

## **Terms & Conditions – Love Energy Savings**

**These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials for the Love Energy Savings Promotion.** Claim instructions are deemed to form part of the Terms and Conditions. By participating, all claimants will be deemed to have accepted and be bound by the Terms and Conditions. Please retain a copy for your information.

**Promoter:** Love Energy Savings.com Limited, whose registered office address is Unit 2, Springfield Court, Bolton, BL3 2NT (Company number: 06322305)

**Administrator:** TLC Marketing Worldwide UK Limited, whose registered office address is 54 Baker Street, London, W1U 7BU (Company number: 8443661).

### **1. Relevant Promotional Periods:**

- a. **Renewal Period:** This is the promotional period, for when the promotion is available to Qualifying Customers for them to agree their 'first-time contract renewal' (in line with clause 3). Opens 00:01 GMT Thursday 2<sup>nd</sup> March 2023 and closes 23:59 GMT Saturday 1<sup>st</sup> April 2023.
- b. **Claim Period:** This refers to the 3 consecutive month period, where Qualifying Customers will be emailed by the Promoter each month a unique entry code and access to the promotional website [www.loveenergysavingsrewards.co.uk](http://www.loveenergysavingsrewards.co.uk). All unique codes (which can be used to obtain voucher codes for the Reward) will expire 3 months from receipt.
- c. **Reward Period:** Each Qualifying Customer will receive a maximum of 3 reward emails. Qualifying Customers' 1<sup>st</sup> month's reward will be emailed to them by the Promoter within 2 working days of their claim being validated (in line with clause 8). The 2<sup>nd</sup> month's rewards will be emailed by the Promoter to Qualifying Customers on 15<sup>th</sup> April 2023. The 3<sup>rd</sup> month's rewards will be emailed by the Promoter to Qualifying Customers on 15<sup>th</sup> May 2023.

2. **Eligibility:** This promotion is open to businesses located in the UK, with a business energy meter. Also, this promotion is only available for the first 900 Qualifying Customers that meet the Eligibility criteria, who have received direct marketing from the Promoter about this promotion during the Renewal Period. Specifically, email marketing campaign and/or a discussion with a sales agent during the Renewal Period which has targeted that customer as being potentially eligible for the promotion.

The customer who agrees the first-time contract renewal on behalf of the Qualifying Customer must be:

- 18 or over;
- a UK resident; and
- and have the authority to agree energy contracts on behalf of the business they represent.

The promotion is not open to employees, immediate families or agents of:

- the Promoter;
- the Promoter's subsidiaries; or
- other group companies.

The promotion also is not open to anyone professionally connected with this promotion.

To be eligible to claim, Qualifying Customers must have:

- registered their claim on the promotional website using their unique entry code [www.loveenergysavingsrewards.co.uk](http://www.loveenergysavingsrewards.co.uk) in line with 'How to Participate' below;
- a current valid email address; and
- appropriate internet access to allow them to register and claim the Promotion.

3. **Qualifying Customers:** The business must have agreed a new fixed term contract for their business energy via the Promoter within the Renewal Period. Also, the business's prior fixed term contract for the same meter must have been agreed via the Promoter. These requirements together are known as a 'first-time contract renewal'. The contract for the 'first time contract renewal' must have been submitted to the relevant supplier for processing, after passing the Promoter's internal quality checks within the Renewal Period. Qualifying Customers must also meet all Eligibility criteria set out above in clause 2. Eligibility criteria includes, but is not limited to, the promotion being limited to only the first 900 Qualifying Customers that have received direct marketing about the promotion.
4. The Promoter takes no responsibility for claims delayed, incomplete or lost due to technical reasons or otherwise.
5. Customers who make a claim on someone else's behalf may be disqualified, at the Promoter's discretion.
6. The promotion is restricted to one claim per meter for each Qualifying Customer.
7. **The Reward:** A valid promotion claim entitles the Qualifying Customer during the Reward Period to a total of:
  - 6 x voucher codes for standard Adult or Child Vue Cinema tickets (see clause 10); and
  - 6 x voucher codes for Caffè Nero hot drinks to the value of £3.50 (see clause 11).

During the Claim Period, Qualifying Customers will receive access to [www.loveenergysavingsrewards.co.uk](http://www.loveenergysavingsrewards.co.uk) and a unique entry code. Using this unique code, the Qualifying Customers can claim voucher codes for 2 x standard Adult or Child Vue Cinema tickets and 2 x Caffè Nero hot drinks to the value of £3.50. The total claim is for 12 rewards across the Reward Period.

