

TERMS & CONDITIONS

Short T&C's

GB (England, Wales, and Scotland), 18+ only. Promotional Period 00:00 06/12/23 - 23:59 03/01/24. Purchase necessary. To enter prize draw, purchase a participating London Essence or J2O product from participating Co-Op, BP and Morrisons Daily Stores, then text FESTIVEDRINKS to 60777 Max 1 entry per mobile/person. 1 prize per household. Prizes: 20 x £50 Mitchells & Butlers gift cards for redemption across Premium Country Pubs, Ember Inns, Miller & Carter Steakhouse, Browns Brasserie & Bar and All Bar One venues. Standard network rates apply. Prizes must be claimed in 7 working days. Exclusions apply. Visit <https://www.britvic.com/terms-and-conditions/> for Full Terms & prize details. Retain receipt. Promoter: Britvic Soft Drinks Ltd. Britvic is the promoter of this promotion. Subject to availability.

Long T&C's

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. Britvic is the promoter of this promotion. Diageo has no association with this promotion

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 Co-Op, BP and Morrisons Daily stores is necessary to enter the promotion. Please make sure you keep hold of your receipt showing date of purchase during the promotional period and prior to date of entry.

5. THE PROMOTION

- 5.1. The title of the promotion is 'London Essence J2O Christmas Text To Win'.
- 5.2. The promotional period is 00:00 06/12/23– 23:59 03/01/24. All promotion entries received after the closing date are automatically disqualified.

To enter the prize draw, purchase a participating promotional product during the promotional period from participating Co-Op or BP stores (not available for online purchases), then text FESTIVEDRINKS to 60777 during the promotional period. Please see 5.4. for list of participating promotional products.

5.3. Maximum of one (1) entry per mobile number 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. (Please seek bill payers permission before entering). In the event that multiple entries 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

5.4. Promotional Products (subject to availability and whilst stocks last):

- London Essence Pomelo & Pink Pepper Tonic Water 150ml MP6x4
- London Essence Original Indian Tonic Water 150ml MP6x4
- London Essence Blood Orange & Elderflower Tonic Water 150ml MP6x4
- J2O Orange & Passionfruit 275ML NRB MP4X6
- J2O Apple & Mango 275ML NRB MP4X6
- J2O Glitterberry 275ML NRB MP4x6

5.5. 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.

5.6. 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.

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 PRIZES

6.1. The prizes consist of 20x £50 gift cards valid for redemption in one of the following Mitchells & Butlers venues:

- Premium Country Pubs
- Ember Inns
- Miller & Carter Steakhouse
- Browns Brasserie & Bar
- All Bar One

Mitchells & Butlers Gift Card T&C's:

- The Gift Card may not be exchanged for cash.
- The Gift Card is not a cheque guarantee, credit, debit or charge card.
- No change will be given but the balance can be used for future purchases.
- We will not be held liable for lost or stolen cards – protect this as you would cash.
- To check the balance of your Gift Card, please visit www.showmybalance.com and follow the simple instructions.
- A Gift Card is valid for 24 months from the later of the date that any value was last loaded onto the Gift Card, or the date that any value on the Gift Card was last redeemed.
- The Gift Card is valid at any Mitchells & Butlers venue in the UK across food and beverage. You can search all available venues at www.thediningoutgiftcard.co.uk. The Gift Card cannot be used (i) to make any online purchase (ii) at any Moto or other Mitchells & Butlers franchise or (iii) at any site not managed by Mitchells & Butlers: please check with your server that the Gift Card can be used at the particular site before ordering.
- SMS and email Gift Cards should be treated as cash. If deleted they will not be resent.
- SMS and email Gift Cards will be free to receive.
- Digital Gift Cards are valid either presented on a smart phone or printed out.
- Gift cards can be used multiple times until all the remaining balance is spent. You can check the balance of your Gift Card at www.showmybalance.com.

6.2. There are 20 prizes to be won in total.

6.3. The Prizes are supplied by the Promoter (the “Supplier”) and administered through its agents:

6.3.1. Get Savvy Marketing, 15-17 High Ct Ln, Leeds LS2 7EU

6.4. Unless otherwise stated, all expenses incurred by the winners in the general use and/or enjoyment of the prizes, including but not limited to food, drink, travel, and accommodation, are the sole responsibility of the winners.

6.5. The prizes are non-transferable, non-refundable and cannot be ex-changed for any cash alternatives in whole or in part.

6.6. 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.

6.7. The Promoter encourages responsible drinking and would direct consumers to read <http://www.drinkaware.co.uk/> for more information.

WINNER NOTIFICATION

6.8. All eligible entries will be entered into the prize draw. The winners will be selected via a randomised computer process on 04/01/24 (“The Draw Date”)

6.9. Winners will be notified via text message on the Mobile Phone Number used to enter the promotion within 4 working days of the Draw Date. Winners will then be contacted via phone call to confirm prize acceptance and provide personal details including age, name and email address. Receipt will be requested during the claim process. If multiple winners are selected from the same household, only the first entry will be accepted and all other prizes will be redrawn.

6.10. 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

and provide the required verification details. In the case that they do not respond in time, reject the prize or are ineligible, the Promoter reserves the right to offer the prize to the next eligible entrant selected from the eligible entries that were received before the Closing Date using the same methodology as described in clause 6.10. 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. 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. Entrants are encouraged to monitor their calls during this time in case they are a winner.

7. PRIZE DELIVERY

- 7.1.** Please allow 28 days from valid acceptance and the completion of the verification process for delivery of the prizes. The gift cards will be delivered digitally to the email address provided during the verification process.
- 7.2.** If delivery will be delayed due to unforeseen circumstances all winners affected will be immediately contacted by the Promoter and kept updated of any unavoidable changes and revised delivery dates.

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 of residence 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 winners list by emailing britvictteam@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 britvictteam@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 14/09/2022. By participating in the promotion, entrants agree to the use of their personal data as described here.

10. GENERAL

- 10.1.** By entering the Promotion, entrants confirm that they have read and agree to be bound by these Terms and Conditions and by the decision of the Promoter.
- 10.2.** Instructions provided at the point of entry form part of the Terms and Conditions of this Promotion. In the event of a conflict, these terms and conditions take precedence.
- 10.3.** Verification of purchase, age, identity (passport, driving licence or equivalent) and address may be required before any prizes are awarded. 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.
- 10.4.** 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. 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.
- 10.5.** The promoter reserves the right to, at its sole discretion, disqualify any entries containing:
 - (a)** content deemed to be wholly inappropriate, discriminatory or illegal, including but not limited to obscene, indecent, defamatory, malicious, racist, sexist, homophobic, harassing, threatening and/or offensive, inclusive of nudity and/or pornography, sexual, violent and fraudulent in nature.
 - (b)** any activity or behavior which causes, encourages or promotes danger or a threat to the health and safety of the entrant and/or others.
 - (c)** any activity or behavior which promotes or advertises goods and/or services, including competitor products, for any form of remuneration.
 - (d)** any attempt to impersonate another person or include persons who have not given permission to feature in the entry.
 - (e)** prominent featuring of any trademark or copyright material not owned or licensed by the promoter or any third party connected to the promoter for the purposes of the promotion.
- 10.6.** 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 winners failing to supply accurate information which affects prize acceptance or delivery of their prize.
- 10.7.** 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.

- 10.8.** 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.
- 10.9.** The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- 10.10.** 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.
- 10.11.** 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.

