

TEXT TO WIN Terms and Conditions

Short Terms and Conditions:

GB (England, Wales, and Scotland), 18+ only. Promo Period 12:00 11/08/22– 23:59 08/09/22. Purchase necessary. To enter prize draw, purchase a participating product of Pepsi Max then text TASTE to 66777. Max 5 entries per person/number. Max 1 prize per household. Prizes (16 in total): x7 Outdoor Cinema Bundles (Projector, Hamper & Chairs), x4 TV Bundles (TV & Soundbar), x5 Nintendo Switches. Includes delivery of prizes to winners. Draw Date: 15/09/22. Standard network rates apply. Prizes must be claimed in 7 working days from winner notification. Exclusions apply. Visit www.britvic.com/terms-and-conditions/ for Full Terms, participating products & prize details. Promoter: Britvic Soft Drinks Ltd. 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 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

The promotion is open to residents of Great Britain (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 'ASDA Pepsi Taste Win to the Max'

5.2. The promotional period will open at 12:00 on 11/08/22 (the "**Opening Date**") to 23:59 on 08/09/22 (the "**Closing Date**") inclusive. All promotion entries received after the Closing Date are automatically disqualified.

5.3. To enter the prize draw, purchase a participating standard product from selected ASDA stores during the promotional period then text TASTE, followed by the last 4 digits of the product barcode, to 66777 during

the promotional period to be entered into the prize draw. Please see 5.5. for list of participating products. Promotion also available online.

5.4. Maximum of five (5) entries per person per mobile phone number, 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 or multiple identities will be disqualified from the Promotion.

5.5. Participating Products (subject to availability):

- Pepsi Max 8 pk cans
- Pepsi Max 8pk cans- no caffeine
- Pepsi Max 8pk cans- cherry
- Pepsi Max 8pk cans- Lime
- Pepsi Max 8pk cans- Raspberry
- Pepsi Max 2L
- Pepsi Max 2L no caffeine
- Pepsi Max 2L- cherry
- Pepsi Max 2L- Lime
- Pepsi Max 2L- Raspberry
- Pepsi Max 1.25 L
- Pepsi Max 1.25 L - cherry
- Pepsi Max 1.25 L – Lime

5.6. Participating products are subject to availability. 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. Purchase of participating products from selected ASDA stores is necessary to enter the promotion. Input of valid barcode required as proof of purchase.

5.8. Winners will be drawn at the end of the promotion via a randomised computer process. The draw will consist of all valid entries received during the promotional period. The draw will take place on 15/09/22.

5.9. 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.

5.10. Proof of sending will not be accepted as proof of delivery or receipt of entry. Incomplete, illegal, misdirected or late 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 available are:

- 6.1.1. X7 Outdoor Cinema Bundles
- 6.1.2. X4 TV Bundles (TV & Soundbar)
- 6.1.3. X5 Nintendo Switches

6.2. 16 prizes in total. 16 winners will be randomly selected from all valid entries received at the end of the promotion and drawn on 15/09/22. Prizes will be allocated by a standard draw and drawn in the order below.

6.2.1. Bundle 1 – x7 bundles available to be allocated to first x7 winners

6.2.2. Bundle 2 – x4 bundles available to be allocated to next x4 winners

6.2.3. Bundle 3 – x5 bundles available to be allocated to final x5 winners

6.3. Bundle 1 – Outdoor Cinema. This prize bundle includes the following;

- 1 x black Bigasuo Bluetooth projector with 100" Screen
- 1 x Movie Night Hamper consisting of the following;
 - 2 Cans Coca Cola (330ml)
 - 2 Cardboard Popcorn Boxes
 - 2 Butterkist Sweet & Salted Popcorn (12g per pack)
 - 2 Butterkist Toffee Popcorn (20g per pack)
 - 1 Packet Tangy Cheese Doritos (30g), X 1 Packet Chilli Heatwave Doritos (30g)
 - 1 Packet Malteasers (37g)
 - 1 Packet Minstrels (42g)
 - 2 Packets Border Biscuits (2 per pack)
 - 1 Box of Lindor Lindt Truffles (37g)
 - 2 Individual Flumps (20g each)
 - 8 Individual Wrapped Lotus Biscoff Biscuits
 - 5 Packets Haribo Sweets (16g per pack)
 - 2 Barratt Dip Dab Packets (23g per pack)
 - Approx 50g Celebrations Chocolates
 - 5 Mini Packets of Love Hearts Sweets
- A set of 2 Ongmics folding camping chairs and a £50 Netflix gift card. Gift cards do not expire. For full terms please visit: <https://help.netflix.com/en/node/32950>