8. **How to participate:**

- a. To participate, Qualifying Customers must renew their energy contract with the Promoter for the first time (see clause 3) within the Renewal Period. This promotion is only for the first 900 validated claims only from Qualifying Customers. For claims to be validated, the Promoter will check the customer meets the Qualifying Customer criteria in clause 3. Once a claim is validated by the Promoter, customers will be able to participate in the promotion. Following on from this, within 2 working days of validating a claim, the Promoter will email the Qualifying Customer a unique entry code and access to the promotional website [www.loveenergysavingsrewards.co.uk](http://www.loveenergysavingsrewards.co.uk) in line with the Reward Period.
  - b. Qualifying Customers must visit [www.loveenergysavingsrewards.co.uk](http://www.loveenergysavingsrewards.co.uk), enter their unique entry code and register their full name and email address.
  - c. Customer must provide the below information:
    - i. Full name
    - ii. Current valid email address
    - iii. Unique Entry code
  - d. During the Reward Period, customers will be able to claim their monthly Rewards (defined in clause 7) up to 3 months from email receipt.
9. No cash or other alternative Reward will be provided in whole or in part. Except, in the event of circumstances outside of its control, the Promoter reserves the right to substitute a similar Reward of equal or greater value. All single-entry vouchers are not:
- for re-sale; and
  - cannot be auctioned, exchanged or redeemed for cash.

The Reward cannot be used in conjunction with any other offers. Once customer inputs their unique code, the customer will receive instant access to their monthly rewards.

#### **10. Vue Cinema Voucher Code Terms and Conditions:**

- a. Voucher code can be exchanged for a single use 2D admission ticket only and the customer has 14 days validity to use it.
- b. Voucher code must be used either at the Box Office or <https://www.myvue.com/> (for online, you can select your film/time/seat and enter the code given by selecting 'Add a promo code').
- c. Voucher code cannot be used to make bookings over the phone.
- d. Voucher code can be used at any location and for any standard film release.
- e. Cannot be used in conjunction with any other offer.
- f. Full terms and conditions can be found [here](#)

#### **11. Caffe Nero Voucher Code Terms and Conditions:**

- a. Voucher code can only be used for hot drinks.
- b. This voucher code can be used in participating Caffe Nero stores as full or part payment of products, subject to the in-store technology.

- c. This voucher code cannot be redeemed for cash and no change will be given if the value of purchases is less than the value of this card.
  - d. This voucher code should be treated as cash.
  - e. This voucher code is valid for 1 calendar month.
  - f. Full terms and conditions see [here](#)
12. It is the responsibility of each Qualifying Customer to provide correct, up-to-date details when participating in the promotion and claiming their Reward. The Promoter cannot be held responsible for claimants failing to supply accurate information which affects claim of their reward.
13. The Promoter reserves the right to verify all claims (including but not limited to) asking for proof of purchase and ID (passport, driving licence or equivalent). The Promoter reserves the right to refuse the Reward or withdraw the Reward entitlement. Also, the Promoter reserves the right to refuse further participation in the promotion and disqualify the claimant where there are reasonable grounds to believe:
- a. there has been a breach of these Terms and Conditions;
  - b. there has been a breach of the spirit of the promotion;
  - c. there has been a breach of any instructions forming part of this promotion's claim requirements;
  - d. a participant has gained unfair advantage in participating; or
  - e. a participant has claimed using fraudulent means.
14. All claims must be made by the Qualifying Customers themselves. Claims (bulk or otherwise) made from trade, consumer groups, syndicates or third parties will not be accepted.
15. Claims will be disqualified and will not be counted, if they are made by:
- a. macros or other automated means (including systems which can be programmed to enter) and;
  - b. claims which do not satisfy the requirements of these Terms and Conditions in full.
16. If it becomes apparent that a claimant is using a computer(s) to circumvent this condition, their claims will be disqualified and any Rewards claimed will be void. Examples of such computer use are:
- a. the use of 'script';
  - b. 'brute force';
  - c. masking their identity by manipulating IP addresses;
  - d. using identities other than their own; or
  - e. any other automated means to increase the number of claims into the promotion.
17. The Promoter and Administrator reserve the right to investigate and undertake all such action, to protect themselves against fraudulent or invalid claims. In addition, the Promoter and the Administrator reserve the right to reject those

claims which they consider, in their absolute discretion, are fraudulent or invalid.

