

## **SHORT TERMS AND CONDITIONS**

### **National Short Terms & Conditions (Only for use in Morrisons and Social Media advertising)**

GB, (England, Wales and Scotland), 18+ only. Opens 00:00 20.04.23 – 23:59 20.06.23. Purchase necessary. Internet access required. To enter prize draw, purchase any Robinsons Fruit Creations product, and scan QR code on instore POS or visit [www.fruitcreationsmakeover.com](http://www.fruitcreationsmakeover.com) & enter name, email, retailer, favourite Robinsons Fruit Creations flavour & room design from six themes available. Max 1 entry per person/email, per week, max 10 entries in total. Max 1 prize per person/email. Retain receipt. Prizes incl. 1 x £5,000 Room Makeover prize for winner's home (one room only: either living room or bedroom). Full T&Cs & prize details: [www.fruitcreationsmakeover.com](http://www.fruitcreationsmakeover.com)

### **Asda Short Terms & Conditions:**

GB, (England, Wales and Scotland), 18+ only. Opens 00:00 20.04.23 – 23:59 20.06.23. Purchase necessary. Internet access required. To enter prize draw, purchase any Robinsons Fruit Creations product, then text MAKEOVER to 66777 or visit [www.fruitcreationsmakeover.com](http://www.fruitcreationsmakeover.com) & enter name, email, retailer, favourite Robinsons Fruit Creations flavour & room design from six themes available. Max 1 entry per person/email, per week, max 10 entries in total. Max 1 prize per person/email. Retain receipt. Prizes incl. 1 x £5,000 Room Makeover prize for winner's home (one room only: either living room or bedroom) & 100 x £50 George Gift Cards . Standard network rates apply. Please check with the bill payer before sending a text entry. Full T&Cs & prize details: [www.fruitcreationsmakeover.com](http://www.fruitcreationsmakeover.com).

## **FULL TERMS AND 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 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.

### **5. THE PROMOTION**

5.1. The title of the promotion is 'WIN a Technicolour Room Makeover'.

- 5.2. The promotional period will open at 00:00 on 20.04.23 (the “Opening Date”) to 23:59 on 20.06.23 (the “Closing Date”) inclusive. All promotion entries received before the Opening Date or after the Closing Date are automatically disqualified.
- 5.3. The promotion is open to Sainsbury’s, Tesco, Asda and Morrisons consumers. To enter the prize draw, purchase any Robinsons Fruit Creations Product (see below for product list), scan the QR code on the instore POS or visit [www.fruitcreationsmakeover.com](http://www.fruitcreationsmakeover.com) and enter your name, email address, retailer, your favourite Robinsons Fruit Creations flavour and room design from the selection available. Please see sections 6 and 7 for further detail on the room design.
- 5.4. **ASDA CUSTOMERS ONLY:** To enter the prize draw, purchase any Robinsons Fruit Creations product, then text MAKEOVER to 66777 where you will receive message back containing a link to the promotion website. Or visit [www.fruitcreationsmakeover.com](http://www.fruitcreationsmakeover.com) and enter your name, email address, retailer, your favourite Robinsons Fruit Creations flavour and room design from the selection available. Please see sections 6 and 7 for further detail on the room design. 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. Capital or lowercase letters will both be accepted. Entries received after the closing date will not be entered but may still be charged. Anyone entering more than once using multiple handsets, multiple identities or computerised or automated system will be disqualified from the promotion. Please note your entry will not be complete until you have submitted the details required on the promotion website.
- 5.5. Entrants must retain their receipt as proof of purchase showing date of purchase during the Main Promotional Period and prior to date of entry. The Promotor, acting in its sole discretion, may request evidence of this before awarding any prizes.
- 5.6. Entrants are advised to take care when submitting an entry; the Promoter is not responsible for any mistakes which might be caused by incorrect entry details. Entrants from Asda must ensure they complete the full entry on the promotion website, the submission of a text message will not be deemed as a full and complete entry.
- 5.7. Purchase of a Robinsons Fruit Creations product, from a participating retailer is necessary to enter the promotion:
- i. – Robinsons Fruit Creations Blackberry & Blueberry 1L
  - ii. – Robinsons Fruit Creations Strawberry & Watermelon 1L
  - iii. – Robinsons Fruit Creations Lemon & Raspberry 1L
  - iv. – Robinsons Fruit Creations Orange & Mango 1L
  - v. – Robinsons Fruit Creations Pineapple, Mango & Passionfruit 1L
  - vi. – Robinsons Fruit Creations Peach & Raspberry 1L
- 5.8. Participating retailers: Sainsbury’s, Tesco, Asda & Morrisons. Advertisement of the Promotion will differ across the participating retailers due to differing media periods instore, and the selection of Gift Cards on offer. Please see 6.1. for full breakdown of prizes per retailer. Entrants from all retailers will be able to enter across the entire Promotional Period, despite differing media periods instore.

