

SUMMARY TERMS & CONDITIONS

18+ GB (England, Wales and Scotland) only. Promo Period 09:00 31st May to 23:59 – 27th June 2023. Entrants must have a mobile phone to enter this promotion. Purchase necessary. To enter prize draw, purchase a participating promotional Pepsi product from participating Budgens, Londis and Premier stores only (not available for online purchases), then text MAX to 60777 during the promotional period. Max 10 entries per person/mobile. Max 1 prize per household. Prizes: 1x Samsung UE43BU8000 (2022) HDR 4K Ultra HD Smart TV, 43 inch with TVPlus. 10 prizes in total to be won. Standard network rates apply. Please seek bill payer's permission. Retain receipt. Draw date Wednesday 28th June 2023. Exclusions apply. Full T&Cs and participating promotional 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. Entry and claim 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. 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.

4.2 Purchase of participating promotional products from participating Budgens, Londis and Premier stores is necessary to enter the promotion Mobile phone required to enter. Retain receipt showing date of purchase during the promotional period and prior to date of entry, you will be required to show this if you are a winner for verification.

5. THE PROMOTION

5.1. The title of the promotion is 'WIN a 43" TV'.

- 5.2.** The promotional period will open at 09:00 on 31st May 2023 (the “Opening Date”) to 23:59 on 27th June 2023 (the “Closing Date”) inclusive. All promotion entries received after the Closing Date are automatically disqualified.
- 5.3.** To enter the prize draw, purchase a participating promotional product from participating Budgens, Londis and Premier stores only (not available for online purchases), then text MAX to 60777 during the promotional period. Please see term 5.5 for list of participating promotional products.
- 5.4.** 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 payer’s permission before entering). Anyone entering more than once using multiple handsets, multiple identities or computerised or automated systems will be disqualified from the Promotion.

5.5. Participating Promotional Products:

- Pepsi Max 500ml
- Pepsi Max 330ml
- Pepsi Max 2L PMP
- Pepsi Max 500ml PMP
- Pepsi Max 330ml PMP
- Pepsi Max Chery 2L
- Pepsi Max Chery 500ml
- Pepsi Max Chery 330ml
- Pepsi Max Cherry 2L PMP
- Pepsi Max Cherry 500ml PMP
- Pepsi Max Cherry 330ml PMP

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

- 5.6.** Entrants must have a mobile phone to enter 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 entry. Entrants are advised to take care when submitting an entry; the Promoter is not responsible for mistypes and incorrect texts may still be charged. Only correctly submitted entries will be accepted. For the avoidance of doubt, text entries featuring spelling mistakes will be disqualified. Capital or lowercase letters will both be accepted. Entries received after the Closing Date will not be entered but may still be charged. Entrants who do not enter correct details or those who make an entry on someone else’s behalf will be disqualified, at the Promoter’s discretion.
- 5.7.** Proof of sending will not be accepted as proof of delivery or receipt of entry. Incomplete, illegible, misdirected, or invalid entries will not be accepted. The Promoter takes no responsibility for entries delayed or lost due to technical reasons or otherwise.

6. THE PRIZES

- 6.1.** The prize consists of 1x Samsung UE43BU8000 (2022) HDR 4K Ultra HD Smart TV, 43 inch with TVPlus.
- 6.2.** There are 10 prizes to be won in total.
- 6.3.** The prizes are supplied by the Promoter and administered through its agent/s
 - 6.3.1.** Savvy Marketing, 15-17 High Ct Ln, Leeds LS2 7EU
 - 6.3.2.** Active Consultancy, Active House, 51 Wolsey Rd, Esher KT10 8NT
- 6.4.** The prizes are non-transferable, non-refundable and cannot be ex-changed for any cash alternatives in whole or in part.
- 6.5.** The Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.

7. WINNER SELECTION & NOTIFICATION

- 7.1.** All eligible entries will be entered into the prize draw. The winners will be selected via a randomised computer process on Wednesday 28th June 2023.
- 7.2.** Winners will be notified via text message on the mobile phone number used to enter the promotion within 4 working days of the Draw Date (Wednesday 28th June 2023). Winners will then be contacted via phone call the same day to confirm prize acceptance and provide personal details including proof of purchase, age, name and delivery address. Proof of ID will be required. If multiple winners are selected from the same household, only the first entry will be accepted and all other prizes will be redrawn.
- 7.3.** Two attempts will be made to contact each winner via phone call over a 14 day period to confirm acceptance of their prize and provide the required details listed in clause 7.2. 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 7.2. 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 14 days of initial win notification. Entrants are encouraged to monitor their connections during this time in case they are a winner.

8. PRIZE DELIVERY

- 8.1.** Please allow 28 days from valid acceptance and the completion of any verification process for delivery of the prizes. The TVs will be delivered via a dedicate3.0d courier service to GB addresses.
- 8.2.** If delivery will be delayed due to the Covid-19 pandemic and resulting Government restrictions, or industry-wide supply chain issues, all winners affected will be immediately contacted by the Promoter and kept updated of any unavoidable changes and revised delivery dates.
- 8.3.** If any prizes are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the prize entitlement 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 winner or accept any liability for any loss, damage, personal injury, or death occurring as a result of taking up their prize 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 entering the Promotion, entrants 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 entry 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 entering the promotion, 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 this promotion.
- 10.4. The Promoter will make available a list of winners' surnames and counties of residence 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 britvicteam@getsavvy.com. We may nevertheless disclose the information to the Advertising Standards Authority if required to do so. You may request a copy of the winners list by emailing britvicteam@getsavvy.com. We reserve the right to refuse any or all such requests.
- 10.5. The winners may be requested to take part in reasonable publicity in connection with this promotion. The promoter may request to use the winners' name and image in connection with such publicity.
- 10.6. 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. Entrants' 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 britvicteam@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 31st August 2023.

11. GENERAL

- 11.1. The Promoter reserves the right to verify all entries 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 won using fraudulent means, the Promoter may, at its sole discretion, reserve the right to exclude any entrant 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 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.
- 11.3. It is the responsibility of the entrant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of their 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.
- 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 a participant's entry to the Promotion.
- 11.5. Entries (bulk or otherwise) made from trade, consumer groups, syndicates or third parties will not be accepted. Entries or 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 promotion in a way that is not consistent with the spirit of the promotion, that person's entries will be disqualified and any prize award will be void.
- 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.