

## **Big Fruit Hunt TERMS & CONDITIONS**

### **Short Form used on pack & KV:**

18+ GB only. NO PURCHASE NECESSARY. Open 05.06.23 – 04.09.23. 2,125 prizes available (incl. drink bottles or outdoor game pack). First 5,000 non-winners may receive a money-off Robinsons voucher. Internet access & mobile phone required. Max 1 prize per household. To play, scan QR code or visit site & enter requested details. Prizes must be claimed within 2 hours from initial winner notification. (Parent/guardian to enter for child (4-17 yrs)). Full T&Cs: [www.thebigfruithunt.co.uk/terms](http://www.thebigfruithunt.co.uk/terms)

### **ASDA Short Form:**

18+ GB only. NO PURCHASE NECESSARY. Open 18.07.23 – 07.08.23. 20 prizes available including 10 x Go Ape Tree Tops family tickets, 5 x Theme Park family tickets, 5 x UK Day Out family tickets. Each family ticket consists of 2 adults and 2 children. Entrants must have a mobile phone to enter this promotion. Max 10 entries per person/mobile. Max 1 prize per household. To enter prize draw, text HUNT to 66777 during the promotional period. Standard network rates apply. Please seek bill payer's permission. Prizes must be claimed in 7 working days from initial winner notification. Draw date 16.08.23. Exclusions apply. Full T&Cs and further prize detail: [www.thebigfruithunt.co.uk/terms](http://www.thebigfruithunt.co.uk/terms)

## **Appendix**

### **THE BIG FRUIT HUNT PRIZE DRAW TERMS AND CONDITIONS**

1. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of the Terms and Conditions and by participating, all entrants 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. ELIGIBILITY**

3.1. The Promotion is open to residents of Great Britain (England, Wales and 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.

Notwithstanding the above, employees of the Promoter are permitted to 'play for fun' in the main game but are not eligible to win prizes/rewards.

3.2. **If you are younger than 18, you must get consent from your parent or guardian to sign up to these Terms of Use on your behalf and supervise your use of the Game.**

### **4. DEFINITIONS**

In these Terms and Conditions, these terms shall have the following meanings:

**ASDA Promotion:** means the overlay promotion to the Robinsons Promotion, open to ASDA customers, called ASDA: Family Adventure Experiences.

**ASDA Promotional Period:** means the period the ASDA Promotion opens from 08:00 BST on the 18<sup>th</sup> July 2023 to 23:59 BST on the 7<sup>th</sup> August 2023 inclusive.

**Prize Administrator:** means any of the following:

- Savvy Marketing, 15-17 High Ct Ln, Leeds LS2 7EU
- Active Consultancy, Active House, 51 Wolsey Rd, Esher KT10 8NT
- Savi, Weldon House, Corby Gate Business Park, Priors Haw Road, Corby NN17 5JG
- Digital Rewards Group Limited t/a Kids Pass, Charter House, Woodlands Road Altrincham, WA14 1HF

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

**Promotion:** means the Robinsons Promotion, and the ASDA Promotion.

**Promotional Packs:** mean:

- Robinsons Apple & Blackcurrant Squash No Added Sugar 1L
- Robinsons Orange Squash No Added Sugar 1L
- Robinsons Summer Fruits Squash No Added Sugar 1L
- Robinsons Double Concentrate Apple & Blackcurrant Squash No Added Sugar 1L
- Robinsons Double Concentrate Orange Squash No Added Sugar 1L
- Robinsons Double Concentrate Blackcurrant No Added Sugar 1L
- Robinsons Double Concentrate Apple & Blackcurrant Squash No Added Sugar 1.75L
- Robinsons Double Concentrate Orange Squash No Added Sugar 1.75L
- Robinsons Double Concentrate Orange & Pineapple Squash No Added Sugar 1.75L
- Robinsons Double Concentrate Summer Fruits No Added Sugar 1.75L

**Promotional Periods:** means the Robinsons Promotional Period, and the ASDA Promotional Period.

**Robinsons Promotion:** means the national on-pack promotion The Robinsons Big Fruit Hunt, run by the Promoter.

**Robinsons Promotional Period:** means the period the Robinsons Promotion opens from 08.00 BST on the [5th June 2023] to 23:59 BST on the [4th September 2023] inclusive.

