

Energia Greener Futures App Terms and Conditions

1. Background

- 1.1 'Greener Futures' by Energia (the "**App**") is operated and managed by Energia and is hosted by Mobile Adventures (the "**App Provider**"). The App is intended for use by families to provide engagement and learning for children (subject to the eligibility criteria set out at clause 3.1 below).
- 1.2 These General Terms and Conditions will govern the use of the App and You should read them carefully before downloading, installing, accessing or using the App. By downloading, installing, accessing or using the App You confirm Your acceptance of these General Terms and Conditions which takes effect on the date on which you download or install the App. If You do not agree with these General Terms and Conditions You should cease downloading, installing or using the App immediately.
- 1.3 These General Terms and Conditions are in addition to Energia's standard terms and conditions which govern Your existing agreement with us. If there is any conflict between these General Terms and Conditions and Energia's standard terms and conditions then Energia's standard terms and conditions shall prevail except in relation to limitation of liability which is set out in detail below.
- 1.4 Your attention is also drawn to the monthly poster spot prize draw terms and conditions set out in Appendix III of these General Terms and Conditions.

2. Information about Us and contact details

- 2.1 The following definitions apply to this Agreement:
 - 2.1.1 "**Agreement**" means the terms and conditions set out in this document.
 - 2.1.2 "**App**" means the 'Greener Futures' App as may be updated from time to time.
 - 2.1.3 "**App Provider**" means Mobile Adventures, a product owned by Wildgoose Events Limited.
 - 2.1.4 "**Energia**", "**We**", "**Us**" or "**Our**" means Energia Customer Solutions Limited, t/a Energia (company number 306035) having its registered office at The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H Ireland.
 - 2.1.5 "**General Terms and Conditions**" means these Greener Futures App Terms and Conditions.
 - 2.1.6 "**You**" or "**Your**" means the person downloading, installing, accessing and using the App from time to time.
- 2.2 You can contact Us by email addressed to marketing@energia.ie.

3 Eligibility

- 3.1 In order to download, install, access or use the App, You must:
 - 3.1.1 be aged 16 or over. If You are under 16 and wish to download, install, access or use the App, You must get consent from a parent or guardian before doing so. If You are a parent or guardian of a child under 16, You hereby consent to your child using the App;
 - 3.1.2 adhere to this Agreement;
 - 3.1.3 download the App via the App Provider; and

3.1.4 have an Android, iOS smartphone or device with an up to date operating system and browser. One will not be provided for You.

3.2 Use of the App may be withdrawn by Energia at its sole discretion at any time with or without notice.

3.3 Breach of this Agreement may result in the temporary or permanent withdrawal of Your right to use the App.

4 The App

4.1 You agree that We may update the App without notice and this may require You to install an updated version of the App from time to time. Any updates will be aimed at improving the performance and design but We will not be responsible if an update affects how the App works caused by Your own device not supporting the update.

4.2 We do not guarantee that the App or any content displayed on it will always be available or be uninterrupted. The App may be unavailable for maintenance, operational reasons or when upgrades are being carried out.

5 Data Protection

5.1 Protecting Our customers' personal data is important to us. Please see Our Privacy Statement set out in Appendix I of this Agreement for details of how We collect, use, store, share and protect Your personal data in compliance with Data Protection legislation. Please also refer to Our Cookie Policy set out at Appendix II of this Agreement to learn more about the cookies We use.

5.2 Notwithstanding the generality of clause 5.1 You have the right to request the erasure of Your personal data. You should let Us know if You require Us to erase Your personal data by contacting Our Data Protection Officer at Dataprotection@energigroup.com or in writing addressed to Data Protection Officer, Energia Group, Greenwood House, 64 Newforge Lane, Belfast BT9 5NF.

6 Disclaimers

6.1 Warranty Disclaimer

6.1.1 You acknowledge that the App is being provided "as is" and Energia expressly disclaims all warranties of any kind, express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement relating to the App to the extent permitted by law.

6.1.2 You are also responsible for ensuring that all persons who access the App through Your internet connection or device are aware of the terms and conditions contained in this Agreement, and other applicable terms and conditions, and that they comply with them.

