

#### **SUMMARY TERMS & CONDITIONS**

Tesco only. 18+ GB (England, Wales, and Scotland) only. Promo Period 09:00 30<sup>th</sup> August 2023 – 23.59 24<sup>th</sup> October 2023, or when all digital coupons are claimed, whichever is first. Mobile phone required. Purchase necessary. To claim, purchase any Pepsi MAX product from participating Tesco stores, then scan the QR code located on the instore POS or visit www.shareapepsipromotion.co.uk and enter full name and mobile phone number. To send 1 recipient a FREE 500ml bottle of Pepsi MAX Core, click on the link within the digital couponing site to send them the digital coupon via WhatsApp. Once the link has been sent, you will receive a 50p money off next purchase digital coupon which can be redeemed against a participating Pepsi MAX product. Max one (1) FREE 500ml Pepsi MAX Core coupon to be sent per claimant. Max (1) of both coupons per claimant and recipient. Participating products only. 10,000 FREE 500ml bottle coupons and 10,000 50p money off next purchase coupons, 20,000 in total. FREE 500ml Pepsi MAX Core digital coupon to be claimed within 10 days of being activated. Coupon must be activated within 24 hours of sending. 50p money off next purchase coupon to be live until Friday 3<sup>rd</sup> November 2023. Exclusions apply. Full T&Cs and participating products: <a href="https://www.britvic.com/terms-and-conditions/">https://www.britvic.com/terms-and-conditions/</a> Promoter: Britvic Soft Drinks Ltd. 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 claimants 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, 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.
- 4.2 Purchase of any Pepsi MAX product from participating Tesco stores is necessary to enter the promotion. Mobile phone required.

# 5. THE PROMOTION



- **5.1.** The title of the promotion is 'Share a Pepsi Promotion'.
- **5.2.** The promotional period will open at 09:00 30<sup>th</sup> August 2023 (the "Opening Date") to 23:59 on 24<sup>th</sup> October 2023 (the "Closing Date") or when all 20,000 coupons are claimed, whichever is first. All promotion claims received after the Closing Date or when all coupons are claimed are automatically disqualified.
- 5.3. To claim the FREE 500ml Pepsi MAX Core for a chosen recipient, purchase any Pepsi MAX product from participating Tesco stores, the claimant must scan the QR code located on the instore POS or visit www.shareapepsipromotion.co.uk and fill in their full name, mobile phone number and tick the T&Cs and privacy policy during the promotional period. They will be invited to send the recipient who must be over 18 years of age a unique link which will be within the digital couponing site to claim their FREE 500ml Pepsi MAX Core via WhatsApp, they will be able to send the WhatsApp message to a recipient after they have filled in their details. Once the claimant has sent the recipient the unique link, the recipient will then need to click the link which has been sent on a WhatsApp message within 24hours to access and activate their digital coupon. If the recipient does not click on the link within 24 hours, it will expire, and the recipient will no longer be able to access the digital coupon. Before activating the coupon, the recipient will be asked to tick to accept the T&Cs and Privacy Policy. They will be instructed to take the digital coupon to a Tesco store to redeem. The digital coupon once activated will be live for 10 days. If any coupons are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the coupon to the reward pool.
- **5.4.** To be able to claim the 50p money off next purchase of a participating Pepsi MAX product coupon the claimant must have sent the unique link to claim a FREE 500ml Pepsi MAX Core to the recipient. As a thank you for sending the link to the recipient the claimant will automatically receive a digital coupon for 50p off a participating Pepsi MAX product as a thank you via SMS message to their phone number provided. The link does not need to be activated by the recipient for the claimant to receive the 50p off digital coupon. The digital coupon will be off their next purchase. They will be instructed to take the digital coupon to a Tesco store to redeem. The digital coupon will be active until Friday 3<sup>rd</sup> November 2023. If any coupons are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the coupon to the reward pool.
- **5.5.** If delivery will be delayed due to the Covid-19 pandemic and resulting Government restrictions all winners affected will be immediately contacted by the Promoter and kept updated of any unavoidable changes and revised delivery dates.
- **5.6.** The coupon terms and conditions can be found at <a href="www.shareapepsipromotion.co.uk">www.shareapepsipromotion.co.uk</a>. Please click the drop-down box on the page to be able to read them.
- **5.7.** Maximum of one (1) FREE 500ml Pepsi MAX Core coupon to be sent per claimant, during the Promotional Period. Maximum of one (1) coupon per recipient. If the claimant sending the (1) FREE 500ml Pepsi MAX Core sends to more than (1) recipient, only the first recipient who claims will be able to claim, all other coupons will become invalid.
- **5.8.** Maximum of one (1) 50p money off next purchase coupon to be sent back to the claimant, during the Promotional Period.
- 5.9. Participating Products Redeemable FREE Pepsi Max Core 500ml