## 5. THE PROMOTIONS

- 5.1. The title of the main national Robinsons Promotion is The Robinsons Big Fruit Hunt. This is the main campaign run by the Promoter and described on the Promotional Products.
- 5.2. There are also 2 retailer overlays running concurrently with the Robinsons Promotion:
  - 5.2.1. Tesco Promotion: [Find Virtual Fruit & Claim Rewards]
  - 5.2.2. ASDA Promotion: [Family Adventure Experiences]
- 5.3. The Robinsons Promotion will run for the Robinsons Promotional Period.
- 5.4. The Tesco Promotion will run for the Tesco Promotional Period.
- 5.5. The ASDA Promotion will run for the ASDA Promotional Period.
- 5.6. All entries received after the closing date of each respective Promotional Period are automatically disqualified in respect of that specific Promotion.

- 5.7. For the avoidance of doubt, an entrant will not be entered into another one of the Promotions unless they specifically enter that Promotion within the relevant Promotional Period by complying with these Terms and Conditions.
- 5.8. Parent/grandparent/guardian only to enter on behalf of child/children aged 4-17 years.
- 5.9. No purchase is necessary to enter the main promotion.
- 5.10. In respect of the Robinson Promotions, there is no limit on the number of entries per person, per phone number. In respect of the ASDA Promotion, there is a maximum of 10 entries per person, per phone number. There is a limit as to how many times an entrant can win a prize under each Promotion. Please see terms 6.7, and 7.4 below for limits on the amount of times an entrant may win in each Promotion.
- 5.11. Entrants must have internet access to enter these Promotions and a mobile phone (running app compatible software).
- 5.12. Proof of sending will not be accepted as proof of delivery or receipt of entry. Incomplete, illegal, illegible, misdirected or late entries will not be accepted. The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.
- 5.13. Entrants who do not give correct details or those who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion.

## **6. THE ROBINSONS PROMOTION ENTRY AND PRIZES**

- 6.1. *Promotional period:* The Robinsons Promotional Period will open 08.00 BST on the 5th June 2023 to 23:59 BST on the 4th September 2023 inclusive.
- 6.2. *Entry mechanics:* To enter the Robinsons Promotion, scan the QR code on the back of promotional packs, or the QR code you see out and about on retailer POS / comms, on your mobile phone to visit [www.thebigfruihunt.co.uk](http://www.thebigfruihunt.co.uk) OR simply visit [www.thebigfruihunt](http://www.thebigfruihunt), and provide the following information to play the game;
  - Phone Number
  - Where purchased
  - Location (geolocation data to place pins near user)
  - Acceptance of terms & conditions, age gate and privacy policy
  - Email address if happy to receive optional promotional messaging in relation to Robinsons drinks
- 6.3. During the Robinson Promotional Period, the 2,125 prizes will be randomly assigned to winning moments via an algorithm with prizes seeded over the Robinson Promotional Period. If you are the first entrant to complete a gameplay session at the time of the guaranteed winning moment (that is by collecting a 4<sup>th</sup> pin as part of the gameplay), you will have won a prize that will be revealed to you immediately after you have collected the 4 fruit pins.
- 6.4. You will need to confirm your details within 2 hours of completing your game play. After this 2 hours window is exhausted, the prize for a winning moment will be re-allocated to the next eligible entrant.
- 6.5. The 4 fruit pins can be found in a single session of game play or spread over multiple sessions. To continue game play after 4 pins have been discovered, a new session will need to be started. The user can choose to go to a green space immediately or within 7 days and keep the game active without the need for mobile number entry again. The same is true if they don't complete a game in one go. Note that after 7 days of inactivity, the user will need to re-enter their mobile number to continue playing

an existing game. Note that if a prize is revealed after collection of the 4<sup>th</sup> pin, there will be a 2 hour window to redeem as listed in 6.4.

