

# Terms & Conditions

## Utilita Power Payback



## 1. Who are we

**1.1** We are Utilita Energy Limited, of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh SO53 3QB, a limited company registered in England and Wales under company registration number: 04849181 and with VAT number: 823818422 ("Utilita" or "we"). "We", "our" or "us" shall be construed as references to Utilita.

**1.2** From time-to-time, Utilita will run Power Payback events ("Power Payback Events") where Eligible Customers (as defined at 3.1 below) will have the opportunity to participate in certain events and receive energy credits ("Rewards") in exchange for changing their energy consumption over a specific time period. When Utilita runs a Power Payback Event, these terms and conditions will apply (the "Power Payback Terms").

**1.3** In order to provide the Power Payback service to you, we will be using third parties, including but not limited to, National Grid ESO who will manage parts of this service on our behalf so that we can provide the services set out in these Power Payback Terms to you.

**1.4** Individual terms and conditions may also apply and will be made available with each applicable Power Payback Event ("Event Terms").

**1.5** By taking part into a Power Payback Event, you are agreeing to be bound by these Power Payback Terms and any applicable Event Terms.

**1.6** For further information on the Power Payback Events, applicable Event Terms and how to participate, please read our FAQs here: [www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442](http://www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442)

**1.7** If there are any issues or questions regarding a Power Payback Event, please either contact us via our Community Page: [www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442](http://www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442) or by calling our Customer Service Team on **0330 3337 442**.

## 2. Our agreement with you

**2.1** These Power Payback Terms supplement and must be read in conjunction with the following terms and conditions:

**2.1.1** Standard Terms;

**2.1.2** Codes of Practice;

**2.1.3** Privacy Information Notice; and

**2.1.4** any applicable Event Terms, together the "Terms".

**2.2** You can access the Terms by following this link: [www.utilita.co.uk/Terms](http://www.utilita.co.uk/Terms)

**2.3** Any terms defined in each of the above terms and conditions shall have the same meaning when used in these Power Payback Terms unless we have specifically amended the meaning otherwise.

**2.4** In the event of any conflict between the Power Payback Terms and the Terms, the relevant Terms will apply. For the avoidance of doubt, if there is any conflict between these Power Payback Terms and the Event Terms, the Event Terms shall take precedence.

**2.5** If there are any issues or questions regarding the Power Payback service, please visit our FAQs page here: [www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442](http://www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442)

## 3. Eligibility

**3.1** In order to be eligible to take part in a Power Payback Event, you must:

**3.1.1** be a current Utilita electricity domestic customer;

**3.1.2** be a UK (excluding Northern Ireland) resident aged 18 years or over;

**3.1.3** not be in the process of leaving Utilita either prior to or during a Power Payback Event you are participating in; and

**3.1.4** have a smart meter installed at your property that is capable of sharing your energy data regularly, the "Eligible Customers".

**3.2** Additional eligibility requirements may apply and will be set out in the relevant Event Terms.

**3.3** Only Eligible Customers will be capable of participating in a Power Payback Event and receiving Rewards. If you are not the account holder of the live supply of electricity (i.e. the Utilita customer), you must get permission from the account holder to take part in a Power Payback Event.

**3.4** Rewards will only be received once per Eligible Customer per Power Payback Event.

**3.5** Utilita reserves the right to verify the eligibility of participants. Utilita may require such information as it considers reasonably necessary for the purpose of verifying the eligibility of participants and Rewards may be withheld until and unless Utilita is satisfied with the verification.

**3.6** You are responsible for inaccuracies of the data submitted through each Power Payback Event and ensuring we have valid contact details. By participating in a Power Payback Event:

**3.6.1** You are agreeing to be bound by these Power Payback Terms and the Terms; and

**3.6.2** you are confirming that you are an Eligible Customer capable of participating in a Power Payback Event.

**3.7** Participants not complying with the Power Payback Terms and/or the Terms will be deemed invalid.

**3.8** Utilita reserves the right to refuse entry into a Power Payback Event or refuse to provide a Reward to anyone in breach of the Power Payback Terms and/or the Terms.

## 4. How to participate

**4.1** The details of each Power Payback Event and the Rewards will be set out in the applicable Event Terms, including details of how to opt in.

**4.2** Rewards are subject to the relevant opening and closing dates for the applicable Power Payback Event, as specified in the applicable Event Terms.

**4.3** Once you submit an entry to participate, the information supplied cannot be amended. Multiple attempts to enter a Power Payback Event will not be counted.

## 5. Collecting data from your smart meter

**5.1** When participating in a Power Payback Event, and in order for Utilita to calculate your Reward, Utilita will need to process data collected from your smart meter. Energy data is automatically collected half-hourly from your smart meter. For more information on collection on your data as part of the Power Payback service, please see our FAQs here: [www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442](https://www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442)

**5.2** Please also refer to our Privacy Information Notice, which can be found here: [www.utilita.co.uk/terms](https://www.utilita.co.uk/terms)

## 6. Receiving your Reward

**6.1** If you are eligible to receive a Reward, we will contact you as soon as possible after the closing date for each Power Payback Event to confirm your Reward and to carry out any necessary account verification checks and/or additional details that we reasonably require to deliver the Reward to you.

**6.2** Subject to the Event Terms and 6.1 above, Utilita will aim to provide you with Reward within 72 hours following the Power Payback Event closing date. However, on some occasions, this may not be possible. In these circumstances, Utilita will work with you to ensure you receive your Reward as soon as reasonably possible and are regularly informed as to the estimated date that you will receive your Reward.

