

### **Competition Terms and Conditions:**

# **Short Terms and Conditions:**

16+. UK (England, Wales, Scotland and Northern Ireland). The competition 'WIN A PS5 at KFC RGM Fest!' is open to eligible attendees of the KFC RGM Fest Event who participate in the Batak Pro game located on the Britvic Soft Drinks Ltd/Pepsi Co stand in Manchester Central. Competition Period 08:30 07/02/24 – 13:15 07/02/24. No Purchase Necessary. Entrants must provide their full name, participate in the Batak Pro game and enter their details via (<u>https://forms.office.com/e/kbFhvxWCr9</u>) to be entered into the Competition. Only x1 Winner. Unlimited Batak game entry per person. Prize: 1 x Sony PlayStation 5 Console. The winner will be the highest Batak game scorer via the leaderboard present on stand during the competition period. Winner will be notified within 3 working days of event date. Visit <u>https://www.britvic.com/terms-and-conditions/</u> where the full T&Cs for this competition will be hosted. for Full Terms & prize details. **Promoter:** Britvic Soft Drinks

### **TERMS & CONDITIONS**

### 1. THE PROMOTER

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

### 2. ELIGIBILITY

The competition is open to all attendees of the KFC RGM Fest Event who participate in the Batak Pro game on stand. The participant will need to be a resident of the UK (England, Wales, Scotland and Northern Ireland) in order to receive the prize and be aged 16 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.

## 3. THE COMPETITION

- **3.1.** The title of the competition is WIN A PS5 at KFC RGM Fest!
- **3.2.** The competition will take place on Wednesday 7<sup>th</sup> February 2024, at the KFC RGM Fest event in person at Manchester Central on the Britvic Soft Drinks Ltd/Pepsi Co stand. The competition will open on 8:30am as delegates arrive to event & close at 1:15pm.
- 3.3. To enter, the participant 1. Must supply contact details during the competition period by providing their full name, email address and telephone number via the Microsoft Form supplied at the event (<u>https://forms.office.com/e/kbFhvxWCr9</u>) in order to be contacted by email to organise delivery of Prize. 2. Have participated in the Batak Pro machine game on stand supplying their full name for the purpose of their score being logged on a leaderboard which will be used to identify the winner of the competition. The full name provided must match the name provided via the Microsoft Form.
- **3.4.** Multiple entries made by participants attempting to reach a high score on the Batak game are permitted during the Competition Period, but you may only win a maximum of 1 Prize across the Competition Period. There will be only one winner for this competition.
- 3.5. Internet Access Required.
- **3.6.** The winner will be identified via the winning Batak game score, which will be logged via the Leaderboard on stand at the event and overseen by event crew hired for the event who have supervised the stand & Batak game. The final leaderboard scores will be logged & sent over to the Commercial Comms team of Britvic who



will then be in contact with the winner of the competition via the contact details supplied from the Microsoft Form.

**3.7.** The participant who holds the highest logged score via the leaderboard on stand will be the winner of this competition.

### 4. THE PRIZE

- **4.1.** The prize consists of:
  - a. 1 x Sony PlayStation 5 Console.
- **4.2.** There is 1 Prize to be won in total.
- **4.3.** The Prize is supplied by Britvic Soft Drinks Ltd, the promoter of this competition.
- **4.4.** Delivery of the prize will be arranged via the Britvic Commercial Comms team who will be in contact via the email address supplied in the Microsoft Form when participating.
- **4.5.** Unless otherwise stated, all expenses incurred by the winner in the general use and/or enjoyment of the Prize, including but not limited to food, drink, travel and accommodation, are the sole responsibility of the winner.
- **4.6.** Prize is not transferable and there is no cash alternative.
- **4.7.** 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.

### 5. FURTHER PRIZE DETAILS

- 5.1. The prize is subject to PlayStation's terms and conditions: <u>https://www.playstation.com/en-gb/legal/</u>
- 5.2. The prize consists of x1 Sony PlayStation 5 Console with x1 Dual Sense Controller. No games will be provided.
- 5.3. Standard PS5 Sony manufacturer warranty provided subject to PlayStation's Limited Hardware Warranty & Liability: <u>https://www.playstation.com/en-us/legal/warranties/ps5/#:~:text=Sony%20Interactive%20Entertainment%20LLC%20(%22SIE,the%20original%20date%20of%20purchase%20</u>

# 6. WINNER NOTIFCATION

- **6.1.** The winner will be the highest Batak game scorer during the competition period. This will be conducted under the supervision of events staff on the day & will be passed over to a Britvic employee who will be in contact with the winner within three working days of the end of the competition period.
- **6.2.** Winners will be notified via the Email Address used to enter the promotion within [3] working days of the competition date ending.
- **6.3.** Winners have 7 days from initial notification to confirm acceptance of their Prize by email and provide a delivery address 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.
- **6.4.** 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 winner selected from the correct entries & leaderboard that were received before the closing date.
- **6.5.** 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.

### 7. PRIZE DELIVERY



- **7.1.** Please allow 28 working days from valid acceptance for delivery of the Prize. Prizes will be delivered via registered post/courier service. A signature will be required to acknowledge delivery.
- **7.2.** If any Prizes are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the prize entitlement with no liability.

### 8. 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;
- a. 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.);
- a. defames, misrepresents, or insult other people or companies, including, but not limited to the Promoter (including its partners);
- a. promotes any political agenda.

### 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 the winner 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. Your statutory rights are not affected.

### **10. DATA PROTECTION**

- **10.1.** 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.
- **10.2.** Subject to promotion winners' consent, 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.
- **10.3.** Entrants' personal data will be used and will be held in accordance with the Promoter's Privacy Policy, which is available here: <u>http://www.britvic.com/privacy</u>

#### 11. GENERAL

- **11.1.** 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.
- **11.2.** 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.
- **11.3.** 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, the Promoter may, at its sole discretion, reserve the right to exclude any entrant from participating in the promotion.
- 11.4. 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 obligations.



- **11.5.** The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.
- **11.6.** Verification of email address supplied will be required via responding to the winning comms email before any prizes are awarded.
- **11.7.** 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.
- **11.8.** 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.

- **11.9.** 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.
- **11.10.** 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.
- **11.11.** 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.
- **11.12.** Subject to the winner's consent, the name and county of each of the winners will be available by sending an email to <u>commercialcomms@britvic.com</u>
- **11.13.** The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- **11.14.** 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.
- **11.15.** 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 Courts.