- 6.6. *Prize numbers:* There are 2,125 prizes in total available to be won in the Robinsons Promotion.
- 6.7. *Maximum prize wins:* There is a maximum of 1 prize per household for the entirety of the Robinsons Promotion. Anyone found attempting to bypass this rule by, for example, using multiple email addresses to enter will be disqualified. If you have won a prize, you will not be eligible to win any further prizes.
- 6.8. *Prizes:* The Robinsons Promotion prizes for the virtual fruit hunt consist of:
- 1,800 water bottles
  - 325 game packs consisting of a tote bag containing the following:
    - Kite
    - Frisbee
    - Table Tennis kit

There are also 5,000 x £1 off product vouchers to be awarded to the first 5,000 non-winning entrants.

- 6.9. All prizes and vouchers are available to be won. Any Robinsons Promotion prizes or vouchers unclaimed following the close of the Robinsons Promotional Period will not be re-allocated.
- 6.10. £1 off product vouchers will be valid against the purchase of the following Robinsons products;
- Robinsons Minis No Added Sugar Squash 66ml Apple & Blackcurrant
  - Robinsons Minis No Added Sugar Squash 66ml Orange
  - Robinsons Minis No Added Sugar Squash 66ml Lemon & Lime
  - Robinsons Minis No Added Sugar Squash 66ml Passionfruit & Mango
  - Robinsons Minis No Added Sugar Squash 66ml Summer Fruits

Please see below and the product voucher for specific terms & conditions of use.

- 6.11. The voucher is worth £1.00 and can only be used as full payment or part payment for the products listed above at clause 6.10 available in all leading retailers in the UK when the balance is paid by the customer. Subject to availability. Only one original voucher per transaction. This voucher is not redeemable for cash or transferable and its resale or auction is prohibited. This voucher cannot be used online. Voucher must be presented at time of purchase, can only be used once, and must be surrendered upon use. Please do not attempt to redeem this voucher against any other product, as refusal to accept may cause embarrassment and delay at the checkout. Photocopies, reprints, damaged, expired, altered or defaced vouchers will not be accepted. Not to be used in conjunction with any other offer, promotion, discount, or other voucher. No change given. Expiry date: 4<sup>th</sup> September 2023.
- 6.12. *Winner notification:* Robinsons Promotion: Winners or recipients of the vouchers will be notified instantly via the game when they have collected 4 fruits. They will then be required to confirm their name, email address and postal address within 2 hours. Submission of these details will be taken as prize acceptance.
- 6.13. Robinsons Promotion winners or recipients of the vouchers will receive a winning confirmation email, sent to the email address provided at the time of prize notification. It is the responsibility of entrants to check junk/spam folders to ensure they are in receipt of any communications.
- 6.14. Please see clause 11 in respect of prize delivery.

## 7. ASDA PROMOTION ENTRY AND PRIZES

7.1. *Promotional period:* The ASDA Promotional Period will open 08:00 BST on the 18<sup>th</sup> July 2023 to 23:59 BST on the 7<sup>th</sup> August 2023 inclusive.

7.2. *Entry mechanic:* To enter the ASDA Promotion, text HUNT to 66777 during the promotional period.

7.3. *Prize numbers:* There are 20 prizes in total available to be won in the ASDA Promotion.

7.4. *Maximum entry & prize wins:* Maximum of ten (10) entries per mobile number per person, during the Promotional Period. Maximum of one (1) prize per household. The person from whose mobile phone number the entry is sent from shall be deemed the entrant for the purposes of this Promotion. (Please seek bill payers permission before entering). Anyone entering more than once using multiple handsets, multiple identities or computerised or automated systems will be disqualified from the Promotion. If you have won 1 prize in the ASDA Promotion, please do not continue to enter the ASDA prize draw, as you will not be eligible to win any further prizes in the ASDA Promotion.

