



## Power Play Prize Draw Terms and Conditions

### 1. Promoter

This promotion is run by ScottishPower Energy Retail Limited, a company registered in Scotland (Company number SC190287, VAT number GB 659 3720 08), of 320 St. Vincent Street, Glasgow, G2 5AD ("**ScottishPower**").

### 2. Prize Draw

2.1 The title of the promotion is the "**Power Play Prize Draw**".

2.2 Power Play Prize Draw is a monthly prize draw that is free to enter for all Eligible ScottishPower customers (see the Eligibility criteria set out below at Clause 4).

2.3 All Eligible ScottishPower customers have the chance to win a cash prize of £2,000 each month (see Clause 3 below).

2.4 All Eligible ScottishPower customers will be automatically entered into the Power Play Prize Draw (see Clause 5 for details).

### 3. The Prize

3.1 There is one cash prize of £2,000 available to be won each month.

3.2 Such prize will be paid in pounds sterling by cheque. The cheque will not be made payable to any third party and will be in the name of the ScottishPower energy account holder only.

3.3 As the Power Play Prize Draw is a monthly prize draw, the prize available may change from month to month. The prize available will be published on the Power Play Prize Draw website ([scottishpower.co.uk/power-play](http://scottishpower.co.uk/power-play)) at least 21 days in advance of the draw.

3.4 The prize is not negotiable or transferable.

### 4. Eligibility

4.1 The Power Play Prize Draw is open to ScottishPower domestic Pay As You Go customers who are resident in the UK (excluding Northern Ireland) for whom we hold a valid and current email address ("**Eligible ScottishPower customers**"), **except:**

- (a) customers who are employees of ScottishPower or employees of any companies in the ScottishPower group;
- (b) accounts where the holder is listed as "occupier", "council" or "void"; and/or
- (c) accounts where ScottishPower has received a notification of a change of supplier (such that it will cease to be the energy provider to the address covered by the account) and has not objected to that change of supplier.

4.2 If an Eligible ScottishPower customer does not opt out of the Power Play Prize Draw, they confirm that they are eligible to claim any prize they may win, and ScottishPower may require proof of this.

## **5. Automatic Entry**

5.1 The Power Play Prize Draw will run from 00:00 on the third working day of each calendar month (the "**Opening Time**") to 23:59 on the second working day of the following calendar month (the "**Closing Time**") inclusive.

5.2 As all Eligible ScottishPower customers will be automatically entered into the Power Play Prize Draw, all they need to do is check that they meet the Eligibility criteria (see Clause 4) and ensure that their account details are correct so that ScottishPower can contact them if they win.

5.3 Entrants for each monthly prize draw must be entered into the Power Play Prize Draw and meet the Eligibility criteria at the Closing Time to be included in that prize draw.

## **6. Additional Chances to Enter**

6.1 Subject to Clause 6.2, each Eligible ScottishPower customer will receive one entry to the Power Play Prize Draw each month.

6.2 ScottishPower may, from time to time, offer opportunities to receive extra entries to the Power Play Prize Draw (at the sole discretion of ScottishPower).

6.3 Should ScottishPower decide to offer Eligible ScottishPower customers the opportunity to gain additional entries to the Power Play Prize Draw, we will publish details of this at [scottishpower.co.uk/power-play](http://scottishpower.co.uk/power-play). ScottishPower reserves the right to add, remove and amend any such opportunities at ScottishPower's sole discretion and without liability to Eligible ScottishPower customers.

## **7. Opt Out/Opt In**

7.1 If an Eligible ScottishPower customer wishes to opt out of the Power Play Prize Draw, they can do so at any time by any of these methods:

- Email [power.play@scottishpower.com](mailto:power.play@scottishpower.com) stating their full name, address and ScottishPower account number and putting "Power Play Prize Draw Opt Out" in the subject line of the email; or
- Call our Customer Service team on 0345 270 0700 (lines open Monday to Friday 9am to 5pm); or
- Write to ScottishPower, Power Play Prize Draw Opt Out, 320 St. Vincent Street, Glasgow G2 5AD stating your full name, address and ScottishPower account number.

