



# Utilita Scratch Card Terms & Conditions

## 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, with VAT number: 823818422 ("**Utilita**", "**our**" or "**we**").

**1.2** Utilita is running a scratch card promotion ("**Promotion**") for a chance to receive certain rewards (as set out in clause 4). By participating in the Promotion, you accept that you have read and understood these terms and conditions ("**Terms**").

## 2. Promotion

**2.1** During the Promotion, Eligible Participants (as defined at clause 3.1) have the chance to receive a reward from Utilita ("**Reward**") by visiting our Utilita Energy Hub in Luton which is at 47, The Mall, Luton, LU1 2TD ("**Luton Utilita Energy Hub**"). The Promotion is only run at our Luton Utilita Energy Hub.

**2.2** The Promotion will start at 9.00am on 24 May 2024 and close at 5.00pm on 24 June 2024 (the "**Promotion Period**").

**2.3** Only Eligible Participants will be capable of participating in the Promotion.

**2.4** A Reward can only be redeemed once per Eligible Participant.

**2.5** You are responsible for any inaccuracies of data submitted through this Promotion and ensuring that we have valid contact details. By participating in this Promotion:

**2.5.1** You are agreeing to be bound by the Terms; and

**2.5.2** You are confirming that you are an Eligible Participant capable of participating in the Promotion and claiming a Reward.

**2.6** Entries not complying with the Terms will be deemed invalid. Utilita reserves the right to refuse entry or refuse to award the Reward to anyone not complying with the Terms.

**2.7** Rewards are subject to availability. Utilita provides no guarantee that the Reward(s) will remain available throughout the duration of the Promotion Period.

**2.8** Rewards are only redeemable in the Luton Utilita Energy Hub by Eligible Participants and cannot be transferred or exchanged.

**2.9** Utilita reserves the right, at its sole discretion, to substitute a Reward should the specified Reward(s) become unavailable for reasons beyond its control, which may include substituting a non-cash gift with a cash alternative.

**2.10** Redeemed or expired scratch cards cannot be re-used or recovered, and Rewards are not for resale or publication.

**2.11** Screenshots and pictures of scratch cards will not be accepted, only the original, physical scratch card.

**2.12** Utilita reserves the right to refuse to accept a scratch card which we deem to have been tampered with, duplicated, damaged or which otherwise is suspected to be affected by fraud, misconduct, or unauthorised use. We may withdraw or cancel your scratch card at our discretion.

**2.13** Utilita reserves the right to refuse to accept a scratch card which is presented after the Promotion Period has ended or which is presented at another Utilita Energy Hub, other than the Luton Utilita Energy Hub.

## 3. Eligibility

**3.1** The Promotion is open to UK residents (excluding Northern Ireland), aged 18 years or over ("**Eligible Participants**").

**3.2** To enter the Promotion, you must visit our Luton Utilita Energy Hub during the Promotion Period to collect a free scratch card.

**3.3** To find out whether you have won a Reward, you will need to scratch off the scratch fields on the scratch card in accordance with the scratch card instructions.

**3.4** 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 the Reward may be withheld until and unless Utilita is satisfied with the verification.

## 4. Rewards

**4.1** The Rewards available to be won include the following:

- ✓ 1x 2023/24 Luton Football Club Adult Shirt;
- ✓ 1 x 2023/24 Luton Football Club Kids Shirt;
- ✓ 1 x Pair of Luton Football Club tickets (no pre-determined fixture) to watch Luton Town Football Club play at Kenilworth Road;
- ✓ 1 x Daewoo air fryer;
- ✓ Amazon gift cards:
  - ✓ 3 x £25 gift card;
  - ✓ 2 x £30 gift card;
  - ✓ 1 x £250 gift card.

**4.2** Where no Reward is showing on your scratch card, you can take your scratch card into Luton Utilita Energy Hub and pass it to a member of staff who will provide you with a further opportunity to win a Reward of £500 Amazon Gift Card by entering your email address into Utilita's tablet ("**Tablet Prize Draw**").