6.2 Acknowledgement of App Limitations

Without limitation to the generality of clause 6.1.1, You acknowledge and agree that:

(a) the App may not operate properly, be in final form or fully functional;

(b) the App may contain errors, design flaws or other problems; and

(c) Energia has the right to unilaterally restrict access to, suspend or abandon the App at any time, on notice, without any obligation or liability to You.

6.3 No Warranty

Energia gives no warranty that App operation will be uninterrupted, reliable, accurate, available, error-free or free from unauthorised access.

6.4 Acknowledgement

You acknowledge and agree that:

- (a) installation, storage and maintenance of the App shall be at Your sole risk and responsibility;
- (b) You assume sole and complete responsibility for the installation, storage and maintenance of the App and waive any claim or demand against Energia in connection with it. Energia authorises the use of the App in reliance upon this waiver;
- (c) the provision and operation of the App is dependent upon third party providers, including the App Provider. Energia is not responsible for any act or omission or the availability or quality of any products or service provided by such third parties to the extent permitted by law;
- (d) the ways in which You use the App may be controlled by the rules and policies of the App Provider and the relevant App store; and
- (e) in no event will Energia be liable to You or any third party for damages of any kind arising out of the installation or use of or inability to use the App.

7 **Access to the App**

- 7.1 Although We make reasonable efforts to update information through the App, We are under no obligation to do so, and We make no representations, warranties or guarantees, whether express or implied, in relation to the content of the App being accurate, non-infringing, compatible, complete or up to date or that any transaction that may be conducted through the App as being secure.
- 7.2 We do not guarantee that the App will be secure or free from bugs or viruses. You are responsible for configuring Your own information technology to access the App. You should use Your own virus protection software.
- 7.3 If You download, stream or use the App on a device not owned by You, You must have the device owner's permission to do so. You will be responsible for complying with these terms and conditions whether or not You own the device.
- 7.4 Certain services within the App may make use of location data sent from Your devices. You can turn off this functionality at any time by turning off the location services settings Your device. If You use these services You consent to Us and Our affiliates, licensees, service providers and agents' transmission, collection, retention, maintenance processing and use of Your location data to provide and improve location-based products and services.

8 **Prohibited Uses**

- 8.1 You may only use the App for lawful purposes. You must not use the App in any way that breaches any applicable local, national or international law or regulation, in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect. You must not attack the App via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, You would commit a criminal offence. We reserve the right to report any such breach to the relevant law enforcement authorities and will co-operate with those authorities including by disclosing Your identity to them. In the event of such a breach Your right to use the App will cease immediately.
- 8.2 You also agree not to reproduce, duplicate, copy or re-sell any part of the App.

8.3 You also agree not to access without authority, interfere with, damage or disrupt any of the systems, equipment or networks used to provide the App.

9 Electronic Communication

9.1 Applicable laws require that some of the information or communications We send You should be in writing. When You use the App, send SMS messages or send emails to us, You are communicating with Us electronically. We may communicate with You through the App, SMS message, push notification or email. For contractual purposes You agree to this means of electronic communication and that all contracts, notices, information and other communications We provide to You electronically comply with any legal requirement that such communications be in writing. This does not affect Your statutory rights.

9.2 Where You communicate with Us electronically You must ensure that You comply with all applicable laws. Examples of applicable laws include laws relating to spam or unsolicited commercial email (“UCE”), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, gambling and child protection.

9.3 You should not provide Us with any sensitive data including information in relation to an individual’s medical health condition, race or ethnic origin, political opinions or philosophical beliefs.

