

SHORT TERMS & CONDITIONS

GB (England, Wales, and Scotland), 18+. Promo period 12:00 03.11.22 – 23:59 30.11. 22. Purchase necessary. To enter prize draw, purchase a participating promotional product of Pepsi Max from participating ASDA stores only (not available for online purchases), then text MASON to 60777 during the promotional period. Retain your receipt as this will be required to show as proof of purchase. Max 5 entries per person/mobile number. Max 1 prize per household. Prizes: 1 x Virtual 20-minute Gaming Session with Mason Mount, 15 x Ultimate Football Gaming Bundles (incl. FIFA 23 Standard Edition Xbox SX Game, X Box Series X, Gaming Monitor, Gaming Headset, Gaming Chair, 12,000 FIFA Points, XBOX Skin, XBOX Live 12 Months Subscription.) Standard network rates apply. Prizes must be claimed in 7 working days from initial winner notification. Draw date: 02.12.22. Entrants must have a Mobile Phone to enter this promotion. Exclusions apply. Full T&Cs and participating 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, and Scotland) 18+ excluding:

(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.

4.3 Retain your receipt showing date of purchase during the promotional period and prior to date of entry as this will be required to show as proof of purchase.

5. THE PROMOTION

5.1. The title of the promotion is 'Win a Virtual Gaming Session with Mason Mount'.

- 5.2.** The promotional period will open at 12:00 GMT on 3rd November 2022 (the “Opening Date”) to 23:59 GMT on 30th November 2022 (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 of Pepsi Max from participating ASDA stores only (not available for online purchases), then text MASON followed by the last 4 digits of the product barcode and retain the purchase receipt, to 60777 during the promotional period. Please see term 5.5 for list of participating promotional products.
- 5.4.** Maximum of five (5) 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 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.

5.5. Participating Promotional Products:

- Pepsi Max 2 Litres
- Pepsi Max No Sugar 2 Litres
- Pepsi Max Lime 2 Litres
- Pepsi Max Cherry 2 Litres
- Pepsi Max No Caffeine 2 Litres
- Pepsi Max 1.25 Litres
- Pepsi Max No Sugar 1.25 Litres
- Pepsi Max Lime 1.25 Litres
- Pepsi Max Cherry 1.25 Litres
- Pepsi Max No Caffeine 1.25 Litres
- Pepsi Max 500 Millilitres
- Pepsi Max 500 Millilitres
- Pepsi Max No Sugar 500 Millilitres
- Pepsi Lime 500 Millilitres
- Pepsi Cherry 500 Millilitres
- Pepsi No Caffeine 500 Millilitres
- Pepsi Max 330 Millilitres
- Pepsi Max No Sugar 330 Millilitres
- Pepsi Max Lime 330 Millilitres
- Pepsi Max Cherry 330 Millilitres
- Pepsi Max No Caffeine 330 Millilitres

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.

- 5.7. 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.
- 5.8. 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

Prizes:

