

## **SUMMARY TERMS & CONDITIONS**

18+ GB (England, Wales and Scotland) only. Promo Period 09:00 27<sup>th</sup> September to 23:59 24<sup>th</sup> October 2023 or until Halloween kits have been distributed, whichever is first. Claimants must have a mobile phone to participate in this promotion. To enter promotion text PARTY with your name and address including postcode to 66777 during the promotional period. Kit includes tote bag, balloons, napkins, straws, leaflet and colour in face masks. Max 1 kit per person. Max 1 kit per household. 300 kits in total to be claimed. Standard network rates apply. Please seek bill payer's permission. Exclusions apply. Full T&Cs and participating products: <https://www.britvic.com/terms-and-conditions/> Promoter: Britvic Soft Drinks Ltd. Selected stores. Subject to availability.

## **TERMS & CONDITIONS**

### **1. INTRODUCTION**

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Claim instructions are deemed to form part of the Terms and Conditions and 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.

### **2. THE PROMOTER**

Britvic Soft Drinks Ltd, Breakspear Park, Breakspear Way, Hemel Hempstead, Herts, HP2 4TZ. Registered in England No. 517211.

### **3. DATA CONTROLLER**

Britvic Soft Drinks Ltd, Breakspear Park, Breakspear Way, Hemel Hempstead, Herts, HP2 4TZ. Registered in England No. 517211.

### **4. ELIGIBILITY**

4.1 The promotion is open to residents of Great Britain (England, Wales, Scotland) aged 18 years or over only, except:

(a) employees of the Promoter or its holding or subsidiary companies;

(b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the promotion or its administration; or

(c) members of the immediate families or households of (a) and (b) above.

### **5. THE PROMOTION**

5.1. The title of the promotion is 'Tesco Halloween Kits'

5.2. The promotional period will open at 09:00 on 27<sup>th</sup> September 2023 (the "Opening Date") to 23:59 on 24<sup>th</sup> October 2023 (the "Closing Date") inclusive or when 300 kits are claimed, whichever is first. All claims received after the Closing Date or when all kits have been claimed are automatically disqualified.

- 5.3. To participate in the promotion, then text PARTY to 66777 with your name and full address including your postcode during the promotional period.
- 5.4. Maximum of one (1) Halloween kit per person, during the Promotional Period. Maximum of one (1) kit per household. The person from whose mobile phone number the claim is sent from shall be deemed the claimant for the purposes of this Promotion. (Please seek bill payer's permission before entering). Anyone claiming more than once using multiple handsets, multiple identities or computerised or automated systems will be disqualified from the Promotion.

All products are whilst stocks last and are subject to availability.

- 5.5. Claimants must have a mobile phone to claim in this promotion. Text messages will be charged at your standard network rate (they may not be included within any free text package). Please check with the bill payer before sending a text claim. Claimants are advised to take care when submitting a claim; the Promoter is not responsible for mistypes and incorrect texts may still be charged. Only correctly submitted claims will be accepted. For the avoidance of doubt, text claims featuring spelling mistakes will be disqualified. Capital or lowercase letters will both be accepted. Claims received after the Closing Date will be disqualified but may still be charged. Claimants who do not enter correct details or those who make a claim on someone else's behalf will be disqualified, at the Promoter's discretion.
- 5.6. Proof of sending will not be accepted as proof of delivery or receipt of claim. Incomplete, illegible, misdirected, or invalid claims will not be accepted. The Promoter takes no responsibility for claims delayed or lost due to technical reasons or otherwise.

## 6. THE HALLOWEEN KIT

- 6.1. There are 300 Halloween kits to be claimed. Each kit includes tote bag, balloons, napkins, straws, leaflet and colour in face masks.

- 6.2. The Halloween kits are supplied by the Promoter and administered through its agent/s

6.2.1. Savvy Marketing, 15-17 High Ct Ln, Leeds LS2 7EU

6.2.2. Active Consultancy, Active House, 51 Wolsey Rd, Esher KT10 8NT

- 6.3. The Halloween kits are non-transferable, non-refundable and cannot be ex-changed for any cash alternatives in whole or in part.
- 6.4. The Promoter reserves the right to replace the Halloween kit, or part of the kit, with an alternative item of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.