9.4 In Your electronic communications with Us You must not:

9.4.1 be defamatory in relation to any person;

9.4.2 be obscene, offensive, hateful or inflammatory;

9.4.3 bully, insult intimidate or humiliate;

9.4.4 promote sexually explicit or violent material;

9.4.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation;

9.4.6 infringe the copyright, database right or trade mark of any other person;

9.4.7 be likely to deceive any person;

9.4.8 promote any illegal activity or be in contempt of court;

9.4.9 be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless activity;

9.4.10 impersonate any person, or misrepresent Your identity or affiliation with any person;

9.4.11 contain any advertising or promote any services or web links to other sites;

9.4.12 use non-permission based email or SMS lists;

9.4.13 use purchased or rented email or SMS lists;

9.4.14 use third party SMS, email addresses, domain names, or mail servers without proper permission;

9.4.15 send emails or SMS to non-specific addresses (e.g. webmaster@domain.com or info@domain.com);

9.4.16 send emails or SMS that result in an unacceptable number of spam or UCE complaints (even if the emails themselves are not actually spam or UCE);

- 9.4.17 where applicable fail to include a working “unsubscribe” link in each email or SMS that allows the recipient to remove themselves from Your mailing list;
 - 9.4.18 fail to comply with any request from a recipient to be removed from Your mailing list within 10 days of receipt of the request;
 - 9.4.19 disguise the origin or subject matter of any email or SMS or falsify or manipulate the originating SMS, email address, subject line, headers, or transmission path information for any email or SMS;
 - 9.4.20 fail to include in each email Your valid physical mailing address or a link to that information; or
 - 9.4.21 include junk mail, chain letters, pyramid schemes, incentives (e.g. coupons, discounts, awards, or other incentives) or other material in any email or SMS that encourages a recipient to forward the email or SMS to another recipient.
- 9.5 You acknowledge that email and SMS are an insecure medium that is generally not encrypted in transit and security of information transmitted through the Internet can never be guaranteed and, accordingly, We nor any of Our service providers are responsible for any corruption, interception or interruption of any communications through the internet or for changes to or loss of Your data in connection with this Agreement.
- 9.6 In Our electronic communications with You, We use service providers and You will defend, indemnify and hold Us and Our service providers harmless from and against all claims brought or threatened by a third party against Us or Our service providers relating to the restrictions in this clause or; any breach by You of Our or Our service providers intellectual property rights.
- 9.7 Breach of this clause 9 may result in the temporary or permanent withdrawal of Your right to use the App.

10 Intellectual Property Rights

- 10.1 We are the owner or licensee of all intellectual property rights in the App and the material published through it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 10.2 “Energía” and its logo are registered trademarks belonging to us. You are not permitted to use them without Our approval.

11 Posting content

- 11.1 You may have the opportunity to share images to social media via social sharing on the App (“**Content**”). When You post Content on any social media channels via the App, You agree that You will be granting Energía a perpetual, irrevocable, fully-paid up, royalty-free licence to use it. If You have any concerns about this, do not post any Content that You would not wish Us to use.
- 11.2 Any Content that is shared via social media through the App is the sole responsibility of the user sharing it and We make no representation nor take any responsibility for this Content. We accept no liability for any loss or damage caused by any reliance placed on such Content by You or anyone to whom You communicate such Content.
- 11.3 Please note that You are prohibited from sharing Content through the App that:
- (a) is racist, sexist, ageist, pornographic, blasphemous, obscene, insulting, vulgar or otherwise objectionable and that glorifies or belittles violence;
 - (b) has a detrimental effect on or endangers children in respect of their development or education or violates human rights or other protected legal interests;

- (c) is illegal or that could persuade others to commit illegal or immoral acts;
- (d) is defamatory or offensive;
- (e) contains threats or other forms of aggravation or harassment against Energia, the App Provider or other users of the App;
- (f) contains copied content to which You have no rights;
- (g) contains content that constitutes a security risk, for example, viruses, worms and time-locks;
- (h) contains links to websites with content that violates applicable law, poses a threat to children or is otherwise illegal; or
- (i) consists of or contains political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or similar form of communication.

11.4 In respect of any Content posted or shared, You warrant that:

- (a) You own or authorise all of the rights to the Content;
- (b) to the extent that such Content includes photographs or other media, You have obtained the consent of the subject of such photograph or other media (or in the case of persons under the age of 18 their parent or guardian);
- (c) use of the Content that will not cause injury to any person; and
- (d) the content is not defamatory.

