

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 GB (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.

4.2 Purchase of participating promotional products from participating ASDA stores is necessary to enter the promotion.

5. THE PROMOTION

- 5.1. The title of the promotion is 'ASDA Pepsi Text to Win Wellness Boosting Tech'. The promotional period is 00:01 28/01/22– 23:59 03/03/22. All promotion entries received after the Closing Date are automatically disqualified.
- 5.2. To enter the prize draw, purchase a participating promotional product during the promotional period from participating ASDA stores only (not available for online purchases), then text BOOST, followed by the last 4 digits of the product barcode, to 66777 during the promotional period. Please see 5.4. for list of participating promotional products.
- 5.3. Maximum of one (1) entry 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). In the event that multiple entries are submitted by the same Mobile Phone Number, the first entry shall be deemed the valid entry for the purposes of this Promotion. Anyone entering more than once using multiple handsets, multiple identities or computerised or automated systems will be disqualified from the Promotion.

5.4. Promotional Products:

2L Pepsi Max No Caffeine

2L Diet Pepsi

8 x 330ml Pepsi Max No Caffeine

8 x 330ml Diet Pepsi

24 x 330ml Pepsi Max No Caffeine

24 x 330ml Diet Pepsi

- 5.5.** 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.
- 5.6.** 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 prizes consist of 1 x Apple Watch SE, 4 x Beats Solo Wireless Bluetooth On-Ear Headphones with Mic/Remote (Black), 5 x Nutribullet 600 series, 12 x Neom Organics London Pod Mini Diffuser, 10 x Nutri Ninja, 13 x Headspace 1 year Membership subscription (new subscribers only), 20 x Yoga Mat, 20 x Breville Smoothie Maker, 20 x £35 Classpass gift card.
- 6.2.** There are 105 Prizes to be won in total.
- 6.3.** Headspace Prize is a one year "Gift Subscription" to the Headspace service. This subscription is pre-paid memberships to Headspace products.
- 6.4.** The Headspace gift subscription will be sent directly to the winner and is valid for 1 year from date of issue. The winner will be sent a gift code together with the link for the site (www.headspace.com/code). The winner enters their code and completes the registration process including name and email address.
- 6.5.** Gift Subscription codes can only be used once in the country in which they were won and cannot be redeemed for cash, resold or combined with any other offers, including free trial. Please note that codes cannot be redeemed if the Recipient has already purchased a subscription through the Apple iTunes Store or our iPhone application, or the Google Play Store or our Android application. Winner's who already have a subscription to Headspace will be offered an alternative prize of equal or greater value.
- 6.6.** There are no refunds or other credits for Gift Subscription that are not redeemed. Headspace will notify the winner prior to the end of the Gift Subscription that the gift period is about to expire. Headspace is not responsible if a Gift Subscription is lost, stolen or used without permission.