6.4. Bundle 2 – TV Bundles (TV & Soundbar). The prize bundle includes the following; 1 x Samsung 4K Smart TV 43" and 1 x Samsung Bluetooth All-In-One Compact Soundbar. All items will be sent to the winners via courier signed for (UK address only). It is the winners' responsibility to provide the correct full postal address for delivery of the items. The prize bundle will be dispatched within 30 days of verifying the winners' details. Should any of the items become unavailable, the promoter reserves the right to substitute a replacement item of the same value

6.5. Bundle 3 – Nintendo Switches. The prize is a Nintendo Switch model HAC-001(-01) the colour of which will be chosen by the Promoter. The prize will be sent to the winners via courier signed for (UK address only). It is the winners' responsibility to provide the correct full postal address for delivery of the item. The prize will be dispatched within 30 days of verifying the winners' details. Should the item become unavailable, the promoter reserves the right to substitute a replacement item of the same value.

7. All prize bundles will be sent to the winners via courier signed for (UK address only) expect for the Netflix gift card which will be emailed to the winners.

8. It is the winners' responsibility to provide the correct full postal address and email address for delivery of the items.

9. The prize bundles will be dispatched within 30 days of verifying the winners' details.

- 9.1. Should any of the items become available, the promoter reserves the right to substitute a replacement item of the same value
- 9.2. Britvic Soft Drinks Ltd reserves the right to cancel, suspend, or amend this offer where it becomes necessary to do so.
- 9.3. Maximum of one prize per household.
- 9.4. The prizes are supplied by the Promoter (the "Supplier") and administered through its agents (the 'Prize Administrator'):
 - 9.4.1. Get Savvy Marketing, 15-17 High Ct Ln, Leeds LS2 7EU
 - 9.4.2. Active Consultancy, Active House, 51 Wolsey Rd, Esher KT10 8NT.
- 9.5. No cash or other alternative prizes will be provided in whole or in part, except that the Promoter reserves the right to replace the prizes, or part of any prize, with alternative prizes of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.

WINNER NOTIFICATION

- 9.6. 16 winners will be randomly selected from all valid entries received at the end of the promotion and drawn on 15/09/22. 16 winners will be randomly selected in total. A winner will be redrawn if they have previously won or if there is a previous winner within their household.
- 9.7. Prizes will be allocated by a standard draw and drawn in the order below. If a bundle no longer consists of any prizes the winner will be allocated to the next prize bundle.
 - 9.7.1. Bundle 1 – x7 bundles available to be allocated to first x7 winners
 - 9.7.2. Bundle 2 – x4 bundles available to be allocated to next x4 winners
 - 9.7.3. Bundle 3 – x5 bundles available to be allocated to final x5 winners
- 9.8. 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 name and delivery address. An email address will also need to be provided to receive prize Bundle 1. Verification of identity (copy of passport, driving licence or equivalent) and address will be required before any prizes are awarded.
- 9.9. 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 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 5.8. 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.
- 9.10. The Promoter does not accept any responsibility in the event that they do not respond in time or a winner is not able to take up their prize for any reason 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 5.8. 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.

10. PRIZE DELIVERY

- 10.1. Please allow 30 days from valid acceptance and completion of the verification process for delivery of the prizes. Prizes will be delivered via courier signed for and will require recipient's postal address for delivery expect for the Netflix gift card which will be emailed to any winner selecting Bundle 1 as their prize.
- 10.2. 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.
- 10.3. If any prizes are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the prize entitlement with no liability.

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 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.

12. DATA PROTECTION

- 12.1. 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.
- 12.2. 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.
- 12.3. The winners will be requested to take part in reasonable publicity in connection with this promotion (if requested). The promoter will request to use a winner's name and image in connection with such publicity.
- 12.4. 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: www.britvic.com/site-services/privacy. 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 entrant data (if no longer required for prize fulfilment purposes) will be deleted by 14.10.22. Any remaining data will be deleted on 08/12/22.

13. GENERAL

- 13.1. 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 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.

- 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 winners failing to supply accurate information which affects prize acceptance or delivery 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) made from trade, consumer groups or third parties will not be accepted. Entries 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.
- 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.