

Pepsi – Christmas refreshed - Terms and Conditions

Short Terms and Conditions:

GB (England, Wales and Scotland), 18+ only. Promotional Period 00:01 08/11/21 – 23:59 31/12/21. No Purchase Necessary. To enter, scan the QR code on relevant promotional material, enter micro-site and answer the question correctly to enter a chance to win. Max 1 entry per person, per day. Prizes: 5 x £1,000; 100 x £50. Visit <https://www.britvic.com/terms-and-conditions/> for Full Terms & prize details. Promoter: Britvic Soft Drinks Limited.

TERMS & CONDITIONS

1. THE PROMOTER

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

2. ELIGIBILITY

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.

3. THE PROMOTION

- 3.1. The title of the promotion is Christmas Refreshed.
- 3.2. The promotional period will open 00:01 08/11/21 (the "**Opening Date**") to 23:59 31/12/21 (the "**Closing Date**") inclusive. All promotion entries received after the Closing Date are automatically disqualified.
- 3.3. To enter, scan the QR code on relevant promotional material, enter micro-site and answer the question correctly to be entered into the prize draw. You will be advised immediately on screen if and what you have won. Mobile phone required.
- 3.4. You may enter a maximum of once per day during the Promotion Period. There is a maximum of 1 Prize per person. The person from whose mobile phone Number the entry is sent from shall be deemed the entrant for the purposes of this Promotion. 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.
- 3.5. Entrants must have a mobile phone to enter this promotion.
- 3.6. 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:
 - a. 5 x £1,000 cash (provided as pre-paid credit card); and
 - b. 100 x £50 cash (provided as a pre-paid credit card).

- 4.2. There are 105 Prizes to be won in total.
- 4.3. The Prize is supplied by Ignis, as agent of the Promoter.
- 4.4. Unless otherwise stated, all expenses incurred by the winners 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 winners.
- 4.5. Prize is not transferable and there is no cash alternative.
- 4.6. 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 Promoter has allocated a series of specific times equal to the number of prizes available. The person who accesses the microsite through the QR code on or first after a specific time will be the winner of that randomly allocated prize and will receive an on-screen notification advising them of their win and asking to confirm their personal details. Non-winning entrants will also receive an on-screen message advising them that they were unsuccessful. Personal data will only be collected if an entrant wins a prize.
- 5.2. Winners have 7 days 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.
- 5.3. 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.
- 5.4. 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.

6. PRIZE DELIVERY

- 6.1. Prizes will be delivered within 28 days of winner address confirmation and subject to compliance with any reasonable request by the Promoter or its agent for proof of age or identity. The Promoter will send any updates regarding delivery to the email address with which the relevant winning moment is associated.
- 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;
- 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.

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 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.

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 details you provide when entering this promotion will be used by Ignis who are managing this promotion on behalf of the Promoter. Ignis will use your details to contact you about prizes and will handle your personal data in accordance with its privacy policy, available here: <http://www.ignis.co.uk/privacy>.
- 9.3. The names and regions of the winners of the £1,000 prizes will be available by sending an email to pepsimaxuk@britvic.com with "Christmas Refreshed winners" in the title, to arrive between 1 February and 1 April 2022. In the event a winner requests that the Promoter will withhold this data, the Promoter and the winner will confirm an acceptable reference. In any case, if the ASA requests confirmation of the existence of winners, or evidence of receipt of prizes, the Promoter shall be entitled to make the name and region of any winner available to the ASA only (in accordance with the CAP Code 8.28.5).
- 9.4. 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.
- 9.5. Entrants' personal data will be used and will be held in accordance with the Promoter's Privacy Policy, which is available here: www.britvic.com/privacy-policy/

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 decisions of the Promoter.
- 10.2. Bulk entries made from trade, consumer groups or third parties will not be accepted. If it becomes apparent that a participant is using a computer(s) 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 in order to increase that participant's entries into the draw 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.
- 10.7. Verification of age, identity and address will be required before any prizes are awarded.

- 10.8. 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.
- 10.9. 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.
- 10.10. 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.
- 10.11. 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.
- 10.12. 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.
- 10.13. Subject to the winner's consent, the name and county of each of the winners will be available by sending an email to pepsimaxuk@britvic.com
- 10.14. The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- 10.15. 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.
- 10.16. 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.