Please note that Eligible ScottishPower customers, who wish to do so, must opt out by the Closing Time or they will be included in that month's prize draw, after which they will no longer be entered into any future Power Play Prize Draws. For the avoidance of doubt, should they fail to opt out by the Closing Time and win that month's prize draw, they are under no obligation to claim the prize.

7.2 Once ScottishPower have received a request from an Eligible ScottishPower customer to opt out, they will not be entered into any future Power Play Prize Draws. If any Eligible

ScottishPower customer who has opted out changes their mind, they can opt back in by any of these methods:

- Email [power.play@scottishpower.com](mailto:power.play@scottishpower.com) stating their full name, address and ScottishPower account number and putting "Power Play Prize Draw Opt In" in the subject line of the email; or
- Call our Customer Service team on 0345 270 0700 (lines open Monday to Friday 9am to 5pm); or
- Write to ScottishPower, Power Play Prize Draw Opt In, 320 St. Vincent Street, Glasgow G2 5AD stating your full name, address and ScottishPower account number.

7.3 If a person who has previously opted out of the Power Play Prize Draw opts back in before the Closing Time and they meet the Eligibility criteria, they will be entered into that month's draw. If they have opted back in after the Closing Time, they will be entered into the following month's draw.

7.4 If an Eligible ScottishPower customer does not opt out of the Power Play Prize Draw or they decide to opt back into the Power Play Prize Draw, they will be bound by these terms and conditions. These terms do not affect any other services provided by ScottishPower.

## 8. Winners

8.1 The winner of each prize will be drawn at random (by a verifiable computer programme) and ScottishPower shall use all reasonable endeavours to draw the winner on the tenth day of each month or, where the tenth day falls on a non-working day, on the first working day after the tenth day of the month, following the Closing Time for that draw (the "**Winning Draw**"). Where the winner cannot be drawn on the tenth day of the month (or the first working day thereafter), ScottishPower shall reschedule the relevant prize draw to a new date at their sole discretion and shall use reasonable endeavours to ensure that the new date is as close as possible to the date on which the relevant prize draw should have been completed.

8.2 Should the winner of the initial draw fail to claim their prize within 14 days of the Winning Draw as per Clause 9.1 below, the unclaimed prize shall be redrawn and that winner shall have 21 days to claim. Should the prize remain unclaimed by the end of this process, the prize will be permanently withdrawn.

8.3 Prizes that have been permanently withdrawn will not be rolled over and added into the next draw.

8.4 ScottishPower must make available information that indicates that a valid draw took place. In order to comply with this, ScottishPower shall publish the first initial and surname and county of the winner of each monthly draw on ScottishPower's Power Play website ([scottishpower.co.uk/power-play](http://scottishpower.co.uk/power-play)) within 21 days of the Winning Draw. This information will also be made available to members of the public on request.

8.5 The winner of each monthly draw may be requested to participate in photo, recording, video and/or filming session(s). The winner agrees that ScottishPower shall have the right to use all the resulting publicity materials in any media for publicity purposes relating to the Power Play Prize Draw, unless the winner notifies ScottishPower otherwise by way of the process set out at Clause 8.6 below. For the avoidance of doubt, no fees shall be payable to any winner in relation to the use of publicity materials.

8.6 If an Eligible ScottishPower customer objects to their name and county being published or made available should they win the prize draw, or objects to participating in any publicity activities as outlined at Clause 8.5 above, they should email ScottishPower at [power.play@scottishpower.com](mailto:power.play@scottishpower.com) with "Power Play Prize Draw objection" in the subject line as soon as possible and, in any event, within 14 days of the Winning Draw taking place. Please note that even if an objection is received, it is still a legal requirement to provide this information to the Advertising Standards Authority if so requested.

8.7 ScottishPower may ask for proof of a winner's identity. If a winner is unable to provide adequate proof of identity, ScottishPower may withdraw the prize and select another winner using the process described at Clause 8.2.

8.8 ScottishPower will retain the appropriate evidence for audit and review purposes for a period of two years after each prize draw.

