

Terms and Conditions

Utilita Home Competition



1. Who are we

1.1. We are Utilita Field Services Limited t/a Utilita Home of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh SO53 3QB, a limited company registered in England and Wales under company registration number 05852899 and VAT number: 823818422. ("**Utilita Home**"). "**We**", "**our**" or "**us**" shall be construed as references to Utilita Home and we run this promotion.

1.2. Utilita Home runs competitions from time to time. When we run competitions, these terms and conditions ("**General Terms**") will apply.

1.3. Each competition may also have individual terms and conditions that will apply and will appear on the offer page or given as instructions at the point of entry of each competition ("**Competition Terms**").

1.4. By entering any Utilita Home competition, you are agreeing to be bound by these General Terms and the Competition Terms (together "**Terms**").

1.5 In the event of any conflict between these General Terms and the Competition Terms, the General Terms shall take precedence.

1.6. If there are any issues or questions regarding a competition or the Terms, please contact Utilita Home by emailing: HEC@utilita.co.uk.

2. Eligibility

2.1. Competitions are open to persons who are resident in the UK (excluding Northern Ireland), aged 18 years or over.

2.2. Additional eligibility requirements may apply and will be set out in the relevant Competition Terms.

2.3. Only one entry per person is allowed, unless otherwise stated in the Competition Terms.

2.4. You are responsible for inaccuracies of the data submitted through each competition. By entering each competition:

(a) You are agreeing to be bound by the Terms; and

(b) You are confirming that you are eligible to do so and eligible to claim any prize that you may win.

2.5. Utilita Home will not accept entries that are:

(a) Automatically generated by computer;

(b) Completed by third parties or in bulk; or

(c) Incomplete.

2.6. Entries not complying with the Terms will be deemed invalid.

2.7. We reserve the right to verify the eligibility of entrants. We may require you to provide such information as we consider reasonably necessary for the purpose of verifying the eligibility of an entry and the prize may be withheld until and unless we are satisfied with the verification.

2.8. We reserve the right to refuse entry or refuse to award the prize to anyone in breach of the Terms.

2.9. Upon confirming eligibility, your details may be passed onto a third-party company to facilitate and/or arrange delivery of the prize. Further details of the third-party company will be included in the applicable promotion communications.

3. How to enter and the prize draw

3.1. To be in with a chance of winning a prize, simply follow the instructions for each competition as set out in the Competition Terms.

3.2 Each competition will specify the opening date and closing date for the prize draw ("**Prize Draw Period**").

3.3. You must complete your entry during the applicable Prize Draw Period. Any entries submitted outside of the applicable Prize Draw Period will not be accepted or included in the prize draw for that competition.

3.4. Prizes are subject to availability. Utilita Home provides no guarantee that the prizes will remain available throughout the duration of the applicable competition.

3.5. The winner will be drawn at random from all eligible entries received during the applicable Prize Draw Period. Each competition winner will be notified within a reasonable time after the applicable Prize Draw Period ends or any subsequent draw either by email, mail, or telephone. A signature may be required upon delivery.

3.6. The prize is awarded conditionally upon Utilita Home contacting the winner, confirming eligibility and acceptance by the winner. If we are unable to contact the winner after a reasonable period and/or we are unable to confirm eligibility or if any prize is unclaimed or declined within a reasonable period, the prize shall be deemed as unclaimed or unaccepted and a supplementary winner may be drawn at our sole discretion in accordance with the Terms. We are not responsible for any inability of a prize winner to accept or otherwise received the specified prize.

3.7. Unless otherwise expressly stated, where the prize requires attendance at a specific venue, the winner and any permitted companions will be solely responsible for travel to and from the venue and all other expenses. We assume no responsibility and are not liable for any costs, charges, or expenses which winners may be required to pay at any time in connection with a prize. Events may occasionally be cancelled for reasons outside of Utilita Home's control. Utilita Home will endeavour to promptly update any relevant information but will not be liable for any change of date or venue or cancellation of any event. Any additional terms of entry specified by the venue will also apply.

3.8. Each prize is non-negotiable, non-transferable, and non-exchangeable. No cash or equivalent, or alternative, will be offered or given at the request of the winner. We reserve the right to substitute a prize of similar value in the event of non-availability of the prize, or the prize cannot be awarded for reasons beyond our reasonable control. In the event the winner does not accept the substitution, the winner will forfeit their right to the prize.

3.9. The winner may not re-sell, exchange or transfer the prize.

4. Limitation of liability

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

4.2. So far as it is permitted by law, Utilita Home and its associated companies and agents are not responsible for:

(a) any direct, indirect, special, or consequential loss, damage, disappointment, personal injury, or death occurring as a result of taking up any prize, except where it is caused by Utilita Home, its agents, or its distributors negligence or that of their employees. Your statutory rights are not affected; or

(b) any unforeseeable losses and liabilities, or any other loss or damage that you may incur which is not an obvious consequence of providing this competition, or where the failure is due to circumstances that are beyond our reasonable control, including but not limited to:

(i) any postponement or cancellation of a competition;

(ii) any inaccuracies of data submitted by you;

(iii) any incorrectly completed, lost, or delayed notices, acceptances, tickets or other documents or prizes related to a competition;

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

(v) any act or default by the winner or their guest resulting in the winner or their guest being unable to activate the prize (and/or any elements of it) which are beyond Utilita Home'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 prize draw, inaccessibility, unavailability or any kind of failure of the internet, any relevant website, mobile phone network, any software, any hardware or any combination thereof.

5. Data protection and publicity

5.1. We are committed to protecting and respecting your privacy and will only use your personal information in accordance with these General Terms and our privacy information notice. By entering this competition, you agree that any personal information provided by you with your entry may be held and used by us or our agents and suppliers to administer each competition.

5.2. For more information about your privacy and rights, please read our Privacy Information Notice - [click here to access it](#). If you have any questions or concerns in relation to this privacy information notice, you can contact our Data Protection Officer at DPO@utilita.co.uk or write to us at Utilita Home, Hutwood Court, Bournemouth Road, Chandlers Ford, Eastleigh SO53 3QB.

5.3. The details for any applicable third-party privacy notices will be set out in the applicable Promotion Terms.

6. General

6.1. We reserve the right to hold void, suspend, cancel, or amend any competition and/or any prize draw where it becomes necessary to do so with immediate effect and without liability to you.

6.2. We reserve the right to review and revise these General Terms at any time without giving prior notice, except that such changes shall not take effect during the course of a current and ongoing competition.

6.3. We reserve the right to correct any technical errors in the administration of each competition with immediate effect and without liability to you; for example, where a technical error results in account holder(s) being unfairly advantaged or disadvantaged.

6.4. In the event of fraud, abuse, and/or an error affecting the proper operation of a competition, including the allocation of more prizes than are available, Utilita Home reserves the right to declare a claim for a prize void without liability.

6.5. Utilita Home's decision is final. No correspondence will be entered into with any eligible participants or any other third party.

6.6. If any provision of the Terms is held invalid by any law, rule, order, or regulation of any government, or by 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.

6.7. These Terms shall be governed by the laws of England and Wales, and both you and we submit to the exclusive jurisdiction of the courts of England and Wales.