

## Social Media Terms and Conditions

### Short Terms and Conditions for social:

Republic of Ireland and Northern Ireland, 18+ only. Promotional Period 10:00am 18/05/2023 – 20:00pm 22/05/2023. No purchase necessary. Internet access and Instagram account required. To enter: follow @energise\_official and @thegarashow, and tag a friend you would bring the advertised game – on the qualifying post ensuring your Instagram account is public.

The winner will receive: A 'Sony Playstation 5 Concole – 825GB' to One (1) lucky winner

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 & Northern Ireland 18+ 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.
2. No purchase necessary, however internet access and a valid Instagram account is required.
3. **Promotional Period:** 10:00am on 18/05/2023 (the "Opening Date") to 20:00pm 22/05/2023 (the "Closing Date") inclusive. All promotion entries received after the Closing Date are automatically disqualified.
4. **To Enter:** To enter, log into your Instagram account (or create one for free) and follow @energise\_official and @thegarashow, letting us know your favourite Gaming Game of all time in the comment box.
5. Multiple entries are permitted during the Promotion Period, but you may only win a maximum of 1 Prize (Sony Playstation 5 Console ) across the Promotion Period.
6. **The Prize:** There is 1 prize available. Prize consists of:
  - 'One Sony Playstation 5 Console - 825GB' to one (1) lucky winner
7. **Winner Selection:** The winner will be randomly selected from all valid entries received during the Promotion Period and for your total confidence the draw will be conducted by Fabric Social, an independent promotional verification service on the end date of the Promotion Period.
8. **Winner Notification:** The Winner will be notified via the Instagram account used to enter the promotion on Tuesday 23<sup>rd</sup> May. The winner will have until 5pm on Thursday 25<sup>th</sup> May to confirm acceptance of their Prize, otherwise the Promoter

reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.

9. The persons 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 will be required before any prizes are awarded.
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 for winner will be accessible via courier to designated location/address.

Redemption instructions which will be sent to winners (x1):

"Congrats! You're the competition winner. You've won the incredible Sony Playstation 5 console Prize which you entered across Energise and Thegarashow Instagram collaboration.

Redeem Prize: Once you accept, prize can be delivered to you directly via chosen address. Once these specific details have been provided to agency.

12. If any Prize are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the prize entitlement with no liability.
13. **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.
14. 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](http://www.instagram.com).
15. 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.

16. 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.
17. 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.
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 takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.
20. 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.
21. 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.
22. 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.
23. Promotion winners agree that the Promoter may use name, image and town or county of residence information to announce the winner of this promotion and for any other reasonable and related promotional purposes. Winners further agree to participate in any reasonable publicity required by the Promoter
24. 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>.

25. By entering this Promotion, you agree to be bound by these Terms and Conditions.
  
26. 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.
  
27. 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.