

## Cloudy2Clear - Free Prize Draw

### Terms and Conditions

#### **1 The Promoter**

This competition is organised by Cloudy2Clear UK Limited which is a company registered in England with Company Number 06105864 with its registered office at Unit 802 Merlin Park Ringtail Road, Burscough Industrial Estate, Ormskirk, Lancashire L40 8JY (the "**Promoter**").

#### **2 The Competition**

The competition is for a single winner to have their gas and electricity bills paid by the Promoter for 12 months as detailed in, and subject to, these terms and conditions.

#### **3 How to Enter**

3.1 The competition will run from 12 midnight on 4 October 2016 (the "**Opening Date**") to 23:59:59 on 31 January 2017 (the "**Closing Date**") inclusive.

3.2 Upon any purchase of the Promoter's double-glazing replacement services between the Opening Date and the Closing Date, you will be automatically entered into the prize draw.

3.3 The Promoter will **not** accept responsibility for competition entries that are lost, 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.

3.4 By submitting a competition entry, you are agreeing to be bound by these terms and conditions and any entries not complying with these terms and conditions will, at the discretion of the Promoter, acting reasonably, be deemed invalid and disqualified.

3.5 The decision of the Promoter is final and it will not enter into any correspondence about the results.

3.6 A copy of these terms and conditions can be found at:

[www.cloudy2clearwindows.co.uk/c2c-free-energy-bills/](http://www.cloudy2clearwindows.co.uk/c2c-free-energy-bills/)  
(the "**Promoter's Website**").

#### **4 Eligibility**

4.1 The competition is only open to residents in the UK (excluding Northern Ireland) aged 18 years or over, **but excluding**:

4.1.1 employees of the Promoter or its holding or subsidiary companies and Franchisees;

4.1.2 employees, agents or suppliers of the Promoter who are professionally connected with the competition or its administration; or

4.1.3 members of the immediate families or households of those people listed in conditions 4.1.1 and 4.1.2 above.

4.2 To be eligible to enter the competition, you must receive and pay your gas and electricity bills on a monthly or quarterly basis and your gas and electricity meters must be on a standard, rather than pre-payment, basis. The Promoter will not make payments for any amounts which are not supplemented by a valid bill from an energy provider.

- 4.3 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.
- 4.4 There is a limit of one entry per person. If an applicant places several orders for the Promoter's double glazing replacement services between the Opening Date and the Closing Date, the applicant will only be entered into the prize draw once. Entries on behalf of another person will not be accepted.
- 4.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition or if you do not meet the eligibility criteria.

## 5 The Prize

- 5.1 The prize is that the Promoter will agree to pay the winner's gas and electricity bills relating to the period of 12 months beginning in 1 March 2017 and expiring on 28 February 2018 (the "**Prize Period**"). The prize is awarded subject to the following conditions:
  - 5.1.1 the maximum amount which the Promoter will contribute to valid gas and electricity bills raised during the Prize Period is £1,500 (the "**Contribution Limit**");
  - 5.1.2 the winner will be solely responsible for any amounts incurred in gas and electricity charges which exceed the Contribution Limit and the Promoter will not make any payments beyond the Contribution Limit;
  - 5.1.3 if the total amount of the winner's gas and electricity charges during the Prize Period is below or does not exceed the Contribution Limit, then the Promoter will not be obliged to make any further payments to the winning applicant for the balance nor make payment for any further electricity or gas bills incurred after the expiry of the Prize Period;
  - 5.1.4 the gas and electricity bills must be raised on a monthly or quarterly basis to be eligible for payment by the Promoter and all meters to which the bills relate must be on a standard, rather than pre-payment, basis for the full duration of the Prize Period. The Promoter will not make payments to credit any pre-payment meters under any circumstances;
  - 5.1.5 the Promoter will make the payments for valid gas and electricity bills for a single place of residence only which should also be the primary and main place of residence of the winning applicant.
- 5.2 The Promoter reserves the right to disqualify or cease making payments to any winning applicant who fails to comply with the conditions set out in condition 5.1 above (or any other conditions set out in these terms and conditions).
- 5.3 The Promoter will make payments to the winning applicant for each valid gas and electricity bill presented to the Promoter in accordance with condition 5.4 below (provided that the bill corresponds to a full month or quarter within the Prize Period). Payments will be made by cheque directly to the winning applicant and the Promoter will not be obliged to pay any bills or amounts directly to the energy provider (or any other person) on the winner's behalf. The Promoter will not be obliged to make payments for any bills which relate to any period outside of the Prize Period.
- 5.4 All bills which the winning applicant wishes for the Promoter to provide payment for must be presented to the Promoter within 28 days from the date of the relevant bill.
- 5.5 The Promoter shall not be liable for any disruption to this competition, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event of any disruption to this competition, the Promoter shall use its reasonable

endeavours to remedy the disruption and resume this competition on a fair and equitable basis to the entrants.

- 5.6 The prize is not negotiable or transferable.

## **6 Winner Notification**

- 6.1 Each winner will be randomly selected by a computer process from among all of the eligible entries.
- 6.2 The Promoter will use its reasonable efforts to notify the potential winner by email or telephone (using the contact details provided by the applicant) on, or as soon as practicable after, 15 February 2017 (the “**Announcement Date**”).
- 6.3 The Promoter will publish the first name and last name initial and town of the winner on the Promoter’s Website, once the winner has accepted the prize. The winner’s first name and last name initial may be publicly announced via the Promoter, sent via e-mail, listed in local newspapers, radio, posted on Facebook, Twitter or via other forms of social media once the winner has been contacted and accepted the prize. The Promoter may offer the winner the opportunity to have a photograph taken and to appear in local newspapers and/or other forms of social media.

## **7 Claiming the Prize**

- 7.1 The potential winner will be contacted by telephone or e-mail notifying them that they have won the prize draw and giving instructions as to how to accept the prize. The potential winner will be required to confirm to the Promoter that they accept the prize within seven (7) days of the Announcement Date.
- 7.2 The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed the prize within 7 days of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant received before the Closing Date.
- 7.3 The Promoter does not accept any responsibility if the winner is not able to accept 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 entrants or 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. The statutory rights of the entrants and the winners are not affected.

## **9 Data Protection and Publicity**

- 9.1 If you win the competition, you agree that the Promoter may use your name, image and town of residence to announce you as the winner of this competition and for any other reasonable and related promotional purposes.
- 9.2 By entering the competition, you agree that any personal information provided by you in the competition entry form may be held and used only by the Promoter or its agents and suppliers to administer the competition (including, for the avoidance of doubt, pursuant to condition 6.3 above), unless you specifically agree that the Promoter may use the data for other purposes.

## **10 General**

- 10.1 If the Promoter has any reason to believe that an entrant has committed a breach of these terms and conditions, the Promoter reserves the right to, and may, at its sole

discretion, disqualify such person from the competition.

- 10.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the competition where it becomes necessary to do so.
- 10.3 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.