

Tesco ROI – Terms and Conditions for Pepsi Taste Prize Draw for ROI (NON-PURCHASE RELATED)

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

1. The Promotion is open to ROI residents aged 18+ only, excluding employees and the immediate families of Tesco and Britvic, their affiliates or agents and any other person who is professionally associated with this promotion.
2. The Promotion opens on 06/01/2021 at 9:00am and closes on 02/02/2021 at 11.59pm (“Closing Date”). Entries received after this time will not be counted.
3. Entry into this Promotion shall be deemed to be a full and unconditional acceptance by the entrant of these Terms and Conditions.
4. Failure to adhere to these Terms and Conditions may result in disqualification from the Promotion and forfeiture of the Prize.
5. No purchase necessary, however a mobile is required.
6. A maximum of one text entry per mobile number will be accepted during the promotional period.
7. To enter, participants must text the word TASTE to 50400. No other form of entry will be accepted.
8. Entrants must obtain the phone owner’s permission before entering.
9. In the event of the entrant’s mobile number changing or the mobile being lost, stolen or damaged during the promotion, the Promoter is not able to retrieve or amend any existing entries to a new mobile number.
10. Winners will be drawn at random by an independent auditor, from all valid entries received by the Closing Date.
11. Winners will be notified via the telephone number used at the time of entry within 28 days of the Closing Date (“Original Notification”) and will be required to respond to confirm eligibility and acceptance of the Prize within 2 days of the Original Notification.
12. The Promoter’s decision will be final and no correspondence will be entered into.

13. If any winner does not confirm acceptance of their prize within 2 days of the Original Notification, the Promotor reserves the right to disqualify their entry and award the prize to a reserve winner drawn at the same time as the original draw. Reserve winners may have less time to respond.
14. There are 24 prizes to be won in total. Each Prize consists of: 1 x €71 Tesco Voucher. The Prizes are supplied by the Promotor and administered through its agent: MixTape Marketing – Birch House, 6 Rosemount Business Park, Dublin 11.
15. Prizes are non-transferable or exchangeable and cannot be sold or auctioned or redeemed for monetary value or for any other form of compensation. No cash or other alternative to a prize will be offered, save for in the event of unforeseen circumstances, in which the Promoter reserves the right to offer an alternative reward of equal or greater value than the original.
16. All text entries will be free of charge to all networks within the Republic of Ireland. Standard network rates apply.
17. 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.
18. The Promoter accepts no responsibility for entries not received, not delivered, incomplete, indecipherable, or not in accordance with the entry instructions. No responsibility will be accepted for any entries that are delayed or that are unable to be sent due to lack of network coverage, operator error, handset MMS incompatibility issues, messaging loss, delays or billing issues or any other reasons beyond its control. The mobile provider running the mobile element of this Campaign is Service Provider (SP) Dunnhumby (01) 4769634 (Dunnhumby Ireland Limited, Floor 3, Building 2, Harbour Square, Crofton Road, Dun Laoghaire, Co Dublin, Ireland).
19. The Promoter reserves the right to exclude any entries, which it believes to be fraudulent or based on misconduct.
20. 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.
21. Winners may be required to participate in publicity without further consent or payment. By entering, you agree to allow the Promoter to use your name, and county of residence if selected as a winner, in making a Winner List

available. The Winner List can be requested by sending an email to Niamh.blighe@britvic.com for 2 weeks from 2 February 2021.

22. 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.
23. 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.
24. No correspondence will be entered into in relation to any dispute arising out of the Promotion or its termination or cancellation.
25. The Promoter will not be liable to any entrant for any failure, cancellation or other discontinuance or delay affecting the Promotion or any prize offered during the course of the Promotion.
26. 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.
27. Your personal data will be used solely for the purposes of this Promotion by the Promoter and/or by any agent appointed by the Promoter 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>.
28. These Terms and Conditions are governed by and construed in accordance

with the laws of Ireland and subject to the exclusive jurisdiction of the Irish Courts.