

### **Short Terms and Conditions:**

Republic of Ireland and Northern Ireland, 18+ only. Promotional Period 00:01 28/01/2021 – 23:59 01/02/2021. No purchase necessary. Internet access and Instagram account required. Follow Cluborangebits on Instagram, share this post to your story and tag @cluborangebits and your mate on your post story share to be entered into the competition. Visit <https://www.britvic.com/media-centre/competitions/2020> for Full Terms & prize details. **Promoter:** Britvic Ireland Limited.

### **TERMS & CONDITIONS**

#### **1. THE PROMOTER**

Britvic Ireland Limited, Kylemore Park West, Ballyfermot, Dublin 10. Registered in Ireland No. 7661.

#### **2. ELIGIBILITY**

The promotion is open to residents of the Republic of Ireland and Northern Ireland 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.

#### **3. THE PROMOTION**

- 3.1.** The title of the promotion is Club Competition.
- 3.2.** The promotional period will open 00:01 on 28/01/2021 (the “**Opening Date**”) to 23:59 on 01/02/2021 (the “**Closing Date**”) inclusive. All promotion entries received after the Closing Date are automatically disqualified.
- 3.3.** To enter, log into your Instagram account (or create one for free) and 1. Follow Cluborangebits on Instagram 2. Share this post to your story 3. Tag @cluborangebits and your mate in your post story share to be entered into the competition.
- 3.4.** You may enter a maximum of once during the Promotion Period. There is a maximum of 1 Prize per person.
- 3.5.** Entrants must have Internet access and Instagram to enter this promotion.
- 3.6.** The winner will be drawn under independent supervision at random from all valid entries received on 02/02/21 (“**Draw Date**”).
- 3.7.** Proof of sending will not be accepted as proof of delivery or receipt of entry. Incomplete, illegal, misdirected or late entries will not be accepted.

#### **4. THE PRIZE**

- 4.1.** The prize consists of 1 x case of Club Orange (24 cans in a case) for you and 1 x case of Club Orange (24 cans in a case) for your mate.
- 4.2.** There are two Prizes to be won in total – one for you and one for your mate.
- 4.3.** The Prize is supplied by the Promotor and administered through its agent: InSight Marketing & Brand Services, 47 Terenure Road E, Rathgar, Dublin 6, D06 AH75.
- 4.4.** Prize is not transferable and there is no cash alternative.
- 4.5.** 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.

#### **5. WINNER NOTIFICATION**

- 5.1.** The winner will be randomly selected from all valid entries received during the Promotion Period and for your total confidence the draw will be conducted by Oliver Agency, an independent promotional verification service within 1 working days of the end of the Promotion Period.
- 5.2.** Winners will be notified via the Instagram account used to enter the promotion within 1 working day of the Draw Date.
- 5.3.** Winners have 7 working day from initial notification 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.
- 5.4.** 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 entrant selected from the correct entries that were received before the Closing Date.

#### **6. PRIZE DELIVERY**

- 6.1.** Please allow 10 working days from valid acceptance for delivery of the Prize. Prizes will be delivered via registered post. A signature will be required to acknowledge delivery.
- 6.2.** If any Prizes are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the prize entitlement with no liability.

#### **7. 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;
- 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); and
- d. promotes any political agenda.

- 8.** This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing information to the Promoter and not to Instagram. By entering the promotion

all participants agree to a complete liability release for Instagram. All entries will be subject to Instagram terms of use which can be found at [www.instagram.com](http://www.instagram.com)

## 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. Promotion winners agree that 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: <http://www.britvic.com/site-services/privacy>

## 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.

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

11.6. The person from whose account the entry is sent from shall be deemed the entrant for the purposes of this Promotion. In the event that the same entry is submitted by two or more people, the first person to have uploaded the entry shall be deemed the entrant for the purposes of this Promotion. Verification of age, identity and address will be required 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 social media 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 [Fiadhnaite.McDonnell@britvic.com](mailto:Fiadhnaite.McDonnell@britvic.com)

**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 Irish law and the exclusive jurisdiction of the courts of the Republic of Ireland.