



# Terms & Conditions

## Summary Terms and Conditions:

UK & ROI, 18+ only. Purchase necessary. **Gift and Instant Win:** 00:01 01/10/22 – 23:59 31/12/22. **Wrap Up Prize Draw:** 01/01/23 – 31/03/23. To enter, purchase a promotional product, visit [www.rockstar.co.uk/xbox](http://www.rockstar.co.uk/xbox), enter your details and the code from your can to receive the Gift and find out if you have won. Purchase required. **Gift:** 1 x 1 month Xbox Game Pass Ultimate (New members only, credit or debit card required) until 31/12/22. Max 1 Gift per Microsoft account. **UK Instant Win Prizes:** Chance to win 1 of 12 x Xbox Series S Consoles OR 12 x Xbox wired headsets. **ROI Instant Win Prizes:** Chance to win 1 of 12 x Xbox Series S Consoles OR 2 x Xbox wired headsets. **UK Wrap Up Draw Prize:** 1 x Xbox wired headsets. **ROI Wrap Up Draw Prize:** 1 x Xbox wired headsets. **Retain receipt.** Internet access required. Max 1 entry per person per day. Max 1 Prize per person. **Xbox Game Pass Ultimate:** Redeem at [microsoft.com/redeem](http://microsoft.com/redeem) before 17.04.23. Valid for new Xbox Game Pass Ultimate members only. Credit or debit card required. **Unless you cancel, you will be charged the then-current regular membership rate when the 1-month Xbox Game Pass Ultimate ends (£10.99/month standard).** Subject to the Microsoft Services Agreement, Game Pass terms and system requirements at: [xbox.com/subscription](http://xbox.com/subscription) terms. Visit [www.rockstarenergy.co.uk/xbox](http://www.rockstarenergy.co.uk/xbox) for full T&Cs and Prize details. **Promoter:** PepsiCo International Limited, Building 4 Chiswick Park, 566 Chiswick High Road, London, W4 5YE and Portfolio Concentrate Solutions UC, 70 Sir John Rogerson's Quay, Dublin 2, Ireland.

## Full Terms and Conditions:

1. This Promotion is open to residents of the United Kingdom and the Republic of Ireland aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion.
2. Purchase is necessary. **Please retain an itemised receipt that states the time and date of purchase prior to entry, but within the Promotion Period, as this may be required for validation and in order for the winner to receive their Prize.** Internet access and a valid email address are required.
3. **Promotion Period:**
  - a. **Gift and Instant Win:** Enter between 00:01 BST on the 1 October 2022 and 23:59 GMT on the 31 December 2022 inclusive. Gift only available until 31 December 2022 and must be redeemed before 17 April 2023.
  - b. **Wrap Up Draw:** Enter between 00:01 GMT on the 1 January 2023 and 23:59 BST on the 31 March 2023 inclusive.
4. **To Enter:**
  - a. **Instant Win and Wrap Up Draw:** Purchase a Promotional Product, see clause 8 for details, visit [www.rockstarenergy.co.uk/xbox](http://www.rockstarenergy.co.uk/xbox) and complete the online form providing your details (name, address, email address and contact telephone number) and enter the code found on the bottom of the can to find out instantly if you have won a Prize.

### **PromoVeritas Ltd**

Run It Right

Monument House, 215 Marsh Road, London HA5 5NE UK

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5. **Gift:** On entering the Promotion each entrant will receive 1 x 1 month Xbox Game Pass Ultimate (new Xbox Game Pass Ultimate members only). Gift only available until 31 December 2022 and must be redeemed before 17 April 2023.
6. **Further Gift Details and Conditions:**
  - a. Redeem at [microsoft.com/redeem](https://microsoft.com/redeem) by 17/04/2023. Valid for new Ultimate Xbox Game Pass members only. Credit card required. **Unless you cancel, you will be charged the then-current regular membership rate when the promotional period ends (£10.99/month standard).** Limit: 1 per person/Microsoft account. Subject to the Microsoft Services Agreement, Game Pass terms and subscription requirements at [xbox.com/subscription](https://xbox.com/subscription) terms.
  - b. Visit [here](#) to see details of cancellation.
7. **Promotional Products:**
  - a. Rockstar Energy Drink Original (500ml)
  - b. Rockstar Energy Drink Punched Tropical Guava (500ml)
  - c. Rockstar Energy Drink Xdurance (500ml)
  - d. Rockstar Energy Drink El Mango (500ml)
8. Maximum of 1 entry is permitted per person per day during the Promotion Period. One itemised receipt per entry receipt must state the time and date of purchase, which must pre-date the entry date and time, but be within the Promotion Period.
9. **Max 1 Gift per Microsoft account. No person may win more than 1 Prize.**
10. **Winner Selection:**
  - a. **Instant Win:** During the Promotion Period, 38 "winning moments" (days, hours, minutes, seconds) have been randomly selected by an independent verification service. The first entry of a valid promotional batch code on or after that winning moment will be awarded the Prize. If no entry is received between one winning moment to the next, the Prize from that winning moment will be rolled over, creating an additional winning moment. All 24 x UK Prizes & 14 x ROI Prizes are available to be won.
  - b. **Wrap Up Draw:** 2 Winners will be randomly selected from all valid entries received during the Wrap Up Draw Period. The Prize draw will be conducted by PromoVeritas, within 5 working days of the close of the Wrap Up Prize Draw Period.
11. **UK Instant Win Prizes:** During the Promotion Period, there are a total of 24 x UK Instant Win Prizes to be won by entrants residing in the United Kingdom.
  - a. 12 x Xbox Series S Consoles
  - b. 12 x Xbox wired headsets



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12. **ROI Instant Win Prizes:** During the Promotion Period, there are a total of 14 x ROI Instant Win Prizes to be won by entrants residing in the Republic of Ireland.
  - a. 12 x Xbox Series S Consoles
  - b. 2 x Xbox wired headsets
  
13. **UK Wrap Up Draw Prize:** 1 winner residing in the United Kingdom will win 1 x Xbox wired headset.
  
