

Competition Terms and Conditions

1. The Promoter

The promoter is Smart Energy Code Company Limited, 8 Fenchurch Place, London EC3M 4AJ (company number 08430267) ("Promoter")

2. The competition

2.1 The title of the competition is Win an Amazon Echo Dot or Charity Donation.

2.2 The Promoter is offering employees of Smart Energy Code ("SEC") Parties who enter this competition a chance to win an Amazon Echo Dot or a cash donation to a nominated charity of the winner's choice.

3. How to enter

3.1 The competition will run from 09:00 on 11th February 2020 (the "**Opening Date**") to 16:59 on 6th March 2020 (the "**Closing Date**") inclusive.

3.2 All competition entries must be received by the Promoter by no later than 16:59 on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3 To enter the competition, submit a completed registration form for CodeWorks, which can be found on the Smart Energy Code website (<https://smartenergycodecompany.co.uk/the-digital-smart-energy-code/>) by the Closing Date.

3.4 No purchase is necessary and there is no charge for employees of SEC Parties to register and use the Codeworks platform.

3.5 The Promoter will **not** accept:

- (a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (b) proof of registration to the CodeWorks platform as proof of receipt of entry to the competition.

3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

- 3.7 For help with entries, please contact the SECAS Helpdesk (SECAS@gemserv.com).
- 3.8 Please see the Smart Energy Code website (<https://smartenergycodecompany.co.uk/terms-of-use/>) for a copy of these competition terms and conditions.
- 3.9 The competition winner will be selected at random from all valid entries received within seven (7) days of the Closing Date ("**Prize Draw Period**").

4. Eligibility

- 4.1 The competition is only open to employees of existing SEC Parties that are resident in the UK and aged eighteen (18) years or over and are not already registered to CodeWorks.
- 4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 4.3 There is a limit of one entry to the competition per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.4 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
- 4.5 Competition entries cannot be returned.

5. The prize

- 5.1 The prize is either:
- (a) an Amazon Echo Dot (3rd Generation) and one (1) is available to be won; or
 - (b) a single cash donation of fifty pounds sterling (£50.00) to a registered charity nominated by the winner.
- 5.2 Prizes are subject to availability. There is no cash alternative for the prize.
- 5.3 The prize is supplied by Gemserv Limited, 8 Fenchurch Place, London, EC3M 4AJ (the "**Supplier**").

6. Winners

- 6.1 The decision of the Promoter is final and no correspondence or discussion will be entered into.

- 6.2 The Promoter will contact the winner personally as soon as practicable after the Prize Draw Period, using the email address provided in the CodeWorks registration form.
- 6.3 The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname of the prize winner, the name of the SEC Party they are employed by and, if applicable, copies of their winning entries to anyone who emails the SECAS Helpdesk (SECAS@gemserv.com) or writes to the address set out previously (enclosing a self-addressed envelope) within one month after the Closing Date of the competition.
- 6.4 If you object to any or all of your surname, the SEC Party you are employed by and winning entry being published or made available, please contact the SECAS Helpdesk (SECAS@gemserv.com). In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

7. Claiming the prize

- 7.1 Please allow thirty (30) days following the Prize Draw Period for the delivery of the Amazon Echo Dot or donation to the specified charity, as applicable.
- 7.2 The Promoter will make all reasonable efforts to contact the winner. If the winner fails to respond to the email sent per Clause 6.2 within five (5) working days, a redraw will take place from the remaining valid entries to select a new winner. If any winner declines a prize or fails to respond within the required period, they forfeit any right to the prize.

8. Limitation of liability

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. Ownership of competition entries and intellectual property rights

- 9.1 All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 9.2 By submitting your competition entry and any accompanying material, you agree to:
- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
 - (b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

10. Data protection and publicity

- 10.1 The Promoter will only process your personal information as set out in the Smart Energy Code Company Privacy Policy (<https://smartenergycodecompany.co.uk/privacy-policy/>). See also condition 6.3 and condition 6.4, with regard to the announcement of winners.

11. General

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.