

VIRGIN RED & OCTOPUS ENERGY - "WIN A YEAR'S FREE ENERGY" - TERMS AND CONDITIONS

These terms and conditions apply to the 'Win a year's free energy' prize draw (the "**Promotion**"). By entering the Promotion, you agree to be bound by the following Terms and Conditions:

1. Details specific to the Promotion are displayed on the "Win a year's free energy with Octopus Energy" tile on the Virgin Red app and website ("**VR Platform**").
1. The Promotion will be run by Virgin Red Limited, a company registered in England and Wales with registered number 11490861 and registered office 66 Porchester Road, London W2 6ET ("**Virgin Red**", "**we**" or "**us**").
2. These terms and conditions are the Promotion rules ("**Rules**") that apply to this Promotion. By entering this Promotion, you are agreeing to be bound by these Rules and any other instructions that are communicated to you. If you do not agree to these Rules, please do not enter the Promotion.
3. These Rules form a legally binding agreement between you and us. We reserve the right to extend, withdraw, alter or suspend the Promotion or these Rules at any time if circumstances beyond our control make this unavoidable. Any changes will be posted on the VR Platform and existing entrants will be notified by email.
4. In the event of any dispute regarding any aspect of the Promotion, the decision of Virgin Red shall be final and no correspondence will be entered into, except with the winners.
5. These Promotion Rules are separate to the terms and conditions for the supply of gas and electricity that you will have with Octopus Energy Limited ("**Octopus Energy**") and will not affect your rights and obligations under those terms.

How to enter the Promotion

6. Entrants must:
 - a. be aged 18 or over at the date on which they enter the Promotion;
 - b. be resident in Great Britain;
 - c. be members of the Virgin Red programme, which means accepting and complying with our terms and conditions of use, which can be found [here](#);
 - d. not be existing customers of Octopus Energy; and
 - e. have access to the internet.
7. To enter the Promotion, you must apply to switch to Octopus Energy via clicking the link on the "Win a year's free energy" tile on the VR Platform and follow the steps to apply to switch to any Octopus Energy tariff between 00:00 on 16th September 2021 and 23:59 on 21th November 2021 (the "**Promotional Period**"). One application to switch is equivalent to one entry in the prize draw.
8. Only customers who applied to switch to Octopus Energy during the Promotional Period will be entered into the draw, unless otherwise specified in writing. No entries received after the closing time will be eligible to win a prize.
9. Any entrant who attempts to take part in the Promotion in a manner which we deem is contrary to these Rules, may be removed from the Promotion at our sole discretion. Entries made through agents, third parties, organised groups or any entry duplication method will not be accepted.
10. A switch will only count for the purposes of this Promotion if the entrant successfully transfers onto supply with Octopus Energy (which will require the provision of all relevant

data such as name, address, contact details, payment details and direct debit information) and supply commences by 5th January 2022. Should a switch be unsuccessful for any reason (for example a technical fault, fraudulent entrant or if the entrant decides to not complete their switch to Octopus Energy), this will not count as an entry. The final decision shall be at our sole discretion and no correspondence will be entered into over any dispute.

11. By entering the Promotion, you warrant that all information submitted by you is true, current and complete. If any information you submit is found to be fraudulent or incorrectly completed or if we have reasonable grounds to believe that you have breached any of the Rules, we reserve the right to disqualify you from the Promotion.
12. Employees of Virgin Red, Octopus Energy, their group companies, agents or anyone professionally connected with this Promotion and any member of their respective immediate families may not participate in the Promotion.
13. No liability is accepted for entries that are not received by Virgin Red for any reason. Virgin Red retains the right to refuse admission of any illegitimate sign ups.