14. **ROI Wrap Up Draw Prize:** 1 winner residing in the Republic of Ireland will win 1 x Xbox wired headset.
  
15. **Winner Notification:**
  - a. **Instant Win:** The provisional winning entrants will be instantly notified on screen and asked to follow the instructions to claim their Prize. Winners will also receive a confirmation email to their email address used upon entry, confirming their Prize and will be required to follow the instructions within 14 working days of initial contact. If a provisional winner does not follow the instructions either on screen or in the confirmation email within 14 days of initial contact, the Promoter reserves the right to disqualify those provisional winners and return the Prizes to the promotion Prize pool which may be won by another entrant during the Promotion Period.

Any claims received that don't meet these requirements or are received after the Claim Period, will be void and invalid and we reserve the right to return the Prize to the Promotion Prize pool which may be won by someone else during the Promotion Period.
  
  - b. **Wrap Up Draw:** The provisional winners will be contacted via the email address provided on entry within 5 days of Wrap Up Draw Winner Selection and will be asked to provide evidence of identity and eligibility. Reasonable efforts will be made to contact the winners. If a winner does not respond to the initial contact within 14 days, the Promoter reserve the right to disqualify that entrant and award the Prize to a reserve selected in the same manner. Reserve winners may have less time to respond.
  
16. **Prize Acceptance:** Once eligibility of a Prize is confirmed and the Prize is accepted, fulfilment of the Prizes will take place within 28 days of acceptance of the Prizes. In the unlikely event that a Prizes does not arrive within 28 days the Winner must inform the Promoter by emailing [rockstar@promowinners.com](mailto:rockstar@promowinners.com). If a winner does not do so, the Promoter reserves the right to not reissue the Prize or limit its value at its sole discretion.
  
17. Provided no objection is received from the winners, a winners list containing the surname and county of residence of the Prize winners will be made available by the Promoter 4 weeks after the close of the Promotion Period, for a period of 8 weeks. It will be available by sending a request via the Rockstar Contact [www.rockstarenergy.co.uk/contact](http://www.rockstarenergy.co.uk/contact). Winners can object to their details being published by sending a request via the Rockstar Contact [www.rockstarenergy.co.uk/contact](http://www.rockstarenergy.co.uk/contact) Without prejudice, the Promoter will provide winner information to the Advertising Standards Authority when requested by them.



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18. The Promoter may request that the winners participate in publicity arising from the Promotion. Participation is at the winner's discretion and is not a condition of Prize Acceptance.
19. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you enter in a way that is not consistent with these Terms & Conditions, your entries (and any of your associated aliases) will be disqualified. Any Prize awarded may be void and recoverable, and the Promoter reserves the right to bar you from entering future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:
  - a. Verify the eligibility of entrants and/or provisional winners by requesting such information it consider reasonably necessary for this purpose. Entry or a Prize may be withheld until verification is completed.
  - b. Disqualify entries that are not made directly by the individual entering the Promotion.
  - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
  - d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
  - e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
  - f. Disqualify entrants who tamper with the entry process.
  - g. Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
  - h. Cancel, modify or suspend the Promotion should it not be capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion.
20. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason a Prize is not available, the Promoter reserves the right, at its sole discretion to substitute that Prize for another of equal or greater value.
21. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other



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reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to [www.rockstar.co.uk/xbox](http://www.rockstar.co.uk/xbox).

22. The Promoter and its associated agencies and companies are not 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/a Prize(s), except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence.
23. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances.
24. Any and all personal data provided by you in connection with this Promotion will be used solely by the Promoter (or its appointed agents) to: (i) assist with running the Promotion; and/or (ii) conduct analytics to improve the Promoter's promotions, products, or services. The Promoter (or its appointed agents) will not contact you for reasons other than this Promotion unless you have provided your express consent. All personal data will be handled in accordance with the Promoter's privacy policy, available at: <https://pepsicoprivacypolicy.com/>
25. If any part/s of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.
26. By entering, you will be deemed to have agreed to be bound by these Terms & Conditions.
27. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
28. These Terms & Conditions are governed by English law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England and Wales.

## Promoter:

UK: PepsiCo International Limited, Building 4 Chiswick Park, 566 Chiswick High Road, London, W4 5YE

ROI: Portfolio Concentrate Solutions UC, 70 Sir John Rogerson's Quay, Dublin 2, Ireland.

Together the "Promoter".

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1. This document has been created for a specific promotion. If used for a different promotion it could result in terms that are not fit for purpose.

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2. Unauthorised copying of this document in whole or in part will constitute an infringement of copyright.
3. Changes made to these Terms & Conditions will not be legally valid unless agreed in writing by PromoVeritas. It is the responsibility of the Client to inform PromoVeritas of any such changes, as this may affect the legality, operation and delivery of the Promotion.

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