- 5.9. Maximum of 1 entry per person/email, per week. Maximum of ten (10) entries per person/email across all participating retailers, during the Promotional Period. Entrants must only enter using 1 email address.
- 5.10. Maximum of 1 prize awarded per person of any prize. For the avoidance of doubt, if a previous winner is selected as a subsequent winner, the prize will be forfeit and another winner will be drawn.
- 5.11. 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.
- 5.12. Incomplete, illegal, misdirected, or invalid entries will not be accepted. The Promoter takes no responsibility for entries delayed or lost due to technical reasons or otherwise.
- 5.13. Internet access required.

## 6. THE PRIZE

6.1 There are a total of 155 prizes available. The prizes vary depending on which participating retailer a product is purchased from, as follows:

i. Sainsbury's:

- 1. 2 x £5,000 Room Makeover
- 2. 36 x Habitat gift cards (1x £1000, 5x £500, 10x £250 and 20x £100). See gift card terms here (clause 9): <https://www.habitat.co.uk/help/terms-and-conditions> Argos and Habitat eGift Cards are usually valid for 2 years, this will be printed on the eGift Card itself.

ii. ASDA:

- 1. 1 x £5,000 Room Makeover
- 2. 100 x £50 George Gift Cards. See vouchers terms here: <https://www.asdagiftcards.com/terms-and-conditions> George Gift Cards are valid for a period of 2 years from your last transaction.

iii. Tesco:

- 1. 1 x £5,000 Room Makeover
- 2. 50 x £100 Fox & Ivy vouchers. See vouchers terms here : <https://www.tescogiftcards.com/terms-and-conditions> Tesco e-Gift Cards expire 5 years after the last time they were used, or a balance enquiry was made.

iv. Morrisons

- 1. 1 x £5,000 Room Makeover

6.2 Room makeovers will be implemented in a living room or bedroom (not including an ensuite) only. The Makeover is limited to a single room no more than 20 square meters and excludes multiple rooms adjoined together or knocked # through, at the discretion of the Promoter. If the winner is a tenant in a rental property, they will need to consult the landlord/ the owner of the property on the scale of makeover permitted and will need to obtain written confirmation that they have permission from the landlord/owner of the property for the makeover of the stated scale to take place that must be presented to the Promoter. Further verification may be requested in the event a winner is a tenant in a rental property. In the event that the winner does not obtain landlord/owner consent, the Promoter will look to provide the Makeover within the restrictions of the tenancy. However, if such an agreement cannot be reached, then either the Promoter reserves the right to invoke clause 6.8. or the prize will be forfeit and another winner will be drawn. For the avoidance of doubt, the final decision in regards whether to proceed with the makeover is the Promoters dependent on suitability of the property and room.

6.3 Winners of the Room Makeovers will be able to select 1 of the following themed designs, curated by Siobhan Murphy (owner of interior design company [Interior Curve](#)) for implementation in their home. Visual references for each theme will

be provided at [www.fruitcreationsmakeover.com](http://www.fruitcreationsmakeover.com) :

- v. Rich
- vi. Exotic
- vii. Tropical
- viii. Zingy
- ix. Zesty
- x. Refreshing

- 6.4 Winners are responsible for all expenses not expressly stated in these Terms and Conditions as being included as part of their prize.
- 6.5 The prizes are provided by the Promoter and administered through its agents ("Prize Administrator"):
- 6.1.1 Get Savvy Marketing, 15-17 High Ct Ln, Leeds LS2 7EU.
  - 6.1.2 Another Way Agency Ltd, 48 St Gothard Road, London, SE27 9QP
- 6.6 The prizes are non-transferable, non-refundable and cannot be exchanged for any cash alternatives or compensation in whole or in part. Once a selection is made in terms of the Makeover and a Makeover has commenced (meaning from the date goods are purchased for the Makeover), the Promoter will not be responsible for any change of instructions or for amending any element of the Makeover. In the event that the winner is not satisfied with their Makeover, the Promoter is not responsible for any further alterations or reversions beyond what was presented as part of the original Makeover.
- 6.7 In the event that upon commencement of works, the Promoter or one of its agents discovers an issue that renders it impossible to complete the Makeover, or if it significantly affects the cost of the Makeover, the Promoter shall not be liable for any cost in order to 'make good' the room for the Makeover e.g. this includes (but is not limited to) damp correction, rendering of walls...etc. The Promoter shall seek to work with the winner as to what is achievable but reserves the right to evoke term clause 6.8. below.
- 6.8 The Promoter reserves the right to replace a prize or part of a prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.