## 5. Claiming the Reward

**5.1** If your scratch card shows that you have won one of the Rewards listed at clause 4.1 above, simply take the scratch card into the Luton Utilita Energy Hub during the Promotion Period where a member of staff will verify your Reward and provide it to you.

**5.2** As set out at clause 4.2 above, if your scratch card shows that you have not won a Reward, you can still take your scratch card into the Luton Utilita Energy Hub during the Promotion Period, where you can enter the Tablet Prize Draw. You will be required to pass your scratch card to a member of staff and then enter your email address into Utilita's tablet. The winner of the Tablet Prize Draw will be selected at random and be contacted by email within 3 weeks following the end of the Promotion Period.

**5.3** If you forget or lose your scratch card, you will be unable to receive your Reward or be able to enter the Tablet Prize Draw.

**5.4** Utilita does not accept responsibility if you are not able to take up the Reward or enter the Tablet Prize Draw.

**5.5** Where the Reward is to be redeemed with a third-party company, e.g. gift cards or vouchers, third-party company terms and conditions may apply in relation to that Reward.

## 6. Limitation of liability

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

**6.2** Nothing in these Terms shall exclude or limit our liability which cannot legally be excluded or limited including death or personal injury caused 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:

**6.2.1** direct, indirect, special, or consequential loss, damage, or disappointment occurring as a result of your eligibility or you receiving the Reward, except where it is caused by Utilita's, its agents or its distributors negligence or that of their employees; or

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

**6.2.2.1** any postponement or cancellation of a Promotion;

**6.2.2.2** any inaccuracies of data submitted by you;

**6.2.2.3** any lost scratch cards or other documents relating to the Reward or the Promotion;

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

**6.2.2.5** any act or default by you resulting in you being unable to receive your Reward (and any elements of it) which is beyond Utilita's control, including (without limitation) communications, failure with regard to equipment, systems, networks, lines, satellites, servers, computers or providers utilised in any aspect of the Promotion 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.

## 7. Data Protection

**7.1** Utilita is committed to protecting and respecting your privacy and will only use your personal information for the purposes of the Promotion that you may participate in and in accordance with these Terms. By participating in the Promotion, you agree that any personal information provided by you with your participation may be held and used by Utilita, its agents, suppliers and their applicable third parties in order to administer the Promotion and/or the Rewards.

**7.2** In addition to the above, it is a condition for the Promotion that Utilita has the right to publish and/or make available information that indicates that a valid award took place.

**7.3** If you object to your details being published or made available, please contact Utilita at: [marketing@utilita.co.uk](mailto:marketing@utilita.co.uk) as soon as possible. Please note that even if you object, we may still be required by law to provide information relating to the Rewards and/or this Promotion, including (without limitation) your details and any request to remain anonymous to the Advertising Standards Authority on request.

**7.4** For more information about your privacy and rights, please read Utilita Extra Privacy Notice here: [www.utilita.co.uk/terms](http://www.utilita.co.uk/terms). If you have any questions or concerns in relation to this Utilita Extra Privacy 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 at Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh, SO53 3QB.

## **8. General**

**8.1** Utilita reserves the right to end or suspend a Promotion, amend the Terms, or withdraw any Reward at any time with immediate effect, without prior notice and without liability to you. However, in the case of withdrawal of a Reward, a notice will be posted in the Luton Utilita Energy Hub.

**8.2** Utilita reserves the right to correct any technical errors in the administration of the Promotion, Reward, or the Terms with immediate effect and without liability to you.

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

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

**8.5** If any provision of 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.

**8.6** These Terms, and the Promotion, shall be governed and construed in accordance with the laws of England and Wales and each party submits to the exclusive jurisdiction of the courts of England and Wales. Your statutory rights are not affected.