

Social Media Terms and Conditions

Short Terms and Conditions for social:

Republic of Ireland and Northern Ireland, 18+ only. Promotional Period 9am 17/08/2023 – 1:30 pm 29/08/2023. No purchase necessary. Internet access and Instagram account required. To enter, log into your Instagram account (or create one for free) then follow Ballygowan's Instagram page and comment under the post (your Instagram profile must be public). The prize is a 250 euro voucher for Gym plus Coffee. Visit <https://www.britvic.com/terms-and-conditions/> for Full Terms & prize details. Promoter: Britvic Ireland Limited

Full Terms and Conditions

1. This Promotion is only open to legal residents of the Republic of Ireland or Northern Ireland and aged 18+, 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.
2. The title of the promotion is Ballygowan Water and Gym + Coffee Competition
3. No purchase necessary, however internet access and a valid Instagram account is required.
4. **Promotional Period:** 9am 17/08/2023 (the "Opening Date") to 1:30pm 29/08/2023 (the "Closing Date") inclusive. All promotion entries received after the Closing Date are automatically disqualified.
5. **To Enter:** To enter, log into your Instagram account (or create one for free), follow Ballygowan's Instagram page and post a comment under the post. To be eligible on Instagram your profile must be public (i.e. "Private account" must be turned off in the Privacy settings).
6. Multiple entries are permitted during the Promotion Period, but you may only win a maximum of 1 Prize across the Promotion Period.
7. **The Prize:** There is one winner in total. The Prize consists of one Gym Plus Coffee voucher worth 250 euro. There is only 1 prize to be won in total **Further Prize Details and Conditions:** Voucher Valid 5 years. All gift cards will be emailed directly to the email address winner provides and can be redeemed for any Gym+Coffee products! Refunds on orders using gift cards will automatically be returned to the gift card used. In the case of a split payment, between gift card and bank card, the refund will first go to the gift card and any remaining amount will then go to the bank card used. Gym + Coffee are unable to change the card the refund is issued to Visit <https://gympluscoffee.com/products/gym-coffee-gift-card> for Terms and Conditions
6. **Winner Selection:** The winner will be drawn under independent supervision at random from all valid entries received on 29th August 2023 (the "Draw Date").
7. Proof of sending will not be accepted as proof of delivery or receipt of entry. Incomplete, illegal, misdirected or late entries will not be accepted.

8. **Winner Notification:** Winners will be notified via the Instagram account used to enter the promotion on the same day of the draw date, Tuesday 29th of August, by direct message. Winners have until Friday 4pm 1st of September to confirm acceptance of their Prize.
9. The Promoter does not accept any responsibility in the event a winner is not able to take up their prize and reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.
10. The Prize is not transferable 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.
11. **Prize Delivery:**
 - 14.1 Please allow 40 days from valid acceptance for delivery of the Prize. Prize will be emailed to email address provided by the winner
 - 14.2 If any Prizes are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the prize entitlement with no liability.
12. **Moderation:** The Promoter will reject entries which, in the reasonable opinion of the Promoter:
 - a. contain any content that is likely to be considered offensive by the Promoter or could reflect negatively the name, reputation, or goodwill of the Promoter or any brand partner;
 - b. include trademarks, logos, or copyrighted material not owned by you or used without the right holder's prior written permission (including famous names, company names, etc.);
 - c. defames, misrepresents, or insult other people or companies, including, but not limited to the Promoter (including its partners);
 - d. promotes any political agenda.
13. This Promotion is in no way sponsored, endorsed, or administered by, or associated with Instagram. You understand that you are providing information to the Promoter and not to Facebook or Instagram. By entering the promotion all participants agree to a complete liability release for Facebook or Instagram. All entries will be subject Instagram's terms of use which can be found at www.instagram.com.
14. All entries must be made directly by the person entering the Promotion. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted.
15. The person from whose account the entry is sent from shall be deemed the entrant for the purposes of this Promotion. Verification of age, identity and address may be required before any prizes are awarded.
16. 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 winners failing to supply accurate information which affects prize acceptance or delivery of their prize.

17. The Promoter may refuse to award a Prize, or seek its recovery, in the event of an entrant's fraud, dishonesty or non-entitlement under these Terms and Conditions.
18. 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 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, terminate, modify or suspend the Promotion, or invalidate any affected entries.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the Prize, except for any liability which cannot be excluded by law. **Your statutory rights are not affected.**
20. If an 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 the Promoter will not be liable for any failure to perform or delay in performing its obligations.
21. Save as set out in clause 25 below, your personal data will be used solely for the purposes of this Promotion by the Promoter and/or by any agent appointed by it to assist with running the Promotion on behalf of the Promoter and will not be disclosed to a third party for any other purpose. Your personal data will be handled in accordance with all relevant data protection legislation currently in force and with the Promoter's privacy policy, available at: <http://www.britvic.com/site-services/privacy>.
22. The Promoter will make available the winner's surname and county to members of the public or regulators who request such details within 3 months of the Closing Date of this Promotion. Entrants can object to disclosure, or request that disclosure be limited in scope by emailing Britvic Ireland. We may nevertheless disclose the information to the Advertising Standards Authority if required to do so. You may request a copy of the winner's surname by writing a letter to Britvic Ireland. We reserve the right to refuse any or all such requests.
23. By entering this Promotion, you agree to be bound by these Terms and Conditions. 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.
24. 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.
25. 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 obligation

26. The promoter reserves the right to, at its sole discretion, disqualify any social media entries containing:
- d. content deemed to be wholly inappropriate, discriminatory or illegal, including but not limited to obscene, indecent, defamatory, malicious, racist, sexist, homophobic, harassing, threatening and/or offensive, inclusive of nudity and/or pornography, sexual, violent and fraudulent in nature.
 - e. any activity or behaviour which causes, encourages or promotes danger or a threat to the health and safety of the entrant and/or others.
 - f. any activity or behaviour which promotes or advertises goods and/or services, including competitor products, for any form of remuneration.
 - g. any attempt to impersonate another person or include persons who have not given permission to feature in the entry.
 - h. prominent featuring of any trademark or copyright material not owned or licenced by the promoter or any third party connected to the promoter for the purposes of the promotion.
27. **The** decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.
28. These Terms and Conditions are governed by Irish law and shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

Promoter: Britvic Ireland, Kylemore Park West, Dublin 10. Do not send any entries to this address.