18. Any additional costs which may be incurred in this promotion in the context of participation (such as internet costs and other additional services that go beyond those described services for Reward fulfilment), are not included and must be paid by customers separately.
19. Your claim will be deemed invalid if (including but not limited to) you:
  - a. are not a Qualifying Customer;
  - b. do not meet the Eligibility criteria;
  - c. have not claimed your Reward using the unique entry code within the allotted deadline;
  - d. have not used your Reward voucher code within the allotted deadline following the conditions specified;
  - e. have failed in any way to otherwise comply with these Terms and Conditions, and corresponding activity as determined by the Promoter or the Administrator in their sole discretion;
  - f. have failed to fulfil any participation requirements of clause 8; or
  - g. are not within the first 900 contract renewals.
20. Insofar as permitted by law, neither the Promoter nor the Administrator (nor any of their associated companies), will be responsible or liable to compensate claimants or accept any liability. This is in relation to any personal loss, expense, or damage in connection with this promotion. This includes losses, expenses of damages due to accepting or using the Reward.
21. The exception to this, is any liability which cannot be excluded by law (including personal injury, death, and fraud. In which case, liability is limited to the minimum allowable by law.
22. Neither can they guarantee the quality and/or availability of the services offered when using the Reward and cannot be held liable for any resulting personal loss or damage. Your statutory rights are unaffected.
23. The Promoter reserves the right to cancel or amend the promotion. This can be at any stage, (but will always endeavour to minimise the effect to claimants to avoid undue disappointment). This may occur:
  - a. in the event of circumstances outside the reasonable control of the Promoter;
  - b. fraud;
  - c. abuse;
  - d. an error affects or could affect the proper operation of this promotion; and/or
  - e. an error affects or could affect the proper awarding of Rewards (only where circumstances make this unavoidable).
24. If an act, omission, event, or circumstance occurs which is beyond the reasonable control of the Promoter (which prevents the Promoter from

complying with these Terms and Conditions), the Promoter will not be liable for any failure to perform or delay in performing its obligation.

25. The Promoter has no control over internet or communication networks, and is not liable for any problems associated with them. For example, if issues occur due to traffic congestion, technical malfunction or otherwise. The Promoter will not be held liable to any individual for any fraud committed by any third party nor for any event beyond its control. Including (but not limited to) user error and any failures which may restrict, delay, or prevent a claimant's participation in the promotion arising from:
  - a. network;
  - b. computer;
  - c. hardware; or
  - d. software failures of any kind.
26. This promotion run by Love Energy Savings and administered by TLC Marketing Worldwide UK Limited. You can contact TLC [here](#).
27. The Promoter's decision is final regarding all promotional matters and no correspondence will be entered into.
28. If any of these clauses should be determined to be illegal, invalid, or otherwise unenforceable, then it shall be severed and deleted from these Terms and Conditions. Should this occur, the remaining clauses shall survive and remain in full force and effect.
29. The Promoter (Data Controller) and Administrator (Data Processor) take the privacy of individuals extremely seriously. The Promoter will use personal data (i.e., meter, customer full name, date of birth, address, bank details and contact details) to facilitate Qualifying Customers agreeing their business energy contract. The Promoter will also share personal data (i.e., customer full name and email address) with the Administrator, to allow them to administrate the promotion. The Administrator will only use the personal details supplied for the administration of the promotion and for no other purpose.
30. The Administrator is responsible for fulfilling the Reward. Any data captured in the fulfilment of the promotion by TLC Marketing will only be used for the validation of claims and for the fulfilment with your consent. It will not be used for marketing purposes. Your personal details will at all times be kept confidential. Data will be held in accordance with current Data Protection legislation and will be stored for up to 3 months from the end of the Reward Period, after which it will be deleted.
31. Click [here](#) for the Administrator's Privacy Policy and [here](#) for the Promoter's Privacy Policy. You can request access to your personal data, or have any

inaccuracies rectified, by sending an email to the details contained within the above respective Privacy Policies.

32. By participating in the promotion, you agree to the use of your personal data as described above.

33. These Terms and Conditions and any question concerning the legal interpretation of these Terms and Conditions will be governed by the laws of England. Any disputes must be referred to the English courts.