

## MA Christmas Advent Calendar Competition 2017 Product Giveaway Terms & Conditions

- 1. **The Promoter:** Britvic Soft Drinks Ltd, Breakspear Park, Breakspear Way, Hemel Hempstead, Herts, HP2 4TZ. Registered in England No. **517211**
- 2. By entering the promotion, entrants confirm that they have read and agree to be bound by these Terms and Conditions and by the decisions of the Promoter.
- 3. **Eligibility:** This promotion is open to licensed outlets in the UK (England, Wales, Scotland and Northern Ireland) residents. Promotion excludes employees and their immediate families of The Promoter, associated agents or anyone professionally connected with the competition. Entrants must be 18 or over and must own and/or manage a licensed outlet. The Promoter reserves the right to require verification of entrant's status as a retailer before awarding prizes. 1 entry per retail outlet.
- 4. Internet access required for entry into the competition.
- 5. By entering this promotion, all participants will be deemed to have accepted and be bound by the Terms & Conditions.
- 6. By accepting/signing for a prize the person will be deemed to have accepted and be bound by the Terms and Conditions.
- 7. **Entry Instructions:** This promotion is part of Morning Advertiser's Christmas Advent Calendar Promotion. To enter, visit the landing page on the Morning Advertiser website (<a href="www.morningadvertiser.co.uk">www.morningadvertiser.co.uk</a>) and enter your details (first name, last name, email address, phone number, industry, company, country, county, website) and submit your request.
- 8. **The prize**: The prize is 'G&T for a year' and consists of 12 cases of Britvic Indian Tonic Water (200ml) and 12 bottles of gin, one of each of the following brands: Beefeater Gin, Bathtub Gin, One Gin, Thomas Dakin Gin, Bulldog Gin, Conker Gin, Dodd's Gin, Plymouth Gin, Jensen's Gin, Adnam's Copper House Gin, Daffy's Gin and Porters Gin. One prize available to be won.
- 9. **Competition Period:** The competition opens at 00:01 on Monday 18<sup>th</sup> December 2017 and closes at 23:59 on Saturday 23rd December 2017. Entries received after this date will not be entered into the competition.
- 10. **Finalist Selection:** One licensed outlet winner will be drawn at random from all valid entries received on 10th January 2018 (the "**Draw Date**")



- 11. **Winner & Finalist Notification:** The winner will be notified they have won via the email address provided within seven days of the draw date.
- 12. **Winner claim:** The winner has seven days from initial notification to confirm acceptance of their prize, otherwise the Promoter reserves the right to reallocate the prize with no liability.
- 13. Please allow 14 days from valid acceptance for delivery of the prize. Prizes will be delivered via registered post. A signature will be required to acknowledge delivery. The Promoter accepts no responsibility for entries or prizes lost, damaged or stolen in the post.
- 14. If any prizes are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the prize entitlement with no liability.
- 15. It is the responsibility of the entrant to provide their correct, up-to-date details when entering the promotion and/or confirming acceptance of the 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.
- 16. The name and county of each of the winners will be available by sending an email to britvic@publicasity.co.uk
- 17. All prizes are non-transferable and non-refundable. No cash alternatives. In exceptional circumstances the Promoter reserves the right to substitute the prizes with one of an equivalent value should the prizes become unavailable for any reason. If any winner is not able for whatever reason to accept his or her prize, then the Promoter reserves the right to award that prize to another participant. Resale of the prize as a whole is strictly prohibited, but the winner can add the prize into their stock for sale to customers.
- 18. Incomplete, illegal, misdirected or late entries will not be accepted. Proof of sending will not be accepted as proof of delivery or receipt. The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.
- 19. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible 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 in order 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.



- 20. Entry into the Promotion is at the entrant's sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any third parties arising out of or in connection with the Promotion and/or accepting a prize. The Promoter further disclaims liability for any injury or damage to entrants or any other person relating to or resulting from participation with this Promotion save that nothing in these terms and conditions shall act to limit or exclude the Promoter's liability resulting from its negligence or fraud.
- 21. If for any reason, the Promotion is not capable of running as planned for reasons (including but not limited to tampering, unauthorized intervention, fraud, 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), the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Promotion.
- 22. If an act, omission, event or circumstance occurs which are beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
- 23. The Promoter reserves the right, at its sole discretion, to eliminate or disqualify any entries or entrants that it regards as being in breach of these terms and conditions or the spirit of the Promotion.
- 24. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to, lost, delayed or not received entries, winner notifications or prizes. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical or postal failures or otherwise, including any such failure which is within the control of The Promoter or its agencies.
- 25. All entrants agree to their name being used for promotional purposes and/or to take part in reasonable unpaid publicity for the purposes of this Promotion.
- 26. Data Privacy: Entrants' personal data will be used for the purposes of administering the promotion only and will be held in accordance with the Promoter's Privacy Policy, which is available here: <a href="http://www.britvic.com/site-services/privacy">http://www.britvic.com/site-services/privacy</a>.
- 27. The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- 28. The Promotion and these terms and conditions, and any disputes arising therefrom, shall be subject to English law and the exclusive jurisdiction of the English and Welsh Courts.