Pepsi MAX Core 500ml



PEPSI MAX 330ML CAN MP8X3

PEPSI MAX CHY 330ML CAN MP8X3

PEPSI MAX RASP 330ML CAN MP8X3

PEPSI MAX LIME 330ML CAN MP8X3

PEPSI MAX 1.5L PET X12 (NPF15)

PEPSI MAX CHY 2L PET X8

PEPSI MAX 2L PET X8

PEPSI MAX RASP 2L PET X8

PEPSI MAX LIME 2L PET X8

PEPSI MAX 2L PET MP4X1

PEPSI MAX CHY 330ML CAN X24

PEPSI MAX CHY 330ML CAN MP6X4

PEPSI MAX 2L PET X192 K-ROLL

PEPSI MAX 330ML CAN MP24 (FILM)

PEPSI MAX CHY 330ML CAN MP24 (FILM)

PEPSI MAX LIME 330ML CAN MP24 (FILM)

PEPSI MAX 1.25L PET X12

PEPSI MAX CHY 1.25L PET X12

PEPSI MAX RASP 1.25L PET X12

PEPSI MAX LIME 1.25L PET X12

PEPSI MAX CAFFEINE FREE 2L PET X8

PEPSI MAX CAFFEINE FREE 330ML CAN MP8X3

PEPSI MAX CHY 500ML PET X12

PEPSI MAX RASP 500ML PET X12

PEPSI MAX LIME 500ML PET X12

All products are whilst stocks last and are subject to availability.

**5.11.** Proof of sending will not be accepted as proof of delivery or receipt of claim. Incomplete, illegible, misdirected, or invalid claims will not be accepted. The Promoter takes no responsibility for claims delayed or lost due to technical reasons or otherwise.

## 6. THE COUPONS



- **6.1.** The digital coupons consist of (1) FREE 500ml Pepsi MAX Core digital coupon and 1x 50p money off next purchase digital coupon which can be redeemed against a participating Pepsi MAX product.
- **6.2.** There are 10,000 FREE 500ml Pepsi MAX Core digital coupons and 10,000 50p money off next purchase coupons available. 20,000 in total.
- **6.3.** The coupons are supplied by the Promoter and administered through its agent/s
  - 6.3.1. Savvy Marketing, 15-17 High Ct Ln, Leeds LS2 7EU
  - 6.3.2. Halo Promo Risk, 184 Shepherds Bush Rd, London W6 7NL
  - 6.3.3. Zappit, 727-729 High Road, London, N12 OBP
- **6.4.** The coupons are non-transferable, non-refundable and cannot be ex-changed for any cash alternatives in whole or in part.
- **6.5.** The Promoter reserves the right to replace the coupon with an alternative coupon of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.

### 7. LIMITATION OF LIABILITY

7.1. Insofar as is permitted by law, the Promoter, its agents, or distributors will not in any circumstances be responsible or liable to compensate a claimant or recipient, or accept any liability for any loss, damage, personal injury, or death occurring in connection with this promotion and/or as a result of taking up their coupon 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.

## 8. DATA PROTECTION

- 8.1. By entering the promotion, you agree that any personal information provided by you with the promotion claim may be held and used only by the Promoter or its agents and suppliers to administer this promotion.
- 8.2. The Promoter will only use the personal details supplied for the administration of the promotion and for no other purpose unless we have your consent. Claimants' 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: <a href="https://www.britvic.com/privacy-policy/">https://www.britvic.com/privacy-policy/</a>. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to <a href="mailto:britvicteam@getsavvy.com">britvicteam@getsavvy.com</a>. By participating in the Promotion, you agree to the use of your personal data as described here. All personal data will be deleted on Wednesday 24<sup>th</sup> January 2024.

### 9. GENERAL

9.1. The Promoter reserves the right to verify all claims including but not limited to asking for proof of purchase, address, and ID (passport, driving licence or equivalent). 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 promotion 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 claimant from participating in the promotion.
- 9.2. 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 cancel, modify or suspend the promotion or invalidate any affected claims. 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.
- 9.3. It is the responsibility of the claimant to provide their correct, up-to-date details when entering the Promotion. The Promoter cannot be held responsible for winners failing to supply accurate information which affects delivery of their coupon.
- 9.4. 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 claim to the Promotion.
- 9.5. Claims (bulk or otherwise) made from trade, consumer groups, syndicates or third parties will not be accepted. Claims or via third parties or syndicates, claims by macros or other automated means and claims 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 claims into the promotion in a way that is not consistent with the spirit of the promotion, that person's claims will be disqualified and any coupon award will be void.
- 9.6. The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- 9.7. 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.
- 9.8. 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.