- 1x Virtual Gaming Session with Mason Mount which consists of 1 x 20-minute virtual meet and greet consisting of 1x FIFA 23 match (6 minutes per half). Once the winner is selected the prize must be redeemed by January 31st, 2023, at a time convenient to the talent. Requirements to connect online via a broadband connection and have the minimum system requirements as specified by the console and game manufacturer are necessary. Plus, 1x FIFA 23 Standard Edition Xbox SX Game.
- 15 x Ultimate Football Gaming Bundles including:
 - o 1x FIFA 23 Standard Edition Xbox SX Game
 - o 1x Xbox Series X. Product dimensions 29.3 x 21.4 x 37.8 cm; 6.08 Kilograms. Item Model Number RRT-00007. Series X is the Xbox Velocity Architecture, which pairs a custom SSD with integrated software for faster, streamlined gameplay with significantly reduced load times. Seamlessly move between multiple games in a flash with Quick Resume. 12 teraflops of raw graphic processing power. 4K gaming at up to 120 frames per second, advanced 3D spatial sound.
 - o 1x 12,000 FIFA Points
 - o 1x 24" Gaming Monitor
 - o 1x Turtle Beach Gaming Headset Lightweight design and crystal clear audio of the EAR FORCE Recon 50X gaming headset. With 40mm Neodymium speakers and in-line controls, the Recon 50X Mic Mute and Master Volume. The EAR FORCE Recon 50X is designed to connect directly to the new Xbox One controller with the 3.5mm headset jack, and to other Xbox One controllers via the EAR FORCE Headset Audio Controller.
 - o 1x Oversteel ULTIMET Gaming Chair. 350mm nylon base with class 3 piston and 50mm wheels. Ergonomic gaming design made of premium leatherette with high-density foam and lumbar and cervical cushions included. Includes 2D adjustable armrests both in up and down rotation. Balance mechanism at the base of the seat, plus reclining backrest up to 180 degrees. Supports up to 150kg of weight.
 - o 1x XBOX Series X/S Vinyl Controller Skin, provided by the Promoter. Skins will need to be applied by the winner on receiving delivery, following instructions provided.
 - o 1x XBOX Live 12 Months Subscription to be supplied as a digital gift subscription. For all features and spec please see here: [Xbox Live Gold – 12 - Month Membership \[Digital Download Code\] : Amazon.co.uk: PC & Video Games](#) And Terms of use here: [Amazon Games and Software Terms of Use - Amazon Customer Service](#). The subscription will be purchased once the winner has been notified and accepted their prize. It will then be provided to the winner within 3 working days of purchase. The Promoter will not be held responsible if the winner fails to redeem their download code in sufficient time after receiving, thereby resulting in a reduced subscription time.

- 6.1. There are 16 prizes to be won in total.
- 6.2. The prizes are supplied by **the Promoter** and administered through its **Agent** Get Savvy Marketing, 15-17 High Ct Ln, Leeds LS2 7EU.
- 6.3. The prizes are non-transferable, non-refundable and cannot be exchanged for any cash alternatives in whole or in part. Resale of the prizes or use for unauthorized advertising, marketing, sweepstakes or other promotional or commercial purposes is strictly prohibited.
- 6.4. The Promoter reserves the right to replace a prize, or part of 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 SELECTION & NOTIFICATION

- 6.5. All eligible entries will be entered into the prize draw. The winners will be selected via a randomised computer process on 02.12.22. Virtual Gaming session winner will be drawn first, followed by the 15 bundle winners.
- 6.6. 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 proof of purchase and personal details including name, email address and delivery address. Proof of purchase 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.
- 6.7. Two attempts will be made to contact each winner via phone call over a 10-working day period. Winners have 7 working days from initial notification 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 6.5. The process will repeat for a period of 3 months from the closing date of this Promotion until an eligible winner is able to claim the prize. At the end of the 3-month period all unclaimed prizes will be deemed null and void.
- 6.8. A voicemail will be left, if possible, which winners will need to respond to within 7 working days of initial win notification. Entrants are encouraged to monitor their connections during this time in case they are a winner.
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7. PRIZE DELIVERY

7.1. Virtual Gaming Sessions with Mason Mount:

Winners of the Virtual Gaming Session will be contacted by Savvy to confirm that they have in fact won a virtual gaming session and request details. Winner to provide contact details within 7 working days. Savvy to then pass details onto Talent Agency. Talent Agency to contact winner to confirm date agreed for the virtual session within 7 working days of Savvy providing winners details. All bookings will be confirmed by email and username and online player identity will be required. Only 1 booking per winner, no alternative reservations will be made if the winner cancels or does not attend the virtual session as agreed.

- 7.2. **Ultimate Football Gaming Bundles:** Please allow 28 days from valid acceptance and the completion of any verification for delivery of the prizes. All prizes will be delivered by courier and may require a signature on arrival. For the 12 Month Subscription prizes a subscription will be purchased and the Digital Download code shared with winners via email within 3 working days of purchase.
- 7.3. 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.
- 7.4. 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 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 britvictteam@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 britvictteam@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 britvictteam@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 02/02/2023.

10. GENERAL

- 10.1.** Proof of purchase 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.
- 10.2.** 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 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.
- 10.3.** 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 fulfilment of their prize.
- 10.4.** 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.

- 10.5.** Entries (bulk or otherwise) made from trade, syndicates, 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.
- 10.6.** The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- 10.7.** 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.
- 10.8.** 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.