8.9 If the winner has debt on their ScottishPower energy account and claims the prize in accordance with Clause 9.2, ScottishPower reserve the right to set off the value of the prize against the value of the debt. The remaining value of the prize, if any, shall then be awarded to the winner.

## **9. Claiming the Prize**

9.1 ScottishPower will contact the winner within 14 days of the Winning Draw taking place, using the contact details listed on the winner's ScottishPower account (as per Clause 5.2). ScottishPower will continue to make reasonable efforts to contact the winner up to a maximum of 14 days following the date on which the Winning Draw took place. If it has not been possible to contact the winner within this time or they have failed to comply with Clause 9.2, the prize will be deemed unclaimed and redrawn in accordance with the procedure set out in Clause 8.2 above.

9.2 Once notified by ScottishPower in accordance with Clause 9.1, the winner must claim their prize by emailing their full name, address and ScottishPower account number to [power.play@scottishpower.com](mailto:power.play@scottishpower.com) with the subject line "I'm a winner" within 14 days of the Winning Draw taking place.

9.3 Once a winner has claimed their prize, ScottishPower will aim to provide the prize to them within 14 days of the date on which the prize is claimed by the winner. Where this is not possible, ScottishPower will liaise with the winner to ensure they receive their prize as soon as reasonably possible and keep them regularly informed as to the date on which ScottishPower expect that they will receive their prize.

9.4 The prize must be claimed by the winner and cannot be claimed by a third party on the winner's behalf. In exceptional circumstances and on a case-by-case basis, ScottishPower may make reasonable adjustments. For the avoidance of doubt, this will be at ScottishPower's sole discretion.

9.5 ScottishPower does not accept any responsibility if a winner is unable to claim their prize.

## **10. Limitation of Liability**

Insofar as permitted by law, ScottishPower will not in any circumstances be responsible or liable to compensate a winner or accept any liability for any loss, damage, disappointment, personal injury or death occurring as a result of claiming the prize, notwithstanding where it

has been caused directly by negligence on the part of ScottishPower. Nothing in this clause will affect the statutory rights of a party who seeks to rely on these terms and conditions.

## **11. Data Protection and Publicity**

In relation to the Power Play Prize Draw, ScottishPower will process Eligible ScottishPower customers' personal information in accordance with the Privacy Information Notice available on the Power Play Prize Draw website ([scottishpower.co.uk/power-play](http://scottishpower.co.uk/power-play)). As set out in Clauses 8.4, 8.5 and 8.6 above, limited personal information may be used for publicity purposes.

## **12. General**

12.1 If there is any reason to believe that any Eligible ScottishPower customers have breached these terms and conditions, ScottishPower may, at ScottishPower's sole discretion, reserve the right to exclude those Eligible ScottishPower customers from participating in the current Power Play Prize Draw, any future Power Play Prize Draw or other prize draw or competition.

12.2 ScottishPower reserve the right to make changes to these terms and conditions, at ScottishPower's sole discretion, upon giving at least 28 days' notice. Any change to these terms and conditions will not take effect during a Power Play Prize Draw and will only apply from the Opening Time of the next monthly draw upon expiry of the 28 days' notice. Any changes to these terms and conditions will be posted at [scottishpower.co.uk/power-play](http://scottishpower.co.uk/power-play).

12.3 ScottishPower reserve the right to void, suspend, cancel, or amend the prize draw where it becomes necessary to do so with immediate effect and without liability to Eligible ScottishPower customers.

12.4 ScottishPower reserve the right to correct any technical errors in the administration of the Power Play Prize Draw (including, but not limited to, the failure of the verifiable computer programme used to administer the prize draw) with immediate effect and without liability to Eligible ScottishPower customers. Where a technical error delays the prize draw being completed for that month, ScottishPower shall reschedule the relevant prize draw to a new date at their sole discretion. ScottishPower shall use reasonable endeavours to ensure that the new date is as close as possible to the date on which the relevant prize draw should have been completed.

12.5 These terms and conditions shall be governed by the laws of Scotland, and ScottishPower and anyone who seeks to rely on these terms and conditions submit to the exclusive jurisdiction of the courts of Scotland.

These Power Play Prize Draw Terms and Conditions are effective from 18<sup>th</sup> July 2022.