**

18. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
19. Entrants consent to the Promoter 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 the Promoter.
20. 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 the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter 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.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. 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").
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence) in connection with:
  - (a) 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; and
  - (b) each the following circumstances (i) any technical difficulties or equipment malfunction (whether or not under the Promoter'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 the

Promoter) due to any reason beyond the reasonable control of the Promoter; (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.

24. If any dispute arises between an entrant and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider the entrant's point of view, taking into account any facts or evidence the entrant puts forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.

**Personal Information:**

25. The personal information of entrants will be collected to enable AGL to administer and promote this competition and may be used to market the AGL's services to the entrant. If personal information is not given, participants cannot be entered into the competition. The personal information of the entrants will be held and used in accordance with AGL's privacy policy which is available at [www.agl.com.au/privacy-policy](http://www.agl.com.au/privacy-policy). In addition to any use that may be outlined in AGL's privacy policy, AGL may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including telephoning the entrant. The privacy policy also contains information about 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. Unless otherwise indicated by AGL, the Promoter may disclose personal information to entities outside of Australia.
26. Entrants' personal information may also be disclosed to the relevant State or Territory lottery department and the winner's name published as required under the relevant State or Territory lottery legislation. A request to access, update or correct any information should be directed to AGL.
27. **Permits:** NSW:TP/01329 SA: T21/1510