



## YES Energy Solutions 20-week energy challenge giveaway Terms and Conditions

### Short Terms and Conditions

UK (England, Wales, Scotland and Northern Ireland) 18+ only.

Promotional period 00:01 01/09/2023 – 23:59 30/11/2023. Tag yes.energysolutions on Instagram with a picture of your habit tracker in use, using the hashtag #20WeekEnergyChallenge. 1 prize available. While stocks last. Visit <https://www.yesenergysolutions.co.uk/terms-conditions/> for Full T&Cs. Promoter YES Energy Solutions.

### TERMS AND CONDITIONS

#### 1. THE PROMOTER

Yorkshire Energy Services CIC t/u YES Energy Solutions. Unit 1 Brookwoods Industrial Estate, Burrwood Way, Holywell Green, Halifax, HX4 9BH. Registered in England No. 07051060.

#### 2. ELIGIBILITY

The promotion is open to legal residents of the UK (England, Wales, Scotland and Northern Ireland) aged 18 years or over, except:

- (a) employees of the Promoter;
- (b) employees of agents or suppliers of the Promoter, who are professionally connected with the promotion or its administration; or
- (c) members of the immediate families or households of (a) and (b) above.

#### 3. THE PROMOTION

**3.1.** The title of the promotion is 20-week energy challenge giveaway

**3.2.** The promotional period will open 00:01 on 01/09/2023 (the '**Opening Date**') to 23:59 on 30/11/2023 (the '**Closing Date**') inclusive. All promotion entries received after the Closing Date are automatically disqualified.

**3.3.** To enter, the participant must tag YES Energy Solutions' sole Instagram account (yes.energysolutions) using the hashtag '**#20WeekEnergyChallenge**' with photographic proof of habit tracker use.

**3.4.** All products are while stocks last and are subject to availability.

**3.5. Qualifying Products** – YES Energy Solutions habit tracker.

#### **4. THE PRIZE**

**4.1.** The Prize consists of:

- a. 1 x 1 £50 Love2Shop e-gift card

**4.2.** There is 1 prize to be collected in total.

**4.3.** Unless otherwise stated, all expenses incurred by the Recipient in the general use and/or enjoyment of the Prize, including but not limited to food, drink, travel and accommodation, are the sole responsibility of the Recipient.

**4.4.** Prize is not transferable and there is no cash alternative.

**4.5.** The Promoter reserves the right to replace the Prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.

#### **5. RECIPIENT ACCEPTANCE & COLLECTION**

**5.1.** The Recipient will be individuals who possess a YES Energy Solutions habit tracker and will be picked at random by the Promoter. The Prize will be provided upon proof of participation and confirmation of eligibility.

**5.2.** The Prize is not transferrable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason the Prize is not available, the Promoter reserves the right to substitute another Prize for it, in its sole discretion, of equal or higher value.

**5.3.** The Promoter does not accept any responsibility in the end a Recipient is not able to take up their prize and reserves the right to offer the prize to the next eligible entrant who will be chosen at random and has entered the giveaway before the Closing Date.

#### **6. LIMITATION OF LIABILITY**

**6.1.** Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the Recipient 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. Your statutory rights are not affected.

#### **7. DATA PROTECTION**



- 7.1.** By entering the promotion, you agree that any personal information provided by you with the promotion entry may be held and used only by the Promoter or its agents and suppliers to administer this promotion.
- 7.2.** Promotion Recipient agree that the Promoter may use name, image and town or county of residence information to announce the Recipient of this promotion and for any other reasonable and related promotional purposes. Recipients further agree to participate in any reasonable publicity required by the Promoter.
- 7.3.** Entrants' personal data will be used and will be held in accordance with the Promoter's Privacy Policy, which is available here:  
<https://www.yesenergysolutions.co.uk/privacy/domestic-customers/>

## **8. GENERAL**

- 8.1.** By entering the Promotion, entrants confirm that they have read and agree to be bound by these Terms and Conditions and by the decisions of the Promoter.
- 8.2.** Instructions provided at the point of entry form part of the Terms and Conditions of this Promotion. In the event of a conflict, these terms and conditions take precedence.
- 8.3.** If the Promoter has any reason to believe that there has been a breach of these Terms and Conditions, or if it has any reason to believe that efforts have been made to distort the competitive process or spirit of the Promotion, the Promoter may, at its sole discretion, reserve the right to exclude any entrant from participating in the promotion.
- 8.4.** The Promoter reserves the right to hold, void, suspend, cancel, or amend the prize promotion where it becomes necessary to do so. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions (including but not limited to global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God), the Promoter will not be liable for any failure to perform or delay in performing its obligations.
- 8.5.** The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.
- 8.6.** The person from whose account the entry is sent from shall be deemed the entrant for the purposes of this Promotion. In the event that the same entry is submitted by two or more people, the first person to have uploaded the entry shall be deemed the entrant for the purposes of this Promotion. Verification of age, identity and address will be required before any prizes are awarded.
- 8.7.** It is the responsibility of the entrant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of the prize in order for their prize



to be processed. The Promoter cannot be held responsible for Recipients failing to supply accurate information which affects prize acceptance or delivery of their prize.

**8.8.** Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries or via third parties or syndicates, entries by macros or other automated means and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified.

**8.9.** The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.

**8.10.** If any clause or provision of these terms and conditions is declared by a court to be illegal, invalid or unenforceable, this declaration shall not affect the validity and enforceability of any other clause or provision within.

**8.11.** The terms and conditions of this Promotion, and any disputes arising therefrom, shall be subject to English law and the exclusive jurisdiction of the English Courts.