## 7. CLAIMANT SELECTION & NOTIFICATION

- 7.1. The first 300 claimants who text PARTY to 66777 with their name and full address including postcode will be sent a Halloween kit. Each successful claimant will be notified instantly via text message and will then be sent a message within 7 working days of receiving the successful claim text message confirming a Halloween kit will be delivered to them.

- 7.2. If your text message doesn't include your name and full address including postcode we will move to the next claimant and your claim will be disqualified.

## 8. KIT DELIVERY

- 8.1. Please allow 7 working days from receipt of message confirming you will be sent a Halloween kit for your kit to be delivered. All kits will be delivered via 2<sup>nd</sup> class post to GB addresses only.
- 8.2. If delivery will be delayed due to the Covid-19 pandemic and resulting Government restrictions all claimants affected will be immediately contacted by the Promoter and kept updated of any unavoidable changes and revised delivery dates.
- 8.3. If any kits are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the kit with no liability.

## 9. LIMITATION OF LIABILITY

- 9.1. Insofar as is permitted by law, the Promoter, its agents, or distributors will not in any circumstances be responsible or liable to compensate a claimant or accept any liability for any loss, damage, personal injury, or death occurring as a result of using their kit 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.

## 10. DATA PROTECTION

- 10.1. By participating in the Promotion, claimants confirm that they have read and agree to be bound by these Terms and Conditions and by the decisions of the Promoter.
- 10.2. Instructions provided at the point of claim form part of the Terms and Conditions of this Promotion. In the event of a conflict, these terms and conditions take precedence.
- 10.3. By participating in the promotion, you agree that any personal information provided by you with the claim may be held and used only by the Promoter or its agents and suppliers to administer this promotion.
- 10.4. The Promoter will only use the personal details supplied for the administration of the promotion and for no other purpose unless we have your consent. Claimants' personal data will be used and will be held in accordance with current Data Protection legislation and the Promoter's Privacy Policy, which is available here: <https://www.britvic.com/privacy-policy/>. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to [britvictteam@getsavvy.com](mailto:britvictteam@getsavvy.com). By participating in the Promotion, you agree to the use of your personal data as described here. All personal data will be deleted on 24<sup>th</sup> January 2024.

## 11. GENERAL

- 11.1. The Promoter reserves the right to verify all claims including but not limited to asking for proof of purchase, address, and ID (passport, driving licence or equivalent). 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 or otherwise where a participant has gained unfair advantage in participating or claimed using

fraudulent means, the Promoter may, at its sole discretion, reserve the right to exclude any claimant from participating in the promotion.

- 11.2. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion cancel, modify or suspend the promotion or invalidate any affected claims. 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.
- 11.3. It is the responsibility of the claimant to provide their correct, up-to-date details when participating. The Promoter cannot be held responsible for claimants failing to supply accurate information which affects delivery of their kit.
- 11.4. The Promoter has no control over internet or communication networks and is not liable for any problems associated with them 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 network, computer, hardware, or software failures of any kind which may restrict, delay, or prevent participation in the Promotion.
- 11.5. Claims (bulk or otherwise) made from trade, consumer groups, syndicates or third parties will not be accepted. Claims by macros or other automated means and claims which do not satisfy the requirements of these Terms and Conditions in full will be disqualified. If it becomes apparent that a participant is using a computer(s) or multiple aliases to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means to increase that participant's claims into the promotion in a way that is not consistent with the spirit of the promotion, that person's claims will be disqualified.
- 11.6. The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- 11.7. 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.
- 11.8. The Terms of this promotion, and any disputes arising therefrom, shall be subject to English law and the exclusive jurisdiction of the English and Welsh Courts unless you live in Scotland in which case your local courts will have jurisdiction.