

AGL Great EV Giveaway Terms & Conditions

Information on how to enter the AGL Great EV 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 to 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 12.00am AEDT on 26 March 2026 and closes on 11.59pm AEST on 10 June 2026 ("**Promotional Period**").

Eligible Entrants

4. Entry is only open to Australian residents who are 18 years or older and reside in New South Wales (NSW), Victoria (VIC), Queensland (QLD), South Australia (SA) and Western Australia (WA) where AGL operates, subject to the below exclusions and conditions ("**Eligible Entrant**").
5. The following customers are ineligible to enter this Promotion:
 - (a) 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.
"**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; and/or
 - (b) customers who are on an AGL VIP Family and Friends Plan, having signed up using a friends-and-family promotion code provided by an AGL employee.
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 and the conditions in clauses 4 and 6, 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:
- (i) a new AGL electricity, gas or internet service for an Eligible Property (as defined below); and/or
 - (ii) a new AGL mobile service (each an “**Eligible Service**”),

direct with AGL via our website 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 a new Eligible Service via a third party website.

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

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

- (b) Sign up to a new direct debit arrangement on your Eligible Service, either if:
- (i) you have signed up to a new AGL Eligible Service in accordance with clause 7(a); or
 - (ii) you have received an invitation from AGL to enter the Promotion by signing up to a new direct debit arrangement.

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

- (c) Download and register for the AGL App for the first time, either if:
- (i) you have signed up to a new Eligible Service in accordance with clause 7(a); or
 - (ii) you have received an invitation from AGL to enter the Promotion by registering for the AGL App.

An Eligible Entrant will receive no more than one (1) Eligible Entry for AGL app registration during the Promotional Period, regardless of the number of their AGL services.

8. For an entry to remain eligible on the date of each draw:
- (a) for customers to whom clause 7(a) applies:
- (i) AGL must be the Financially Responsible Market Participant (**FRMP**) for any eligible electricity or gas service, or you must be an ongoing AGL Telecommunications customer on eligible internet or mobile service; or
 - (ii) you must have completed a valid sign-up request for an Eligible Service with AGL that has been accepted by AGL and is pending transfer;

- (b) for customers to whom clause 7(b) applies, the direct debit arrangement must remain active on the date of the draw and AGL must remain the retailer of the relevant service to which that arrangement applies; or
 - (c) for customers to whom clause 7(c) applies, the AGL App registration must remain valid on the date of the draw and you must remain an AGL customer.
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 Property addresses or mobile numbers can submit an entry for each such address or mobile number.
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 four (4) Eligible Entries for a customer who signs up to a new AGL Eligible Service. Or, as another example, a total of two (2) Eligible Entries will be made for a new customer who signs up to two (2) new AGL mobile services.
 - (b) The Promoter will make a total of three (3) Eligible Entries for a customer who signs up to a new AGL Eligible Service then also sets up a new direct debit arrangement on that electricity service and registers for the AGL app for the first time;
 - (c) The Promoter will make a total of four (4) Eligible Entries for an AGL electricity customer who signs up to a new internet service and a new mobile service, and adds a new direct debit arrangement to each of these new internet and mobile services;
 - (d) The Promoter will make a total of three (3) Eligible Entries for a customer with existing AGL electricity, gas and internet services, who, in response to AGL invitations, signs up to a direct debit arrangement for each service.
 - (e) The Promoter will make a total of three (3) Eligible Entries for a customer who:
 - (i) in response to an AGL invitation, signs up to a direct debit arrangement for their existing AGL gas service at an Eligible Property in VIC; and
 - (ii) signs up to a new AGL electricity and internet service at an Eligible Property in NSW.AGL will allocate the first entry into the draw for VIC and the next two entries into the draw for NSW, as contemplated by clause 13.
12. For the avoidance of doubt, existing AGL customers changing plans on their existing AGL service will not be eligible for an entry unless AGL has invited them to enter the Promotion pursuant to clauses 7(b)(ii) or 7(c)(ii).