- 6.7.** Full terms & Conditions for Headspace products can be found here: www.headspace.com/terms-and-conditions.
- 6.8.** Classpass – each winner will receive a £35 gift card (“Gift”). The Gift can be used to pay for a membership to Classpass product, entitling the winner to a number of credits.
- 6.9.** The winner will be sent a gift code together with the link for the site (www.classpass.com/try/redeem). The winner enters their code and completes the registration process including name and email address. Gift membership begins the day the winner redeems the Gift.
- 6.10.** ClassPass is a subscription membership that automatically renews each month until cancelled. Gifts apply toward monthly membership costs only. They don’t cover late or missed class fees or other additional purchases. The gift recipient must enter their credit card information only to cover any late cancellation or missed class fees. Membership renews automatically each month but can be cancelled at any time.
- 6.11.** Shortages/Overages. If the Gift is for insufficient funds to cover the price of a full month of the ClassPass membership the Recipient wishes to use (for example, if Recipient redeems for a membership at a higher price point than value of the Gift), then at the time of redemption Recipient must pay the difference by credit card or other payment method we may accept. If the Gift is for an amount that is greater than the monthly rate for the membership redeemed, the difference may be applied to Recipient’s next or future subscription month(s).
- 6.12.** Eligibility. In order to redeem a Gift and sign up for a ClassPass membership, Recipient must be at least 18 years old, agree to the ClassPass Terms of Use (www.classpass.com/terms/gbr) and have read and understood the Privacy Policy (<https://classpass.com/privacy/gbr>), provide a valid payment method and have access to the Internet.
- 6.13.** Restrictions. Resale of the Gift or use for unauthorized advertising, marketing, sweepstakes or other promotional or commercial purposes is strictly prohibited. Gifts may not be combined with other offers. Your right to use the Gift is limited, subject to the Gift Terms (https://cdn8.classpass.com/dist/classpass_gift_terms.pdf), the ClassPass Terms of Use and applicable law. Classpass are not responsible for pricing, typographical, or other errors and reserve the right to cancel any orders resulting from such errors. The Gift is not a credit card and cannot be used as one.
- 6.14.** No Expiration Date/Service Charges. The Gift carries no expiration date, service charges or dormancy fees.
- 6.15.** The Prizes are supplied by the Promoter (the “Supplier”) and administered through its agents:
- 6.15.1. Get Savvy Marketing, 15-17 High Ct Ln, Leeds LS2 7EU; and
 - 6.15.2. Active Consultancy, Active House, 51 Wolsey Rd, Esher KT10 8NT.
- 6.16.** Unless otherwise stated, all expenses incurred by the winners in the general use and/or enjoyment of the Prizes, including but not limited to food, drink, travel, and accommodation, are the sole responsibility of the winners.
- 6.17.** The prizes are non-transferable, non-refundable and cannot be ex-changed for any cash alternatives in whole or in part.
- 6.18.** The Promoter reserves the right to replace a Prize with an alternative prize of equal or higher value if circumstances beyond the Promoter’s control makes it necessary to do so.

WINNER NOTIFICATION

- 6.19.** All eligible entries will be entered into the prize draw. The winners will be selected via a randomised computer process on 04.03.22. Prizes will be drawn in the order listed as per Clause 6.1 starting with the main prize of an Apple SE Watch.
- 6.20.** 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. Winners will then be contacted via phone call to confirm prize acceptance and provide personal details including age, name, email address and delivery address. Verification of age, identity (passport, driving licence or equivalent) and address will be required before any prizes are awarded. If multiple winners are selected from the same household, only the first entry will be accepted and all other prizes will be redrawn.
- 6.21.** Two attempts will be made to contact each winner via phone call over a 7-working day period. Winners have 48 hours from 2nd attempt (which will be 48 hours after the first attempt) to confirm acceptance of their Prize and provide the required verification details. In the case that they do not respond in time, reject the 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 6.19. A voicemail will be left, if possible, which winners will need to respond to within 48 hours from the 2nd attempt. Entrants are encouraged to monitor their connections during this time in case they are a winner. The process will repeat for a period of 3 months following competition close 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 28 days from valid acceptance and the completion of the verification process for delivery of the prizes. The Headspace Gift Subscription and ClassPass gift cards will be delivered digitally to the email address provided during the verification process. All other prizes will be delivered by courier or Royal Mail and may require a signature on arrival.
- 7.2.** If delivery will be delayed due to the Covid-19 pandemic and resulting Government restrictions all winners affected will be immediately 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 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.

9. DATA PROTECTION

- 9.1.** 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.

- 9.2.** 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 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.
- 9.3.** 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.
- 9.4.** 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 01/06/2022.

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 decision 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.** Verification of age, identity (passport, driving licence or equivalent) and address will be required before any prizes are awarded. 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.** 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 or suspend the promotion or invalidate any affected entries/claims. 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.
- 10.5.** The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.
- 10.6.** Verification of age, identity (passport, driving licence or equivalent) and address will be required before any prizes are awarded.
- 10.7.** 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.

- 10.8.** 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.
- 10.9.** Entries (bulk or otherwise) made from trade, consumer groups 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.
- 10.10.** The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- 10.11.** 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.
- 10.12.** 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.