11.5 We reserve the right to remove or edit any Content at any time without notice. We operate on a "notice and takedown" basis. If You believe that any Content on the App contains defamatory images or statements or is otherwise in breach of these terms and conditions, please notify Us via the email address at clause 2.2. We will use reasonable endeavours to remove any defamatory or other infringing Content complained about within a reasonable period of time.

12 General terms

12.1 Restrictions on Use

12.1.1 The App is to be used solely for personal use in accordance with this Agreement and must not be resold.

12.1.2 You must not:

12.1.2.1 repair, modify, alter or improve the App; or

12.1.2.2 reverse engineer, decompile, adapt or alter the object code used to provide the App.

12.2 Assignment

12.2.1 You shall not assign any of Your rights or obligations under this Agreement without the prior consent of Energia.

12.2.2 Energia may at any time assign any of its rights and obligations relating to the App or this Agreement to a third party.

12.3 Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be removed and the remainder of this Agreement shall continue to apply as if that provision were not included.

12.4 Governing Law

This Agreement will be governed by and construed in accordance with the laws of Ireland whose courts shall have exclusive jurisdiction.

12.5 Liability for Loss or Damage

12.5.1 We will not be responsible for:

12.5.1.1 misuse of the App by You;

12.5.1.2 any costs, loss or damage that You suffer as a result of not using the App in accordance with instructions or by problems caused by Your smartphone or tablet or connectivity (Bluetooth, mobile or wi-fi);

12.5.1.3 any costs, loss or damage that You experience by unauthorised use of your account, for example if your smartphone or login details are lost or stolen. We advise You to keep your login details secret and to use PIN protection on your smartphone or device to prevent unauthorised use of your device;

12.5.1.4 any costs, loss or damage You experience as a result of You, or anyone else, tampering with, decompiling or reverse-engineering the App; or

12.5.1.5 loss of data or for any indirect, consequential or unforeseeable loss howsoever arising suffered in connection with the use of the App.

12.5.2 We do not exclude or limit Our liability where it would be unlawful to do so. This includes liability for:

12.5.2.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; and

12.5.2.2 fraud or fraudulent misrepresentation;

12.5.3 Our liability to You shall be limited to £1,000 for any incident or series of related incidents.

12.5.4 If defective digital content which We have supplied, via the App, damages any of your devices or digital content, We will not be liable for damage which You could have avoided by following Our advice to apply an App update offered to You, or could have been avoided by updating Your device to the latest version of its operating system, or for damage which was caused by You failing to correctly follow installation instructions, or to have in place any advised minimum system requirements or Your own antivirus software. Any damage that is caused to Your device or digital content and which is directly attributable to a breach of Our obligations under these terms and conditions, shall be subject to Your liability cap as set at clause 12.5.3.

12.5.5 You agree to indemnify Us and Our affiliates, officers, agents and employees against all liabilities, claims and expenses and hold Us harmless for all claims brought by any third party arising out of or in connection with a breach of these Terms and Conditions by You.

12.6 Delay

If We delay in taking any steps against You in respect of any breach of these terms and conditions, that will not prevent Us from taking steps against You at a later date.

12.7 Third Parties

Nobody other than You can benefit from this Agreement.

13 Entire Agreement

13.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, communications and understandings (both oral and written) regarding such subject matter.

13.2 This Agreement may be modified by Us providing not less than 7 days' written notice of any amendment to You (such notice may be by way of email or an appropriate alert in the App or other electronic communication as described in clause 9), otherwise this Agreement may only be modified or any rights under it waived, in writing and signed by the parties.

APPENDIX I

ENERGIA GREENER FUTURES APP PRIVACY STATEMENT

1. Introduction

Protecting Our customers' personal data is important to Energia. This Privacy Statement sets out how We collect, use, store, share and protect Your personal data in compliance with Data Protection legislation.

1.1 Company Information

Energia is part of the Energia Group, the leading independent energy company in the all-Ireland market. Energia is the trading name of Energia Customer Solutions Limited, a company registered in Ireland with company number 306035 and having its registered office at The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H. Further information can be found at <https://www.energia.ie/home> or <https://www.energiagroup.com/>.

