

TEXT TO WIN Terms and Conditions

Short Terms and Conditions:

GB (England, Wales, and Scotland), 18+ only. Promotional Period 12:00 04/11/21– 23:59 01/12/21. Purchase Necessary. To enter weekly prize draws, purchase a participating Pepsi Max promotional pack from participating ASDA stores, then text MEALS and the last 4 digits of the product barcode to 60777. Max 1 entry per mobile/person. 1 prize per household. Prizes: 250 x £100 Prezzo restaurant gift cards. 62 winners weekly 04/11/21 – 24/11/21, 64 winners weekly 25/11/21 – 01/12/21. Standard network rates apply. Prizes must be claimed in 7 working days. Visit <https://www.britvic.com/terms-and-conditions/> for Full Terms & prize details. Promoter: Britvic Soft Drinks Ltd, Breakspear Park, Breakspear Way, Hemel Hempstead HP2 4TZ. Selected stores. 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 entrants 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 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.

4.2 Purchase of participating promotional products from participating ASDA stores is necessary to enter the promotion.

5. THE PROMOTION

- 5.1. The title of the promotion is 'ASDA Pepsi Max Win Christmas your Way: Family Meal Gift Cards'.
- 5.2. The promotional period for each prize draw shall be the corresponding week set out in 6.11 (for example, the promotional period for the draw taking place on 11/11/21 shall be: 12:00 04/11/21 – 23:59 10/11/21)

(each a “**Promotional Period**”; together the “**Promotional Periods**”). All promotion entries received outside of the relevant Promotional Period are automatically disqualified.

- 5.3.** To enter weekly prize draws, purchase a participating promotional product during the promotional period from participating ASDA stores then text MEALS, followed by the last 4 digits of the product barcode, to 60777 during the promotional period. Please see 5.5. for list of participating promotional products.
- 5.4.** Maximum of one (1) entry per mobile per person, during the Promotional Period. Maximum of one (1) prize per household. 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 events are submitted by the same Mobile Phone Number, the first entry shall be deemed the valid entry for the purposes of this Promotion. Anyone entering more than once using multiple handsets, multiple identities or computerised or automated systems will be disqualified from the Promotion.

5.5. Promotional Products:

2L Pepsi Max

2L Pepsi Max Raspberry

2L Pepsi Max Cherry

2L Pepsi Max Lime

8x330ml Pepsi Max

8x330ml Pepsi Max Raspberry

8x330ml Pepsi Max Cherry

8x330ml Pepsi Max Lime

24x330ml Pepsi Max

24x330ml Pepsi Max Raspberry

24x330ml Pepsi Max Cherry

24x330ml Pepsi Max Lime

- 5.6.** 5.6 Entrants must have a Mobile Phone to enter this promotion. Text messages will be charged at your standard network rate (they may not be included within any free text package). Please check with the bill payer before sending a text entry. Entrants are advised to take care when submitting an entry; the Promoter is not responsible for mistypes and incorrect texts may still be charged. Only correctly submitted entries will be accepted. For the avoidance of doubt, text entries featuring spelling mistakes will be disqualified. Capital or lowercase letters will both be accepted. Entries received after the closing date will not be entered but may still be charged.
- 5.7.** Entrants who do not enter correct details or those who make an entry on someone else’s behalf will be disqualified, at the Promoter’s discretion.
- 5.8.** Proof of sending will not be accepted as proof of delivery or receipt of entry. Incomplete, illegible, misdirected, or invalid entries will not be accepted. The Promoter takes no responsibility for entries delayed or lost due to technical reasons or otherwise.