Prizes

14. The winners will be selected at random using an automated computer process from a pool of all eligible entrants who meet the requirements set out above.
15. The first winner selected by the automated computer process will win the Free Energy Prize described below and the next 12 winners selected will win the Points Prizes (as defined below).
16. **Free Energy Prize:**
 - a. The winning customer of the Free Energy Prize will receive the prize of free energy for a 12 month period from the customer's supply start date, up to a maximum value of £1,389.70 (the "**Free Energy Prize**"). The maximum value has been set at the average annual billed amount for a median usage dual fuel household on the "Octopus 24M Fixed September 2021 v3" tariff. Any additional energy consumed by the customer on top of this will be the customer's responsibility to pay under the usual Octopus Energy domestic customer terms and conditions applicable to the customer's selected tariff.
 - b. The Free Energy will be in the form of credit applied to the customer's Octopus Energy account for any billed amount for the customer's selected tariff during the first 12 months, beginning on the customer's supply start date.
 - c. If the customer's billed amount in the 12 month period from the customer's supply start date is less than the maximum value of £1,389.70, credit will only be applied up to the value of actual billed amounts in that period.
 - d. The Free Energy Prize only applies whilst the customer is on an Octopus Energy tariff. Should the customer switch away from Octopus Energy at any point during the 12 month period from the customer's supply start date, credit will only be applied to any billed amount from Octopus Energy during that time and only up to the maximum value of £1,389.70. Any unused credit will be forfeited.
 - e. Credit will be applied once per quarter up until the 12 month anniversary from the customer's supply start date at which point it will be the customer's responsibility to pay for energy under the usual Octopus Energy domestic customer terms and conditions applicable to the customer's selected tariff.
 - f. Credit will only be applied based on actual meter readings.
17. **Points Prizes:**
 - a. There will be:
 - i. One winner of 30,000 (thirty thousand) Virgin Points;

- ii. One winner of 20,000 (twenty thousand) Virgin Points;
 - iii. Five winners of 10,000 (ten thousand) Virgin Points each; and
 - iv. Five winners of 5,000 (five thousand) Virgin Points each,
(together, the “**Points Prizes**”).
18. By 5th February 2022, each winner will be notified by email to the email address registered to their Virgin Red account with details on how to accept their prize. For Points Prizes, your Virgin Points will be credited to your Virgin Red account within 7 days of acceptance of your prize.
19. By entering this Promotion, you are agreeing to be contacted by us and / or Octopus Energy as required (using the contact details you have provided us or Octopus Energy with on your respective accounts) should you win. If a winner cannot be contacted or does not make contact with Virgin Red to accept their prize within 5 business days of Virgin Red attempting to notify the customer, another winner will be selected and the prize will be forfeited by the original winner.
20. Prizes are not transferable or exchangeable other than at the sole discretion of Virgin Red and there is no cash alternative. However, we may change any Prize due to circumstances beyond our control or to offer an alternative of similar value.
21. If you are a winner:
- a. it is your responsibility to pay all costs and expenses not included within the prize, including any applicable taxes;
 - b. a prize will not be awarded to you if to do so would be unlawful; and
 - c. we may verify your eligibility and check your identity. If you are asked for proof of your identity and/or your eligibility, your failure to provide such proof within a reasonable time could result in your disqualification from the Promotion or the withdrawal of any prize.

Data protection and publicity

22. All personal details and information you supply must be truthful and accurate. We will use your personal details to administer and manage the Promotion and award prizes. All personal data will be used in accordance with current UK data protection legislation and the Virgin Red privacy policy, which can be found [here](#), or Octopus Energy’s privacy policy as applicable, which can be found [here](#).
23. We reserve the right to publish, or make available on request to membersupport@red.virgin.com, information that indicates that a valid award took place – for example, the surname and county of residence of the winners. Affected prize winners have the right to object to all or part of this information being published or made available by contacting us at dpo@red.virgin.com. In such circumstances, entrants acknowledge that Virgin Red must nevertheless still provide the information and winning entries to the Advertising Standards Authority or equivalent regulator on request.
24. We, and Octopus Energy in respect of the Free Energy Prize, may ask the winners to use their name, county and image in publicity materials. We will retain the rights to any publicity materials produced by us.

General

25. Nothing in these Rules removes or limits our liability for: (a) fraud; or (b) death or personal injury caused by our negligence. These Rules also do not affect the rights that are granted to you as a consumer by the law.
26. We will not be liable to you if you suffer loss or inconvenience that is not foreseeable or that results from the failures of persons or systems that we do not directly control.

27. Virgin Red in its sole discretion reserves the right to withdraw or vary the terms of the Promotion in order to comply with the decision of any relevant judicial or regulatory body and shall not be held liable to any entrant for so doing.
28. If any provision of these Rules is held to be illegal, invalid, void or otherwise unenforceable it shall be severed from the remaining provisions of these Rules which shall as far as possible continue in full force and effect.
29. The Promotion and these Rules, and any dispute or claim arising out of or in connection with them, are governed by English law.
30. You can bring legal proceedings in respect of the Promotion and these Rules in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Promotion and these Rules in either the Scottish or the English courts.