1.2 Contact Us

If You have questions as to the manner in which Your personal data is being handled or if You require any further information You can contact the Data Protection Officer using the details below by writing to the Data Protection Officer, The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H or emailing Dataprotection@energia.ie. For further information on how Energia manages Your personal data, please refer to the following: [Energia Privacy Statement](#).

1.3 Protecting your Information

We are committed to protecting Your personal data and to implementing appropriate technical and organisational security measures to protect it against any unauthorised or unlawful processing and against any accidental loss, destruction, or damage.

2. Data We Collect

In order to provide all features of the Energia Greener Futures App via third party provider, 'Mobile Adventures', We need to collect some personal data. We obtain this data when You sign up for the App, through completion of select tasks, some of which are optional. You have the option to not share any personal data if You wish. If You choose to share on social media any images created in playing the Energia Greener Futures game, this information is public and shared with the respective third-party social platform (Facebook, Instagram or Twitter). These personal data categories include: Team name, name, email address and We may also collect IP/MAC address.

When You join a game the App Provider may collect the following data: device used, device operating system, distance travelled during the game, starting battery life of the device, which tasks Your team unlocked during the game, percentage of tasks that You completed correctly, location throughout the game and answers to challenges which includes text responses, photos and videos.

3. How We use Your Information

Upon starting the game, the user is asked to give a team name for their profile. This team name will only be visible to the user playing the game. We will use Your personal data such as Your name and email for the purpose of capturing feedback on Your experience of the game after the game is completed. You can also enter competitions by entering your name and email. This is also optional and only available when We decide to run a competition. This user is not obliged to share any data or information. We also use Your available data to enable users to enter competitions via social sharing.

This processing will be undertaken only as necessary for getting the most enjoyment from the Energia Greener Futures game.

4. Sharing your Information

We may share your personal data within Energia and the Energia Group and with other parties such as the device and App Provider.

5. Retention of Your Information

We will retain Your personal data only for as long as is necessary for the purposes for which it was collected and in order to meet the legal and business requirements of managing Your account and experience with Us. In particular:

- We will retain personal data that is necessary for Us to provide You with the product and service that You have requested; and
- We will retain other personal data necessary for Us to do so to comply with Our regulatory and legal requirements.

6. Your rights

The General Data Protection Regulation provides You with a number of rights under the legislation as a data subject. We will respond to Your requests within one month of the receipt of Your request or inform You in circumstances where an extension may be required.

6.1 Right of access. You have the right to be provided with details of the processing of Your personal data and to obtain a copy of the personal data We hold about You, subject to applicable exemptions under data protection legislation. In order to make an access request please email Dataprotection@energia.ie or write to the Data Protection Officer, The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H.

6.2 Right to rectification. If the personal data We hold on you is inaccurate or incomplete You have the right to rectify such personal data and We would encourage You to ensure the personal data We hold on You is kept as up to date and accurate as possible.

6.3 Right to erasure. In certain circumstances You have the right to request the deletion of Your personal data where there is no compelling reason for Us to continue processing it.

6.4 Right to restrict processing. In certain circumstances You can request the restriction of the processing of Your personal data where you contest the accuracy of the information; where You object to processing which is based on legitimate interests; where the processing is unlawful and You wish to restrict the processing rather than seek erasure; or where We no longer require to retain Your personal data but You wish the personal data to be held while You establish, exercise or defend a legal claim.

6.5 Right to data portability. In circumstances where the personal data You have provided to Us in a structured, commonly used and machine-readable format is based on Your consent or for the performance of the Agreement and where the processing is carried out by automated means You have the right to request that such personal data be provided to You or transmitted directly to another organisation.

6.6 Right to withdraw consent. If We are processing Your personal data on the legal basis of consent You have the right to withdraw Your consent at any time. If You withdraw Your consent We will no longer be

able to carry out processing based on Your consent. However, by withdrawing Your consent it does not invalidate any processing which was undertaken prior to the withdrawal of Your consent.

6.7 Right to object to processing. You have the right to object to processing based on legitimate interests and to direct marketing (including profiling for the purpose of direct marketing).