6. THE PRIZE

- 6.1. The prize consists of 250 x £100 Prezzo gift cards.
- 6.2. Gift cards will be valid for 18 months from the date the prize is claimed. Once this card expires, any remaining balance will be cancelled and cannot be recredited.
- 6.3. This card may not be exchanged for cash. This card is not a cheque guarantee, credit, debit, or charge card. This card can be used at any Prezzo restaurant.
- 6.4. No change will be given but the balance can be kept for future purchases. This card may be used to pay for food and drink to a higher value than the value stored on the card but the difference must be paid for by credit/debit card.
- 6.5. For full gift card terms & conditions please see: <https://support.prezzorestaurants.co.uk/hc/en-us/articles/4406608246289-Gift-card-Egift-Terms-and-Conditions>
- 6.6. There are 250 Prizes to be won in total.
- 6.7. The Prize is supplied by the Promoter (the "Supplier") and administered through its agents:
 - 6.7.1. Get Savvy Marketing, 15-17 High Ct Ln, Leeds LS2 7EU; and
 - 6.7.2. Active Consultancy, Active House, 51 Wolsey Rd, Esher KT10 8NT.
- 6.8. 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.
- 6.9. The prize is non-transferable, non-refundable and cannot be ex-changed for any cash alternatives in whole or in part. The decisions of the Promoter are final in relation to the promotion and no correspondence will be entered into.
- 6.10. 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.

WINNER NOTIFICATION

- 6.11. Winners will be selected on a weekly basis via a randomised computer process. Each weekly draw will consist of all valid entries received in the previous 7 days to the draw. The weekly draws will take place on:
Week 1 12:00 04/11/21 – 23:59 10/11/21 – The draw will take place on 11/11/21
Week 2 12:00 11/11/21 – 23:59 17/11/21 – The draw will take place on 18/11/21
Week 3 12:00 18/11/21 – 23:59 24/11/21 – The draw will take place on 25/11/21
Week 4 12:00 25/11/21 – 23:59 01/12/21 – The draw will take place on 02/12/21
- 6.12. 62 winners will be randomly selected on from all valid entries received during each 7-day window for the first 3 weeks of the competition (04/11/21 – 24/11/21). 64 winners will be randomly selected from all valid entries received during the 7 day window for the last week of the competition (25/11/21 – 01/12/21). 250 winners will be randomly selected in total.
- 6.13. Winners will be notified via text message on the Mobile Phone Number used to enter the promotion within 4 working days of each Draw Date. Winners will then be contacted via phone call to confirm prize acceptance and provide personal details including name and delivery address. Verification of age, identity

(passport, driving licence or equivalent) and address will be required before any prizes are awarded.

6.14. Two attempts will be made to contact each winner via phone call over a 7 working day period. Winners have 48 hours from 2nd attempt (which will be 48 hours after the first attempt) 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 using the same methodology as described in clause 6.11. A voicemail will be left if possible, which winners will need to respond to within 48 hours from the 2nd attempt. Entrants are encouraged to monitor their connections during this time in case they are a winner.

6.15. 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 using the same methodology as described in clause 6.11. The process will repeat for a period of 3 months following competition close until an eligible winner is able to claim the prize. Following this 3-month period, all remaining prizes will become null and void.

7. PRIZE DELIVERY

7.1. Please allow 20 working days from valid acceptance and the completion of the verification process for delivery of the gift card. Gift cards will be delivered via royal mail first class post and may require a signature on arrival.

7.2. 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.

7.3. If any Prizes are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the prize entitlement with no liability.

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 a winner or accept any liability for any loss, damage, personal injury, or death occurring as a result of taking up their 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 Promoter will make available a list of winners' surnames and counties 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 britvictteam@getsavvy.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 list by emailing britvicteam@getsavvy.com. We reserve the right to refuse any or all such requests.

- 9.3.** The winners may be requested to take part in reasonable publicity in connection with this promotion. The promoter may request to use the winners' name and image in connection with such publicity.
- 9.4.** Entrants' 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: <https://www.britvic.com/privacy-policy/>. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to britvicteam@getsavvy.com. By participating in the Promotion, you agree to the use of your personal data as described here. All personal data will be deleted on 01/03/2022.

10. GENERAL

- 10.1.** The Promoter reserves the right to verify all entries. 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 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 entrant from participating in the promotion.
- 10.2.** 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 modify or suspend the promotion or invalidate any affected entries/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.
The Promoter reserves the right to hold, void, suspend, cancel, or amend the prize promotion where it becomes necessary to do so.
- 10.3.** 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.
- 10.4.** 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 entry to the Promotion.
- 10.5.** Entries (bulk or otherwise) made from trade, consumer groups or third parties will not be accepted. 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.

10.6. The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.

10.7. 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.

10.8. 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 unless you live in Scotland in which case your local courts will have jurisdiction.