



# Terms & Conditions

## Summary Terms and Conditions:

GB, 18+ only. Participating Tesco, One Stop, Premier, Londis, Budgens, Booker & Independent retailers only. Find a golden can in a promotional pack and call the number found on the golden can to claim your Prize. Golden cans fairly and randomly distributed among promotional packs between 00.01 01/10/22 and 23.59 31/12/22. Purchase required. Prizes: 50 x £1000 cash, 180 x £100 cash. **Prizes must be claimed by 5pm on 30/06/2023. Retain golden can and receipt.** Phone required. Max 1 Prize per household. Visit [www.promoterms.com/PepsiMaxGoldenCan](http://www.promoterms.com/PepsiMaxGoldenCan) for full T&Cs, Prize details & participating retailers/wholesalers. **Promoter:** Britvic Soft Drinks Limited

## Shortened Summary Terms and Conditions:

GB, 18+ only. Participating retailers & wholesalers only. Find a golden can in a promotional pack between 00.01 01/10/22 & 23.59 31/12/22 & call the number found on the can to claim your Prize. Purchase required. Prizes: 50 x £1000, 180 x £100. **Claim by 5pm on 30/06/2023. Retain golden can and receipt.** Max 1 Prize per household. Visit [www.promoterms.com/PepsiMaxGoldenCan](http://www.promoterms.com/PepsiMaxGoldenCan) for full T&Cs & participating retailers/wholesalers.

## Full Terms and Conditions

1. This Promotion is open to residents of the Great Britain aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion.
2. Purchase is necessary. **Please retain golden can and 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:** The promotional packs will be distributed at participating stores between 00:01 BST on the 1 October 2022 and 23:59 GMT on the 31 December 2022 inclusive.
4. **Claim Period:** All claims must be made by 17:00 GMT on the 30 June 2023.
5. **To Enter:** Purchase a Promotional Pack, see clause 7 for details, from any Tesco, One Stop, Premier, Londis, Budgens, Booker or independent retailer selling Promotional Packs. Golden cans will be fairly and randomly distributed amongst Promotional Packs under the supervision of PromoVeritas, the independent promotional verification service.

### **PromoVeritas Ltd**

Run it Right.

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

T: +44 (0)20 3325 6000 | E: [info@promoveritas.com](mailto:info@promoveritas.com) | W: [promoveritas.com](http://promoveritas.com)

Registered in England at the above address No. 04437132

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6. **How to claim:** If on opening your Promotional Pack you find that you have a golden can, then call the phone number (during office hours only (09:00 – 17:30 only)) that is printed on the can to find out how to claim your prize. **Keep this can as we will require it to validate your claim.** When you call you will be asked a series of verification questions, including the unique code on the can, the retailer it was purchased from, plus the date and location of purchase. If entrants are unable to pass the verification checks it will be to the discretion of the Promoter as to whether a prize is issued.
7. **Promotional Packs:**
  - a. 24x Pepsi Max 330ml Cans
  - b. 24x Pepsi Max Cherry 330ml Cans
8. Max 1 Prize per Household.
9. **The Prizes:** A total of 230 Golden Cans will be distributed across any Tesco, One Stop, Premier, Londis, Budgens, Booker or any independent retailers selling Promotional Packs within the Promotion Period.
  - a. 50 x £1000 winning Golden Cans are available to be won.
  - b. 180 x £100 winning Golden Cans are available to be won.
10. **Further Prize Details and Conditions:**
  - a. Prizes will be awarded via BACS.
  - b. Winners must have a valid UK registered bank account.
  - c. Winners are responsible for providing correct bank account details and the Promoter will not be liable for any Prize payments made into the wrong bank account.
11. All winning packs have been made available to be won in a fair and random process, overseen for your complete confidence by PromoVeritas, the independent promotional verification service. Due to the nature of the Promotion, it is not possible for packs to be evenly distributed amongst participating retailers and wholesalers. As such, there is the potential for winning cans to not appear in some retailers. If a Golden Can is not claimed in line with the Terms and Conditions then the Winner will be disqualified and the Prize will be forfeited.
12. All prize claims must be received by **5pm 30 June 2023**. Those received after this date will be void.
13. **Prize Acceptance:** Once eligibility of a prize is confirmed and accepted, fulfilment will take place within 28 days of acceptance of the Prize. In the unlikely event that a Prize does not fulfilled within 28 days the winner must inform the Promoter by emailing [pepsimaxgoldencan@promowinners.com](mailto:pepsimaxgoldencan@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.
14. If a golden can is found by a person under the age of 18, the prize must be claimed by their parent or legal guardian in the above manner.

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15. **Transferability of golden can:** Golden cans must not be sold for commercial gain in any way, including on online auction sites. If the Promoter becomes aware that a golden can has been made available for sale, bought or sold, the Promoter reserves the right to refuse to redeem the golden can without payment of compensation to the entrant who submits the relevant golden can for verification as a valid win.
16. Provided no objection is received from the winners, a winners list containing the surname and county of residence of the 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 at [www.promowinners.com/PepsiMaxGoldenCan](http://www.promowinners.com/PepsiMaxGoldenCan). The winners can object to their details being published during the Winner Notification process. Without prejudice, the Promoter will provide winner information to the Advertising Standards Authority when requested by them.
17. 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.
18. 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.



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- 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.
19. The Prizes are not transferable or exchangeable and cannot be redeemed 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.
20. 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 reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to the claim line.
21. 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 (JS13011) 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.
22. 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.
23. 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: [www.britvic.com/privacy-policy/](http://www.britvic.com/privacy-policy/)
24. 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.
25. By entering, you will be deemed to have agreed to be bound by these Terms & Conditions.
26. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.



# Terms & Conditions

27. 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:** Britvic Soft Drinks Limited, Breakspear Park, Breakspear Way, Hemel Hempstead, Hertfordshire, HP2 4TZ

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