Where We have indicated that We are processing Your personal data based on legitimate interest You are entitled to object to such processing on grounds relating to your particular situation. We will stop processing your personal data unless We can demonstrate compelling legitimate grounds for the processing which overrides Your interests, rights and freedoms or where the processing is necessary for the establishment, exercise or defence of legal claims. If You wish to object to receiving direct-marketing please use the provided opt-outs or contact Us to do so.

6.8 Automated decision-making including profiling. You have the right not to be subject to automated individual decision making, including profiling, which produce legal effects concerning You or similarly significantly affects You unless it is necessary for the entry into or performance of a contract, authorised by EU or member state law; or based on Your explicit consent.

6.9 Right to lodge a complaint. You have the right to lodge a complaint with the Data Protection Commission: Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28 or contacting them via their website at <https://www.dataprotection.ie/>.

APPENDIX II

ENERGIA GREENER FUTURES GAME COOKIE POLICY

1. Introduction

The **Energia Greener Futures Game Cookie Policy** applies to any user of the Energia Greener Futures Game. It explains what cookies are, how We collect data from You, how We use that information and how You can control Your cookies.

2. What are cookies and why do We use them?

Like many companies, We use ‘cookie’ technology. Cookies are small pieces of text which are stored on Your computer or other devices by Your web browser. Each cookie will contain anonymous information will allows them to recognise repeat users and facilitate access to and use of the App. Using cookies on Our App allows Us to understand how You use the App, so We can improve your experience through layout, navigation and content.

3. Cookies We use

The cookies We use are “analytical” cookies. They allow Us to recognise and count the number of visitors and to see how visitors move around the App when they are using it. This helps Us to improve the way Our App works, for example, by ensuring that users are finding what they are looking for easily. You can find more information about the individual cookie We use and the purposes for which We use it in the table below:

Cookie	Purpose
Google Analytics	These cookies are used to collect information about how visitors use Our App. We use the information to compile reports and to help Us improve the App. The cookies collect information in an anonymous form, including the number of visitors to the App, where visitors have navigated to the App from and the pages they visited.

4. Controlling cookies

To turn off analytic cookies, You can do so within the settings of Your device:

- **iOS device:** Open the Settings App, tap privacy, turn off switch next to share iPhone Analytics.
- **Android device:** Open Settings, navigate to Google Settings, select Ads, choose ‘opt out of Ads personalisation’.

APPENDIX III**MONTHLY POSTER SPOT PRIZE DRAW TERMS & CONDITIONS**

1. These terms and conditions are in addition to the General Terms & Conditions.
2. The poster activity is open to all App users.
3. To be eligible for entry into the monthly draw to win a prize for Your child:
 - (a) a picture of Your poster creation must be shared on at least one of three social channels – Instagram, Facebook or Twitter; and
 - (b) the poster creation must be shared on social media with the hashtags #PositiveEnergy #GreenerFutures. This will notify Energia and We will be able to view Your poster and enter it into the draw; and
 - (c) Your profile must be public where possible so We can view the photos of Your poster; and
 - (d) the poster creation You are entering into the monthly draw via social sharing must be the child's authentic original work.
4. The closing date for each monthly prize draw is midnight on the last day of every month.
5. The draw will take place in the first week of every month and the winner will be contacted via direct mail on the respective social channel.
6. All participants and winners of the monthly poster activity must give Energia permission to share their creations on Energia's social channels, websites and in customer communications.
7. Prizes are subject to availability.
8. The prize promoter reserves the right to substitute a prize of equivalent or greater value if this is necessary for reasons beyond its control.
9. The winner will be the first entry drawn at random within 1 week of the competition closing.
10. The prize promoter reserves the right to re-draw the prizes if the prize-winner cannot be contacted within a reasonable period of time (to be established at the promoter's sole discretion).
11. Winners will be notified by email within 2 weeks of the draw taking place.
12. No cash alternative will be offered for the prize.
13. By entering the competition, the winner agrees to a 'Winners Photograph' and allows the free use of their names, photographs and general locations for publicity and news purposes during this and future promotions by Energia or any associated or subsidiary company of Energia