7.5. *Prizes:* The prizes for the ASDA Promotion are:

- **10 x Go Ape Tree Tops**

- The prize is a family ticket (2 adults and 2 children aged 10-15) and includes two to three hours of fun and adventure across up to six sites. Each site features high ropes, crossings, tunnels, bridges and zip wire. Locations include: Aberdeen x 1, Bedfordshire x 1, Berkshire x 1, Buckinghamshire x 2, Cheshire x 1, Cumbria x 2, Derby x 1, Devon x 1, Dorset x 1, Gloucestershire x 1, Hampshire x 1, Kent x 2, Lancashire x 1, London x 1, Northumberland x 1, North Yorkshire x 1, Nottinghamshire x 1, Peeblesshire x 1, Staffordshire x 1, Stirlingshire x 1, Suffolk x 1, Surrey x 1, Sussex x 1, West Glamorgan x 1, Worcestershire x 1, Co Kilkenny x 1, Co. Roscommon x 1, Co. Dublin x 1.

- The experience may not be suitable for people with physical disabilities.

- Forest doors open from February – November (weekends during February, March and November, and almost daily April – October).

- Minimum Age 10yrs - Minimum Height 1.4m (4ft7) - Maximum weight 20.5 stones (130kg)

- The prize is valid for 12 months but is subject to the location's availability and opening times.

- Terms and conditions specific to the location may apply. Winners are advised to check before selecting their tickets.

- Travel and accommodation not included.

- **5 x Theme Park Tickets**

- The prize is a family theme park tickets (2 adults and 2 children) and includes standard ticket entry to any one of the following theme parks: Alton Towers, Chessington World of Adventures, Crealy Devon, Crealy Cornwall, Drayton Manor Theme Park, Flamingo Land, Legoland, Lightwater Valley, M & Ds Paultons Park, Pleasure Island, Oakwood, Blackpool Pleasure Beach, Fantasy Island, Thorpe Park and Tayto Park in the Republic of Ireland.

- Some rides may not be suitable for people with physical disabilities. Height, weight and age restrictions may apply on some rides and will vary depending on theme park chosen.

- The prize is valid for 12 months but is subject to the venue's availability and opening times.

- Terms and conditions specific to the venue may apply. Winners are advised to check before selecting their tickets.

- Travel and accommodation not included.

- **5x Days Out UK**

- The prize is a standard entrance ticket to a chosen attraction (2 adults and 2 children) at various locations across the UK: Berkshire; Cheshire; County Antrim; Cornwall; Devon; Dorset; Essex; Hampshire x 3; Kent x 3; Lanarkshire; Lancashire; Leicestershire; Lothian; Oxfordshire; Pembrokeshire; Stirlingshire; Suffolk; Surrey x 2; Sussex; Warwickshire; West Dunbartonshire; West Midlands; Worcestershire; Yorkshire x 2, Dublin, Belfast, Co. Cork, Carrickfergus, Carriftwohill, Ballyvaughan, Gowran, Edinburgh, Windsor, Cardiff. Further information about the prizes on offer will be shown on [www.myvoucherpack.com](http://www.myvoucherpack.com), which winners will be able to access with a voucher number and validation code.
- Some experiences may not be suitable for people with physical disabilities. Height, weight and age restrictions may apply on and will vary depending on location chosen.
- The prize is valid for 12 months but is subject to the venue's availability and opening times. Winners will be able to choose up to 3 options for dates, in order of preference. Excludes attendance over Christmas, New Year, Easter and bank holidays unless stated otherwise.
- Anyone under 18 years of age participating in an experience must be accompanied by an adult. Other age restrictions may apply as stated above.
- Terms and conditions specific to the venue may apply. Winners are advised to check before selecting their tickets.
- Travel and accommodation not included.

**7.6.** Winner notification: Winners will be selected via a randomised computer process which will take place within 7 working days of the Promotion end date. Winners will be notified via the phone number used to enter the promotion within 7 working days of the Draw, at which point they will be asked to confirm their preferred email address for prize fulfilment. Submission of these details will be taken as prize acceptance.