## **7. ROOM MAKEOVER PRIZE DETAIL:**

- 7.1 The Room Makeover will be up to the value of £5,000 (this is the Makeover Item Budget only and does not include professional fees and labour) and cannot exceed this amount. Any remaining amount will not be offered as a cash alternative.
- 7.2 The Room Makeover may include, but is not limited to:
- Painting and/or wallpapering of a single room only
  - Soft furnishings (e.g., rugs, cushions and furniture)
  - Furniture removal (storage and disposal is not included)
  - Freestanding lighting makeover (non-recessed lighting)
  - Picture hanging
  - May include a consultation session at the winners' home before the work begins
  - At least one (1) but up to two (2) days of work at the winners' homes to complete the renovation.
- 7.3 Winners must choose 1 of the 6 room designs offered. The room design will be adapted to suit their home but will not be curated as a bespoke design. Once a themed design choice has been confirmed by a winner at point of win notification this will be considered their final choice and cannot then be amended. Items included within each themed room design will be prearranged, and the available options will be presented to the winner in advance. Winners will be given an opportunity to raise any questions or concerns with the items, but items cannot be amended by the winner unless the Promotor, acting in its sole discretion, agrees otherwise.
- 7.4 The Room Makeover will be facilitated by a tradesperson(s) sourced and fully vetted by Another Way based on the

geographical location of the winners and the proposed date of the Room Makeover with details of tradesperson(s) sourced provided to the winners in advance of their arrival. All bookings are subject to availability at the time of booking and may be subject to change.

- 7.5 All items included within the Room Makeover are subject to availability. The Prize Administrator reserves right to amend any items to ensure suitability for all winners. Promoter and Prize Administrator not liable for unavailability of items.
- 7.6 All parties present for the room makeover will be required to adhere to the latest Government guidelines relating to COVID 19.
- 7.7 Winners are required to book and redeem their prize (works to be completed) within 12 months of being contacted by the Another Way prize management team after winner confirmation.
- 7.5 The Winners will be required to sign a waiver to indemnify all parties in relation to the room fit out in advance of the Room Makeover.
- 7.6 Another Way Ltd, Get Savvy Marketing and Britvic Soft Drinks Ltd will not be held liable (either individually or jointly) for any work carried out by the designated tradesperson(s) in relation to the Room Makeover.

## **8 WINNER SELECTION**

- 8.1 All eligible entries will be entered into the prize draw. Winners will be drawn using a randomised computer process via a number generator on 27<sup>th</sup> June 2023 (the "Draw Date"). The Room Makeover prizes will be drawn first in the order of the retailers listed in clauses 6.1, followed by the Habitat Gift Cards for Sainsbury's entrants only, the George Gift Cards vouchers for ASDA entrants only and the Fox & Ivy Gift Cards for Tesco.

## **9 WINNER NOTIFICATION**

- 9.1 **Room Makeover Prizes:** Winners will be notified via the email address used to enter the promotion within 7 working days of the Draw Date, at which point they will be asked to confirm and verify their ID and home address where the Room Makeover will take place and submit a copy of their proof of purchase by replying to the notification email. Room Makeover winners will also be asked to confirm their chosen room design, phone number and any further details (such as permission to undertake the works, property access and parking) required by the Prize Administrator. Two attempts will be made to contact winners via email over a 14-day period starting from the Draw Date. Winners have 48 hours from 2nd attempt to confirm acceptance of their Prize by replying to their notification, otherwise the Promoter reserves the right to offer the prize to the next eligible entrant selected from the entries that were received before the Closing Date using the same methodology as listed in 8.1.
- 9.2 **Gift Cards (George, Fox & Ivy and Habitat):** Winners will be notified via the email address used to enter the promotion within 7 working days of the Draw Date, at which point they will be asked to confirm prize acceptance and provide a copy of their proof of purchase by replying to the notification email. Two attempts will be made to contact winners via email over a 14-day period starting from the Draw Date. Winners have 48 hours from 2nd attempt to confirm acceptance of their Prize by replying to their notification, otherwise the Promoter reserves the right to offer the prize to the next eligible entrant selected from the entries that were received before the Closing Date using the same methodology as listed in 8.1.
- 9.3 Entrants are encouraged to monitor their email account including any spam or junk folders during this time in case they are drawn as a winner.
- 9.4 The Promoter does not accept any responsibility in the event a winner is not able to take up their prize, rejects the prize or are ineligible 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. The process will repeat for a period of 3 months following the Closing Date until an eligible winner is able to claim remaining prizes. Following this 3-month period, the prizes will become null and void.

