AGL Bundle Offer and Competition

Terms & Conditions



AGL **nbn**[®] Internet and Energy Bundle Offer – Terms and conditions

AGL energy customers will get \$25 a month off AGL **nbn** plan fees for the first 6 months, then \$15 off every month after that. The offer is only available for customers who sign up for a new AGL **nbn** plan and also have or take up an active AGL energy residential gas or electricity plan (**AGL Energy Residential Customer**). Existing AGL energy and **nbn** customers who move premises with AGL are also eligible for this offer.

After the first 6 months of your AGL **nbn** plan, we will start charging you your monthly **nbn** plan fee in full, unless you are eligible for the AGL Monthly Credit of \$15 per month as an AGL Energy Residential Customer and will therefore continue to receive the AGL Monthly Credit of \$15.

Plus, if you sign up by 9 May 2023, you will automatically go in the draw to win a year of internet on us. T&Cs below.

The AGL **nbn** Internet and Energy Bundle Offer is subject to the below terms and conditions:

- 1. The offer is on from 1/2/2023 8:00AM AEDT to 9/5/2023 06:00PM AEST, unless extended further, varied, or removed by AGL at any time at its discretion (**Promotion Period**)
- 2. The eligible plans for this offer are AGL **nbn** Home Standard, **nbn** Home Fast, **nbn** Home Superfast, **nbn** Home Ultrafast, **nbn** Fixed Wireless Plus.
- 3. This promotion is available to new or existing AGL Energy Residential Customers who are signing up for a new AGL nbn plan. Existing AGL nbn customers who are moving house are eligible if they are also an AGL Energy Residential Customer. However, the offer is not available to existing AGL nbn customers who are changing plans.
- **4.** The promotion starts when your AGL **nbn** service is connected to AGL.
- **5.** The promotion only applies to your monthly AGL **nbn** plan fees. You will still be charged in full for any other charges or fees.
- 6. You may change your **nbn** plan to another Eligible Plan at any time. If you do, you will still be eligible for the promotion.
- 7. If you cancel your AGL energy plan(s) and are no longer an AGL Energy Residential Customer during the first 6 months of your **nbn** plan, the promotion will no longer apply to your service from the date of cancellation, and you will not be able to apply the promotion to any future AGL **nbn** plan.
- 8. You may cancel your AGL nbn service at any time and there are no early termination fees associated with this promotion, you'll just need to pay any outstanding charges. If you have chosen to buy an AGL modem under a Device Payment Plan and you cancel your nbn plan within the Device Payment Plan period, you'll need to pay out the rest of the modem fee (the monthly modem fee for each remaining month) as a lump sum on your next bill.
- 9. The promotion cannot be redeemed outside of the Promotion Period.
- 10. The promotion cannot be applied retrospectively to an existing or previous AGL nbn service.

- 11. The promotion cannot be transferred to another service, person, or party.
- 12. The promotion cannot be redeemed for cash.
- **13.** Customers should refer to the <u>AGL Telecommunications Customer Terms</u>, the AGL **nbn** Plans <u>Critical Information Summary</u>, regarding the specific products and services.
- **14.** AGL reserves the right, in our sole discretion, to remove your access to this program if you breach our <u>Acceptable Use Policy</u>, or we have otherwise formed the view that you are scamming this program.

"WIN A YEAR OF INTERNET ON US" PROMOTION - TERMS AND CONDITIONS

- 1. Information on how to enter and prize details form part of these terms and conditions. By entering this promotion, you represent that you are eligible to enter, and you are deemed to have accepted these terms and conditions.
- 2. This promotion is run by AGL Energy Limited (ABN 74 115 061 375) of 699 Bourke Street, Docklands Victoria 3008, phone: 131 245 (**we, us, our**).
- The promotion starts at 8:00 AM AEDT on 01 February 2023. Entries close and must be received by 11.59PM AEST on 9 May 2023 (promotion period).
- 4. Permits: ACT: TP 22/02474, NSW: TP/02363, SA: T22/2051

Who can enter?

- 5. Entry is open to residential customers who are 18 years old or older who sign up for a new AGL **nbn**[®] plan within the promotional period and have an active AGL residential electricity and/or gas plan.
- **6.** Employees, managers, officers or contractors, and their immediate families, of us and our associated organisations and agents, are ineligible to enter.

How do you enter?

