BATHTUB 6L BOTTLE PRIZE 2019 COMPETITION T&Cs

- PROMOTER: The promoter of this competition is Atom Supplies Limited (company number 03193057), trading as Ableforth's, whose registered office is Unit 1 Ton Business Park, 2-8 Morley Road, Tonbridge, Kent, TN9 1RA, United Kingdom.
- 2. <u>THESE TERMS</u>: By entering this competition, entrants confirm they have read, understand and agree to these terms and to be bound by them. The promoter reserves the right to amend these terms at any time.
- 3. <u>ELIGIBILITY</u>: The competition is only open to private individuals who are 18 years old or older and are residents in the United Kingdom. Employees of the promoter, its parent company or any of its affiliated or associated companies and any of their immediate family members are not eligible to participate in this competition. Only one entry per person is allowed in the competition.
- 4. **ENTRY PERIOD**: This competition opens at 12:00 am GMT on 13/11/2019 and closes at 11:59 pm GMT on 27/12/2019. Any entries received after this period will not be eligible.
- 5. **HOW TO ENTER:** Individuals can enter the competition by completing the following steps within the entry period:
 - (i) purchase any Ableforth's beverage at the Circus Bar or Bar Under the Bridge situated at South Bank, Belverdere Road, London SE1 8JU (each being a qualifying purchase); and
 - (ii) share a photo of your purchased Ableforth's beverage on Facebook, Instagram or Twitter including hashtag #bathtubxcircusbar if you purchased the beverage from Circus Bar or #bathtubxbutb if you purchased the beverage from Bar Under the Bridge and tagging @ableforths, @bathtubginuk and @circusbarpopup or @barunderthebridge_ (as applicable) (each a qualifying entry).

There is also a no purchase necessary entry option outlined below.

- 6. You can also enter this competition without making a purchase: if you are eligible to enter, send us a postcard or letter at Ableforth's, Unit 1, Ton Business Park, 2-8 Morley Road, Tonbridge, Kent, TN9 1RA, United Kingdom (marked for the attention of the Global Brand Manager Gin), casually mentioning the fact that you wish to enter the Bathtub 6L Bottle Prize competition 2019 and set out your name and contact details. Provided that the postcard or letter is received prior to the expiry of the entry period, you will be entered into the competition as though it is was a qualifying entry. By entering the competition in this way, the entrant confirms that he or she is eligible to do so. Ableforth's will not be responsible for any entries which are lost or delayed in transit, regardless of cause including, for example, as a result of any failure of any postal system of any kind. Ableforth's will not accept proof of posting as proof of receipt of entry to the competition. Postcards and letters will not be returned.
- 7. **THE PRIZE**: There will be 1 lucky winner who will win our 6L Bathtub Gin bottle (the **prize**). The prize is provided by Ableforth's and will include packaging and delivery to any valid address within the United Kingdom. The prize is strictly non-negotiable, non-transferable, and cannot be exchanged for any equivalent cash value, cash alternative, or for other items.

- 8. <u>WINNER</u>: The winner will be selected from all qualifying entries at random shortly after the entry period. The winner will be contacted via direct message on the social media platform they used to enter into the competition or by using the contact details provided by them at the time of entry. The name of the winner will be announced on Facebook, Instagram and Twitter as soon as practicable after the end of the entry period.
- 9. In order to accept the prize, the winner shall be required to agree that we can use his or her name when announcing the winner of the competition and for other reasonable and related promotional purposes (nothing sinister, and we won't sell the winner's or any other entrants' details to anybody else we promise). Ableforth's may contact the winner for feedback in respect of the competition and/or prize and may use any feedback provided when announcing the results and promoting the competition or subsequent competitions.
- 10. If the winner cannot be contacted or is not available or has not claimed the Prize <u>within 7</u> <u>days</u> of the announcement date, Ableforth's reserves the right to offer the prize to another eligible competition entrant.
- 11. **DATA PROTECTION**: Ableforth's is committed to protecting your privacy, in particular in compliance with the GDPR and the Data Protection Act 2018. Ableforth's will only process your personal information as set out in Ableforth's Privacy Policy (as amended from time to time), a current copy of which is available at: https://ableforths.com/pages/privacy-policy. By entering into the competition, the entrant is accepting and consenting to the terms of Ableforth's Privacy Policy and to the way Ableforth's processes their personal information.
- 12. Ableforth's reserves the right to hold void, suspend, cancel or amend the competition where it becomes necessary to do so. If there is any reason to believe that there has been a breach of these terms or any attempt to circumvent or to frustrate them, Ableforth's may, in our sole discretion, exclude any person from participating in the competition.
- 13. Ableforth's reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) at any time and reserves the right, in its sole discretion, to disqualify any individual who, or any entry which, it believes has breached any of these terms, tampered with the entry process or engaged in any unlawful or improper conduct which may undermine the fair and proper conduct of this competition.
- 14. Ableforth's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
- 15. Entrants warrant and undertake that they own all rights (including, without limitation, intellectual property rights) in any image and/or text post embodied in their submitted entry and does not infringe any third party intellectual property rights.
- 16. As between each entrant and Ableforth's, Ableforth's shall own all rights (including, without limitation, intellectual property rights) in any image and/or text post which is entered into the competition and all qualifying entries. The entrants agree to cooperate with the promoter and sign any additional documents which may be required to give effect to this clause. entrants waive all moral rights in the image or text to which they are or become entitled under Chapter IV of the Copyright, Designs and Patents Act 1988 (or any similar right or entitlement anywhere in the world).
- 17. We shall not be responsible for any entries which are incorrectly submitted or which are not publicly visible or are removed from social media for any reasons before the end of the competition. Insofar as is permitted by law, the promoter, its agents, employees, and/or

representatives shall in no circumstances be responsible or liable to compensate the winners or any entrant for any loss, damage, personal injury or death whatsoever and howsoever caused, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any direct, indirect or consequential losses arising out of or in connection with or as a result of the entrants participating in the competition or the winners taking up the prize or any failure or delays in taking up the prize, except where it is caused by the negligence of the promoter, its agents, employees, and/or authorised representatives. Entrants' statutory rights are not affected.

18. Ableforth's confirms that this competition is not sponsored or endorsed by Facebook, Instagram and/or Twitter and these social media platforms are in no way affiliated to or associated with Ableforth's. By entering this competition, entrants agree to release Facebook, Instagram, and Twitter from any and all liability to this competition. These terms shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

© 2019 Ableforth's. All rights reserved.