**6.3** It is important that you keep your account details up to date so that Utilita can contact you. Utilita will continue to make reasonable efforts to contact you up to a maximum of 14 days following the closing date of the relevant Power Payback Event.

**6.4** If Utilita is unable to contact you after a reasonable period and/or unable to confirm eligibility within a reasonable period, or if any Reward is unclaimed or declined within a reasonable period, the Reward shall be deemed as unclaimed or unaccepted. Utilita is not responsible for any inability to take up or otherwise receive a Reward.

**6.5** Rewards are subject to availability. Utilita provides no guarantee that the Rewards will remain available throughout the duration of the applicable Power Payback Event.

**6.6** Each Reward is non-transferable, non-exchangeable and may not be resold. No cash equivalent, or alternative will be offered or given at your request. Utilita reserves the right to substitute the Reward of similar value in the event of non-availability of the Reward or the Reward cannot be awarded for reasons beyond Utilita's reasonable control. In the event you do not accept the substitution, you will forfeit your right to the Reward.

**6.7** The Reward may not be claimed by a third party on your behalf, but Utilita may (in its sole discretion) make reasonable adjustments on a case-by-case basis to allow you to claim your Reward.

## 7. How to opt out of the Power Payback service

7.1 We understand that you may wish to withdraw from the Power Payback service. If you decide you would no longer like to take part in the service, you can opt out at any time by any of these methods:

7.1.1 by contacting us via our Community Page: [www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442](http://www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442);

7.1.2 by following the instructions on any Event Terms sent by us; or

7.1.3 by calling Customer Services on **0330 3337 442**.

7.2 Once we have received your request to opt out of the service, you will no longer receive any communications relating to the Power Payback service or any Power Payback Events.

7.3 If you change your mind, you can opt back into the Power Payback service at any time by:

7.3.1 by contacting us via our Community Page: [www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442](http://www.community.utilita.co.uk/threads/1647-Power-Payback?p=4442#post4442); or

7.3.2 by calling Customer Services on **0330 3337 442**.

7.4 If you decide to opt out of the Power Payback service during a Power Payback Event, you will not be entitled to receive your Reward.

## 8. Limitation of liability

8.1 So far as it is permitted by law, all conditions, warranties and representations expressed or implied by are law are hereby excluded.

8.2 Nothing in these Power Payback Terms or Event Terms shall exclude or limit our liability which cannot be legally excluded or limited including death or personal injury cause by our negligence, fraud or fraudulent misrepresentation. So far as it is permitted by law, Utilita and its associated companies and agents are not responsible for:

8.2.1 direct, indirect, special or consequential loss, damage, disappointment occurring as a result of your eligibility or you claiming a Reward, personal injury or death occurring as a result of taking up the Reward, except where it is caused by Utilita's, its agents or its distributors negligence or that of their employees. Your statutory rights are not affected; or

8.2.2 any unforeseeable losses and liabilities, or any other loss or damage that you may incur which is not an obvious consequence of providing a Power Payback Event or Reward, or where the failure is due to circumstances that are beyond Utilita's reasonable control, including but not limited to:

(i) any postponement or cancellation of the Power Payback service or any Power Payback Event;

(ii) any inaccuracies of data submitted by you;

(iii) any incorrectly completed, lost or delayed notices, acceptances, tickets or other documents or Rewards related to a Power Payback Event;

(iv) any changes to the supply (including where the Reward does not reach you) or cancellation of or use of the Reward; and/or

(v) any act or default by you resulting in you being unable to receive the Reward (and/or any elements of it) which is beyond Utilita's reasonable control, including (without limitation) communications failure with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of a Power Payback Event or Reward, inaccessibility, unavailability or any kind of failure of the internet, any relevant website, mobile phone network, any software, any hardware or any combination thereof.

## 9. Data protection

9.1 Utilita will as part of a Power Payback service process your personal information in accordance with these Power Payback Terms, the Terms (which includes, for the avoidance of doubt, the Utilita Privacy Information Notice) which can be found here: [www.utilita.co.uk/terms](http://www.utilita.co.uk/terms)

9.2 Utilita is committed to protecting and respecting your privacy and will only use your personal information for the purposes of each Power Payback Event that you may enter and in accordance with the Power Payback Terms and the Terms.

9.3 If you have any questions or concerns in relation to this Privacy Information Notice, you can contact Utilita's Data Protection Officer at [DPO@utilita.co.uk](mailto:DPO@utilita.co.uk) or write to: **The Data Protection Officer, Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh, Hampshire, SO53 3QB.**

## 10. General

**10.1** Utilita reserves the right to hold void, suspend, cancel, or amend a Power Payback Event, the Terms or a Reward at any time with immediate effect, without prior notice and without liability to you.

**10.2** Utilita reserves the right to correct any technical errors in the administration of any Power Payback Event and/or Reward and/or the Terms with immediate effect and without liability to you; for example, where a technical error results in account holder(s) being unfairly advantaged or disadvantaged.

**10.3** In the event of fraud, abuse, and/or an error affecting the proper operation of a Power Payback service and/or any Power Payback Event, including the allocation of more Rewards than are available, Utilita reserves the right to declare a claim for a Reward void without liability.

**10.4** Utilita's decision is final. No correspondence will be entered into with any Eligible Customer or any other third party.

**10.5** If any provision of the power Payback Terms and/or the Terms is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

**10.6** These Power Payback Terms and the Event Terms shall be governed by the laws of England and Wales, and each party submits to the exclusive jurisdiction of the courts of England and Wales.