## **10 PRIZE DELIVERY**

- 10.1 Room Makeover prizes: Winners will be contacted by Another Way Ltd within 7 working days of being selected as a winner and the completion of the verification process. Winners should then provide the Prize Administrator with a selection of at least 3 dates when the work could be carried out with a minimum of 6 weeks' notice. Another Way will then source and select appropriate tradespeople to carry out the room renovation. Neither the Promoter, nor the Prize Administrators can guarantee that the implementation team will be available on a winner's first requested date and alternate dates will be requested
- 10.2 George, Fox & Ivy and Habitat gift cards: Please allow up to 14 days following prize acceptance and the completion of any verification process for the gift cards to be delivered digitally to the email address given on entry.
- 10.3 If any prizes are unable to be organised due to inaccurate details or delay on the part of a winner, the Promoter reserves the right to withdraw and reallocate the prize entitlement with no liability.
- 10.3 If fulfilment of the prizes will be delayed due to the Covid-19 pandemic and resulting Government restrictions the winners if affected will be contacted by the Promoter and kept updated of any unavoidable changes and revised fulfilment dates.
- 10.4 If a prize cannot be fulfilled due to inaccurate details submitted on entry or during winner confirmation, the Promoter reserves the right to withdraw and reallocate the prize entitlement with no liability.

## **11 LIMITATION OF LIABILITY**

- 11.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winners or their guests accept any liability for any loss, damage, personal injury or death occurring as a result of taking up a prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees in which case that liability is limited to the minimum allowable by law. Your statutory rights are not affected.

## **12 DATA PROTECTION**

- 12.1 By entering the promotion, entrants agree that any personal information provided to enter the promotion entry may be held and used only by the Promoter, the Prize Administrators or its agents and suppliers to administer this promotion.
- 12.1 The Promoter (acting directly or via its agents) will make available the Room Makeover winners' surnames 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 by emailing [robinsonscpetition@getsavvy.com](mailto:robinsonscpetition@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 winners list by emailing [robinsonscpetition@getsavvy.com](mailto:robinsonscpetition@getsavvy.com). We reserve the right to refuse any or all such requests.
- 12.2 The Room Makeover winners and their guest may be requested, but are not obliged, to take part in reasonable publicity in connection with this promotion. The Promoter or the Prize Administrators may request to use the winners' name, image, and before and after photographs of their finalised room makeover in connection with such publicity.
- 12.3 The winners' personal details will be kept confidential at all times and in accordance with current Data Protection legislation. Entrants personal data will be used and will be held in accordance with the Promoter's Privacy Policy, which is available here: <http://www.britvic.com/privacy-policy>. All entrant data that is not needed for the purpose of prize fulfilment will be deleted by Tuesday 27th September 2023. All Makeover Prize winner data will be deleted by three months after the completion of their makeover. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to [britvictteam@getsavvy.com](mailto:britvictteam@getsavvy.com). By participating in the Promotion, you agree to the use of your personal data as described here.

## **13 GENERAL**

- 13.1 The Promoter reserves the right to verify all entries including but not limited to asking for proof of purchase, address and ID (passport, driving licence or equivalent). The Promoter reserves the right to refuse to award a prize or withdraw prize entitlement and/or refuse further participation in the promotion and disqualify the participant 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.
- 13.2 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, suspend or cancel the promotion or invalidate any affected entries. 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.
- 13.3 It is the responsibility of the entrant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of their prize in order for their prize to be processed. The Promoter cannot be held responsible for a winner failing to supply accurate information which affects prize acceptance or delivery or fulfilment of their prize.
- 13.4 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.
- 13.5 Entries (bulk or otherwise) via trade, 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.
- 13.6 The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- 13.7 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.
- 13.8 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 and Welsh Courts unless you live in Scotland in which case your local courts will have jurisdiction.