

Social Media Terms and Conditions

Short Terms and Conditions for social:

Republic of Ireland and Northern Ireland, 18+ only. Promotional Period 9am 25/04/2022 – 3pm 5/05/2022. No purchase necessary. Internet access and Instagram account required. To enter, log into your Instagram account (or create one for free) then follow Ballygowan's Instagram page and tag under the post who you would share the crate with in the comments section (your IG profile must be public). The prize includes a crate with one 750ml PET (bottle) flavour of the Hint of Fruit range. It will also include some fresh fruit in the package. Visit <https://www.britvic.com/terms-and-conditions/> for Full Terms & prize details. Promoter: Britvic Ireland Limited. Disclaimer, we are not held responsible if fruit is damaged in transit.

Full Terms and Conditions

1. This Promotion is only open to legal residents of the Republic of Ireland or Northern Ireland and aged 18+.
2. No purchase necessary, however internet access and a valid Instagram ("IG") account is required.
3. **Promotional Period:** 9am 25/04/2022 (the "Opening Date") to 3pm 5/05/2022 (the "Closing Date") inclusive. All promotion entries received after the Closing Date are automatically disqualified.
4. **To Enter:** To enter, log into your Instagram account (or create one for free) Follow Ballygowan's Instagram page and tag who under the post you would share the case with. To be eligible on IG your profile must be public (i.e. "Private account" must be turned off in the Privacy settings).
5. Multiple entries are permitted during the Promotion Period, but you may only win a maximum of 1 Prize across the Promotion Period.
6. **The Prizes:** There is one winner in total. The one winner will one 750ml PET (bottle) flavour of the Hint of Fruit range. It will also include some fresh fruit in the package.
7. **Winner Selection:** 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 on the end date of the Promotion Period.
8. **Winner Notification:** Winners will be notified via the Instagram account used to enter the promotion on the same day of the Draw Date Friday 5th May. Winners have until Tuesday 5pm 10th May 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.
9. 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.

10. **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);
 - d. promotes any political agenda.
11. 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 Facebook or Instagram. By entering the promotion all participants agree to a complete liability release for Facebook or Instagram. All entries will be subject Instagram's terms of use which can be found at www.instagram.com.
12. All entries must be made directly by the person entering the Promotion. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted.
13. The Promoter may refuse to award a Prize, or seek its recovery, in the event of an entrant's fraud, dishonesty or non-entitlement under these Terms and Conditions.
14. 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 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 cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.
15. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the Prize, except for any liability which cannot be excluded by law.
16. If an 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 the Promoter will not be liable for any failure to perform or delay in performing its obligations.
17. Save as set out in clause 19 below, your personal data will be used solely for the purposes of this Promotion by the Promoter and/or by any agent appointed by it to assist with running the Promotion on behalf of the Promoter and will not be disclosed to a third party for any other purpose. Your personal data will be handled in accordance with all relevant data protection legislation currently in force and with the Promoter's privacy policy, available at: <http://www.britvic.com/site-services/privacy>.
18. The Promoter will make available the winner's surname and county 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 chloe.rowan@britvic.com. We may nevertheless disclose the



information to the Advertising Standards Authority if required to do so. You may request a copy of the winner's surname by emailing Tanvee.puri@oliver.com. We reserve the right to refuse any or all such requests.

19. By entering this Promotion, you agree to be bound by these Terms and Conditions.

20. These Terms and Conditions are governed by Irish law and shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

Promoter: Britvic Ireland, Kylemore Park West, Dublin 10. Do not send any entries to this address.