**7.7.** Two attempts will be made to contact each winner via phone call over a 7-working day period. Winners have 14 days from initial notification to confirm acceptance of their Prize and provide the required details listed in clause 7.6. In the case that they do not respond in time, reject their prize or are ineligible, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the eligible entries that were received before the Closing Date using the same methodology as described in clause 7.6. The process will repeat twice after which any remaining prizes will be null and void. A voicemail will be left, if possible, which winners will need to respond to within 7 working days of initial win notification. Entrants are encouraged to monitor their connections during this time in case they are a winner.

**7.8.** Experiences will be sent as e-vouchers containing a voucher number, validation code and further instructions to the email address provided. Winners will book their preferred experience through [myvoucherpack.com](http://myvoucherpack.com).

**7.9.** 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 entry.

**7.10.** Entrants are advised to take care when submitting an entry; the Promoter is not responsible for any mistakes which might be caused by incorrect entry details. Entrants from Asda must ensure they complete the full entry on the competition website, the submission of a text message will not be deemed as a full and complete entry.

**7.11.** Please see clause 10 in respect of prize delivery.

## **8. PRIZE ADMINISTRATION FOR THE PROMOTIONS**

- 8.1. All prizes and vouchers are supplied by the Promoter and administered through the Prize Administrators.
- 8.2. Subject to 8.1, the Promoter shall have no liability in relation to any prize provided by a third-party provider.
- 8.3. Unless otherwise stated or arranged with the Prize Administrator, all expenses incurred by the winners in the general use and/or enjoyment of any prize or voucher, including but not limited to food, drink, travel and accommodation, are the sole responsibility of the winners.
- 8.4. Prizes and vouchers are non-transferable, non-refundable and cannot be exchanged for any cash alternatives in whole or in part. The decisions of the Promoter are final in relation to the promotion and no correspondence will be entered into.
- 8.5. The Promoter reserves the right to replace any prize or voucher with an alternative prize or voucher of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.
- 8.6. If a winner is disqualified or is ineligible, the Promoter reserves the right to retract the prize or voucher.
- 8.7. The Promoter does not accept any responsibility in the event a winner does not, or is not able to, take up their prize or voucher.

## **9. PRIZE/REWARD INFORMATION - GENERAL**

- 9.1. Verification of winner age, identity and address may be required at the Promoter's discretion before any prizes are awarded or vouchers are delivered.
- 9.2. All requested details must be provided within 2 hours otherwise the Promoter reserves the right to retract the prize or voucher on the basis that the prize or voucher has not been accepted by the winner.
- 9.3. At the end of 7 working days after the end of the respective Promotional Period, all unclaimed prizes for the respective Promotions will become null and void.

## **10. PRIZE AND VOUCHER DELIVERY FOR THE PROMOTIONS**

- 10.1.1. Notwithstanding the clauses above, please allow 30 working days from valid acceptance for the prize, reward or voucher to be delivered by the Prize Administrator via postal or courier service, or email.
- 10.1.2. If any prizes, rewards or vouchers are unable to be organised due to inaccurate details or delay on the part of the winner, the Promoter reserves the right to withdraw and reallocate the prize, reward or voucher entitlement with no liability.
- 10.1.3. If delivery will be delayed due to the Covid-19 pandemic and resulting Government restrictions all winners affected will be contacted by the Promoter or the Prize Administrator and kept updated of any unavoidable changes and revised delivery dates.

## **11. LIMITATION OF LIABILITY**

- 11.1.** Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize, reward or voucher 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. For the avoidance of doubt, this clause 11.1 shall also apply in respect of any prize, reward or voucher provided by a third-party provider, in this case the prize provider.
- 11.2.** Please see the End User Licence Terms and Conditions regarding safe play and the Promoter's liability regarding gameplay.