Winner Determination

13. Entries will be allocated to one of five separate draws based on the following State groups: NSW, VIC, QLD, SA, and WA (each a "**State Group**").
14. A draw for each State Group will take place at Plexus, Level 9, 628 Bourke Street, Melbourne VIC 3000 at 12.00 pm AEST on 9 July 2026 using computerised random selection.
15. The first valid Eligible Entry drawn from each State Group will win the prize specified below.
16. The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn.
17. If a 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 each 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

18. **Prize Description:** BYD ATTO 3 Premium electric vehicle in Ski White colour with automatic transmission, including on-road costs arising from Stamp Duty, registration (for 12 months), dealer delivery charges and Compulsory Third Party Insurance.
19. **Number of this prize:** One (1) prize per draw for each State Group. An aggregate of five (5) prizes nationally across all five (5) draws.
20. **Prize Value:**

State	Value per Prize
NSW	\$48,173.52 (inc. GST)
QLD	\$47,224.10 (inc. GST)
SA	\$48,005.46 (inc. GST)
VIC	\$48,428.90 (inc. GST)
WA	\$49,208.50 (inc. GST)

The above table sets out the maximum value for the prize in each State Group draw, including the on-road costs set out in clause 18 (which may vary).

Total Prize Pool

21. In each State Group draw, the total prize pool is equal to the maximum value per prize in each State, as set out in the table at clause 20.
22. The total National prize pool across all five (5) draws is up to AUD\$241,040.48 (inc. GST) including on-road costs, registration (for 12 months), dealer delivery charges and Compulsory Third Party Insurance set out in clause 18.
23. The Promoter accepts no responsibility for any tax obligations (including GST) 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

24. Additional insurance, options, petrol, travel to collect a prize, and all other ancillary costs are the responsibility of the winner.
25. The Promoter will ensure that the prizes will be available for collection by the winners at their nearest vehicle dealership (or for delivery to a metropolitan location in NSW, VIC, QLD, SA or WA) within twenty (28) days of each draw, subject to manufacturer delays.
26. Only one (1) prize per eligible customer drawn as a winner in each State Group and across all draws nationally. For the avoidance of doubt, if a customer has multiple addresses in different States and is drawn as a winner in one State Group, that customer cannot win another prize even if they are subsequently drawn in another State Group's draw.
27. 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.
28. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of

accepting the prize that the winner may be required to sign a legal release and indemnity in a form to be determined by the Promoter in its discretion.

29. Our decisions about this Promotion (including the selection of winners) are final and no correspondence will be entered into.

Winner Notification

30. 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 within seven (7) days of the draw. All reasonable attempts will be made to contact each winner.

Unclaimed Prize Draw

31. Each prize must be claimed and accepted by 12.00 pm AEST on 10 August 2026 ("**Claim Date**"). In the event of any prize which remains unclaimed by the Claim Date, an unclaimed prize draw will take place at the same time and place as the original draw on 11 August 2026 subject to any direction from a regulator.
32. The winner of any unclaimed prize draw will be contacted in writing and by phone. The name of any such winner (i.e., their first initial, last name and postcode of residence) will be published at agl.com.au within seven (7) days of each unclaimed prize draw. The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn.
33. 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.

GENERAL

34. 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. 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.
35. 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.
36. 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.
37. 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.

38. 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.
39. 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.
40. If any winner chooses not to take their prize (or is unable to), or does not take or claim or collect a prize in accordance with clause 31 or within a reasonable time as specified by the Promoter, the Promoter will forfeit the prize and will not be obliged to offer a substitute prize.
41. 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.
42. The value of each prize is accurate and based upon the recommended retail value of each prize where applicable (inclusive of GST) at the date of publication of these terms of conditions. The Promoter accepts no responsibility for any variation in the value of each prize after that date.
43. No entry fee is charged by the Promoter to enter the Promotion.
44. 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.
45. 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.
46. 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.
47. All costs associated or arising in connection with participating in the Promotion and any prize (including travel to collect it) 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.
48. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
49. 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.
50. 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.

51. 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.
52. 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

53. 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.
54. By participating in this Promotion and signing up to an Eligible 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. If the personal information requested is not provided, we will be unable to process your entry and your entry will therefore be deemed invalid.
55. 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

56. Authorised under: NSW Authority No. TP/04927 and SA Permit No. T26/239.