

## Booker Retail Group Pepsi Max Golden Can

### 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 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

The promotion is open to residents of England, Wales and Scotland aged 18 years or over only who have a valid and active Bestway account, 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. THE PROMOTION

**4.1.** The title of the promotion is 'Booker Retail Group Pepsi Max Golden Can'.

**4.2.** The promotional period will open at 12:00am on 02/11/2022 (the "**Opening Date**") to 23:59 on 03/01/2023 (the "**Closing Date**") inclusive (the "**Promotion Period**"). All promotion entries received before the Opening Date or after the Closing Date are automatically disqualified.

**4.3.** Purchase of promotional products listed in clause 4.4 below is necessary to participate in the promotion.

**4.4.** To enter prize draw, participants must have a valid and active Booker account and buy 10 cases of either the promotional Pepsi Max MP24 or Pepsi Max Cherry MP24 product in one transaction at any Booker depot during the Promotional Period and will be automatically entered into the prize draw.

**4.5.** Maximum of one (1) entry per person per Booker account, during the Promotional Period.

**4.6.** Entrants who do not enter correct details will be disqualified, at the Promoter's discretion.

**4.7.** Proof of sending or placing an order will not be accepted as proof of delivery or receipt of entry. Incomplete, illegal, misdirected or late entries will not be accepted. The Promoter takes no responsibility for entries delayed or lost due to technical reasons or otherwise.

#### 5. THE PRIZE

**5.1.** There are 5x prizes available in total. An entrant can only win one prize. Each prize will be awarded directly to the entrant and not their employers. If an entrant is no longer an employee of the account holding business at the time of the Draw Date, they will remain eligible to receive the prize subject to verification.

**5.2.** The prizes consist of:

- a) 5 x £1,000 cash loaded onto an e-card

**5.3.** The Prize is provided by the Promoter and administered through its agent: Mirror Marketing Limited, Unit 3, Stockwell Centre, Stephenson Way, Three Bridges, RH10 1TN

**5.4.** The prize is non-transferable, non-refundable and cannot be exchanged for any alternatives or compensation in whole or in part.

**5.5.** 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.

## **6. WINNER SELECTION AND NOTIFICATION**

**6.1.** All winners will be selected via a randomised computer process from all valid entries received during the Promotional Period on 10.01.2023 (the "**Draw Date**").

**6.2.** Winners will be notified via a phone call using the telephone number associated with their Booker account used to purchase the promotional products to enter the promotion. Winners will be asked to confirm prize acceptance and provide their full name (as it appears on their bank account) and delivery address.

**6.3.** Three attempts will be made to contact each winner via phone call over a 14-working day period starting from 10.01.2023. Winners have 48 hours from 3<sup>rd</sup> attempt on 24.01.2023 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 using the same methodology as described in clause 6.2. Attempts to contact winners will be made throughout the day between 09:00 and 17:30. A voicemail will be left if possible, which winners will need to respond to within 48 hours from the 2<sup>nd</sup> attempt. Entrants are encouraged to monitor their connections during this time in case they are the winner.

**6.4.** The Promoter does not accept any responsibility in the event a winner is not able to take up their prize, rejects the prize or are ineligible 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 using the same methodology as described in clause 6.2. The process will repeat for a period of 3 months following the Closing Date until an eligible winner is able to claim the prize. Following this 3-month period, all remaining prizes will become null and void.

## **7. PRIZE DELIVERY**

**7.1.** Please allow 30 working days from valid acceptance and the completion of any verification process for delivery of the Prizes

**7.2.** If delivery will be delayed due to the Covid-19 pandemic all winners affected will be contacted by the Promoter and kept updated of any unavoidable changes and revised delivery dates.

**7.3.** If any Prizes are undelivered due to inaccurate details, the Promoter reserves the right to withdraw and reallocate the prize entitlement with no liability.

## **8. LIMITATION OF LIABILITY**

**8.1.** Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winners or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees in which case that liability is limited to the minimum allowable by law. Your statutory rights are not affected.

## **9. DATA PROTECTION**

### **DATA CONTROLLER**

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

**9.2.** 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. You acknowledge that the Promoter will pass such information to its third-party agency, solely for the purposes of administering the promotion.

**9.3.** The Promoter will 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 this Promotion. Entrants can object to disclosure, or request that disclosure be limited in scope by emailing [britvicwinners@mirror-marketing.co.uk](mailto:britvicwinners@mirror-marketing.co.uk). 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 [britvicwinners@mirror-marketing.co.uk](mailto:britvicwinners@mirror-marketing.co.uk). We reserve the right to refuse any or all such requests.

**9.4.** The winners may be requested, but are not obliged, to take part in reasonable publicity in connection with this promotion. The promoter may request to use the winner's' name and image in connection with such publicity.

**9.5.** 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: [www.britvic.com/site-services/privacy](http://www.britvic.com/site-services/privacy) You can request access to your personal data, or have any inaccuracies rectified, by sending an email to [britvicwinners@mirror-marketing.co.uk](mailto:britvicwinners@mirror-marketing.co.uk). By participating in the Promotion, you agree to the use of your personal data as described here.

## **10. GENERAL**

**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.** 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.

**10.3.** 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.

**10.4.** Any tax liability arising from receipt of the prize will be the responsibility of the recipient.

**10.5.** 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

modify, suspend or cancel 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.

**10.6.** The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.

**10.7.** Verification of age, identity and address will be required before any prizes are awarded.

**10.8.** 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.

**10.9.** It is the responsibility of the entrant to provide their correct, up-to-date details when 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.

**10.10.** 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.

**10.11.** Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible 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.

**10.12** By entering the promotion entrants confirm they have the permission of any person featured in their entry to feature them or where any person featured is under 16, that they have the parent's/guardian's permission.

**10.13.** The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.

**10.14.** 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.

**10.15.** The Terms and Conditions 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.

**Short Terms and Conditions:**

England, Wales, and Scotland, 18+ only. Promotional Period 12:00 02/11/2022 – 23:59 03/01/2023. Purchase necessary. Internet access required. To automatically enter prize draw, purchase 10 cases Pepsi Max MP24 or Pepsi Max Cherry MP24 at a participating Booker Depot in one transaction. Prizes: 5 x £1,000. Visit <https://www.britvic.com/terms-and-conditions/> for full terms & prize details. Promoter: Britvic Soft Drinks Ltd.