## **12. DATA PROTECTION**

- 12.1.** By entering the Promotions, 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 these Promotions.
- 12.2.** If required by a regulatory authority, and/or if we consider it lawful, necessary or appropriate to do so, we may elect to make available a list of winners' surnames and counties to members of the public or regulators who request such details within 3 months of the closing date of these Promotions. Entrants can object to disclosure, or request that disclosure be limited in scope by emailing **britvicteam@getsavvy.com** request a copy of the winner's list by emailing **britvicteam@getsavvy.com**. We reserve the right to refuse any or all such requests.
- 12.3.** By entering the Promotions, promotion winners or recipients of rewards or vouchers agree that the Promoter may use the surname and town or county of residence information to announce a winner/recipient of these Promotions, though entrants can inform the Promoter or Prize Administrator that they do not wish for their data to be included in this way. The winners or recipients of rewards or vouchers may also be contacted and asked to participate in other reasonable and related promotional purposes and any reasonable publicity required by the Promoter.
- 12.4.** Your personal details will at all times be kept confidential and in accordance with current Data Protection legislation. Entrants' personal data will be used and will be held in accordance with the Promoter's Privacy Policy, which is available here [www.bigfruithunt.co.uk/privacy](http://www.bigfruithunt.co.uk/privacy). You can request access to your personal data, or have any inaccuracies rectified, by sending an email to **britvicteam@getsavvy.com**. By participating in the Promotions, you agree to the use of your personal data as described here.
- 12.5.** We may nevertheless disclose the information to the Advertising Standards Authority if required to do so. You may opt out of the publication of any personal data. Please contact the Promoter of Prize Administrator regarding this if you wish to discuss.

## **13. GENERAL**

- 13.1.** By entering the Promotions, all entrants hereby grant the Promoter (or the Promoter's designee) the exclusive right to film, tape, sound record and photograph all their activities in connection with the Promotions and (if applicable) any prizes, rewards or vouchers. Everything filmed, taped or recorded by the Promoter (or the Promoter's designee) shall be known as "Footage". All entrants hereby irrevocably and unconditionally assign to the Promoter with full title guarantee (and by way of present assignment of present and future rights) all intellectual property rights in any "Footage" throughout



the world for the full unexpired period of such rights and all renewals, reversions and extensions of such period as may be provided under any applicable law throughout the world.

- 13.2.** Instructions provided at the point of entry form part of the Terms and Conditions of these Promotions. In the event of a conflict, these terms and conditions take precedence.
- 13.3.** The Promoter reserves the right to refuse to award a prize, reward or voucher or withdraw prize, reward or voucher entitlement and/or refuse further participation in the Promotions and disqualify the participant 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 Promotions or otherwise where a participant has gained unfair advantage in participating or won using fraudulent means, the Promoter may, at its sole discretion, reserve the right to exclude any entrant from participating in the Promotions.
- 13.4.** If for any reason any aspect of these Promotions 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 these Promotions, the Promoter may in its sole discretion modify or suspend any of the Promotions or invalidate any affected entries. 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.
- 13.5.** It is the responsibility of the entrant to provide their correct, up-to-date details when entering the Promotions and/or confirming acceptance of the prize, reward or voucher in order for their prize, reward or voucher to be processed. The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize, reward or voucher acceptance or delivery of their prize, reward or voucher.
- 13.6.** The Promoter has no control over 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 a participant's entry to the Promotions.
- 13.7.** Bulk entries made from trade, consumer groups or third parties will not be accepted. Entries 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. 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 entries into the Promotions in a way that is not consistent with the spirit of the Promotions, that person's entries will be disqualified and any prize award or reward or voucher entitlement will be void.
- 13.8.** The decisions of the Promoter are final and binding in all matters relating to the Promotions and no correspondence will be entered into.
- 13.9.** 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.
- 13.10.** Entrants acknowledge that other entrants may submit entries that may be similar to theirs, and that they will not be entitled to any compensation or right to negotiate with the Promoter over such matters.

**13.11.** The Promoter reserves the right to, at its sole discretion, disqualify any entries containing:

**(a)** 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.

**(b)** any activity or behaviour which causes, encourages or promotes danger or a threat to the health and safety of the entrant and/or others.

**(c)** any activity or behaviour which promotes or advertises goods and/or services, including competitor products, for any form of remuneration.

**(d)** any attempt to impersonate another person or include persons who have not given permission to feature in the entry.

**(e)** 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.

**13.12.** The terms and conditions of these Promotions, and any disputes arising therefrom, shall be subject to English law and the exclusive jurisdiction of the English and Welsh courts unless your residential address is in Scotland where local law applies.