- 7. To enter, you must, during the promotion period, sign up to a new AGL **nbn** plan (**eligible entrv**).
- **8.** Each entrant will be automatically in the draw for every new AGL **nbn** plan.
- 9. Incomplete, incorrect or illegible entries, or entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights (including intellectual property rights) will be considered invalid.
- 10. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the promotion repeatedly is prohibited and will render entries submitted using such means invalid.
- 11. Entrants agree and acknowledge that all eligible entries and any intellectual property rights subsisting in their entries become our property.

Prize

- 12. There are 10 prizes to be won. Prize value varies from AGL Home Ultrafast **nbn** plan for 12 months valued at RRP \$1,488.00 (inc GST) to AGL Home Standard **nbn** plan for 12 months valued at RRP \$768.00 (inc GST). The winner will receive a discount credit of an amount that is equivalent to the monthly plan fees of the **nbn** plan of which they signed up for during the promotion period, for 12 months. The 12 months period starts on the winners next billing cycle.
- 13. The total prize pool value is up to \$14,880.00 (inc GST).
- 14. The winner(s) will be decided by a manual random draw at 11:00 AM AEDT on Tuesday 6th June 2023 at 699 Bourke St, Docklands Victoria 3008.
- **15.** Each of the 10 valid eligible entries drawn will win a prize.
- 16. Winner(s) will be notified by telephone and in writing within 7 days of the draw and the prize automatically applied to their account.

- 17. Winner(s)'s details (initial of the first name, last name and the postcode) will also be published in the AGL Rewards, Value Communication eNewsletter June/July edition within 30 days of the draw.
- **18.** Our decisions about this promotion (including the selection of winners) are final and no correspondence will be entered into.

Unclaimed prize draw

19. If a prize remains unclaimed after 3 months, an unclaimed prize draw will take place on 25 July 2023 at the same time and place as the original draw, using the same draw method, subject to directions from regulators. Winner(s) will be notified by telephone and in writing within 7 days of the unclaimed prize draw.

Prize conditions

- 20. Only one prize per eligible entry.
- 21. We reserve the right to withdraw a prize if there are no eligible entrants to receive it.
- 22. A prize, or any unused portion of a prize, can't be transferred, exchanged or redeemed for cash. Expenses relating to prize(s) are the responsibility of the winner(s).
- 23. The winner must pay all other costs (for example, cost to purchase a modem, the **nbn** New Development Fee) or any fees for additional services or usage.
- 24. After the 12 months period, the cost of the winner's **nbn** plan will revert to the standard, non-discounted cost for the plan at the time, unless the winner is eligible for the AGL monthly credit of \$15 per month as an AGL energy customer and will therefore continue to receive the AGL monthly credit of \$15.
- **25.** If the winner upgrades, downgrades or cancels their **nbn** plan during the 12 months, they will no longer be eligible for the prize and any remaining credits will be forfeited.
- 26. If the winner cancels their AGL energy plan(s) during the 12 months, they will no longer be eligible for the prize and any remaining credits will be forfeited.
- 27. If the winner moves property within the 12 months period, they can choose to transfer the plan to the new address. The winner will need to contact AGL to complete the transfer.
- **28.** The AGL Telecommunications terms and conditions will apply to the winner's plan.

General

- 29. We reserve the right to: (a) ask you to provide proof of identity and/or proof of eligibility to claim a prize, (b) determine how the promotion is run, including the selection of a winner, and (c) disqualify any entrant who we believe has breached these terms and conditions or engaged in unlawful or other improper conduct or any conduct intended to jeopardise the fair and proper conduct of the promotion.
- **30.** Any entrant who, in our opinion, tampers or interferes with the entry mechanism in any way, or who 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.
- 31. If we're unable to run the promotion as planned, including due to tampering, unauthorised intervention, fraud, 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 to take any action that we consider necessary, including but not limited to (a) disqualifying any entrant, or (b) modifying the promotion, subject to directions from regulators.
- 32. We exclude 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.
- 33. To the extent permitted by law, we aren't liable for loss (including indirect and consequential loss), damage or personal injury suffered or sustained in connection with this promotion (including the supply of goods or services by anyone to a prize winner), and to anyone accompanying a prize winner if applicable.
- 34. All costs associated or arising in connection with participating in the promotion and the 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.
- We're not responsible for tax (including GST) obligations of any nature that may arise from winning a prize, so please seek your own independent tax advice.

Privacy

36. 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.

By participating in this promotion, 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. If the personal information requested is not provided, we will be unable to process your entry and your entry will therefore be deemed invalid.

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.