

## **PRIZE PROMOTIONS - TERMS AND CONDITIONS**

### **Background:**

The terms and conditions set out below (the **general terms**) apply to all prize draws, competitions and other prize promotions (**promotions**) which we run. Each promotion will also have its own set of specific terms and conditions and these will be communicated to you as part of the promotion (either on-pack, online or by some other means) (the **specific terms**).

Together, the general terms and applicable specific terms comprise the **promotion terms**. By entering a promotion, you agree to be bound by the promotion terms. This means you should read and treat the general terms and applicable specific terms as one set of terms. However, if there is any contradiction or inconsistency between the two, the specific terms will take priority over the general terms.

### **The general terms:**

1. Entry is open to all legal residents of the UK, Channel Islands and Isle of Man aged 16 or over, except: (i) our employees; (ii) the employees of any third party helping us with the promotion (e.g. our marketing agency); and (iii) the immediate family members of (i) and (ii).
2. We may carry out verification checks to confirm your eligibility to enter (including requesting proof of ID (e.g. a current passport or driver's licence) or proof of address (e.g. a recent utility bill)). If you need to purchase one of our products to enter, you must retain your receipt and winning product for verification.
3. Please see specific terms for opening date, closing date and entry instructions.
4. You must submit your own entry. Bulk, group or third party entries will not be accepted. Entries submitted using automated entry software or any other mechanical or electronic means that enable a person to enter repeatedly will not be accepted.
5. We will have no responsibility for, and will not accept, any entries that are lost, delayed, incomplete, illegible, damaged or corrupted (including as a result of postal delays, technical issues with your mobile, tablet, computer or connectivity, or technical issues with our website). Proof of sending does not constitute proof of receipt.
6. If the promotion involves the submission of audio, video, text, images or other content, you must ensure your submission: (i) is not copied from a third party; (ii) does not otherwise infringe a third party's intellectual property rights; (iii) does not feature any person (living or dead) without their permission; and (iv) does not contain any defamatory, obscene, offensive, hateful, illegal or otherwise unsuitable materials. You will retain any copyright which exists in your submission but, by entering, you grant us a non-exclusive, worldwide, perpetual licence to use your content in any media for our promotional purposes.
7. Please see specific terms for details of: (i) how we will select and notify winners; (ii) how winners will receive, or can claim, their prize; and (iii) any delivery timescales. Prizes will only be delivered within the UK, Channel Islands or Isle of Man. The odds of winning will depend on the number of eligible entries received.
8. Please see specific terms for prize details. We reserve the right to substitute any prize (or an individual aspect of a prize) for an alternative of equal or greater value where we deem it strictly necessary due to events outside our reasonable control. Winners may not transfer the right to

accept their prize to another person without our consent. We will not offer cash alternatives to any prizes. Prizes are not negotiable.

9. If the prize is ticket(s) to an event (for example a sports event, music gig or festival), then you and your guest(s) must also comply with the ticket/venue/event terms and conditions. If the prize is a voucher then use will be subject to voucher's terms and conditions.

10. Winners are responsible for any tax liability they incur as a result of accepting a prize. Winners are encouraged to seek independent financial advice before accepting a prize if the tax implications concern them.

11. Winners are responsible for obtaining, both for themselves and any guests, any insurance cover which is required or advisable in order to enjoy their prize. Where a prize involves overseas travel, in addition to obtaining travel insurance, winners are responsible for obtaining, both for themselves and any guests, any necessary visas or clearances, and for obtaining health advice in relation to the travel destination.

12. We may, at our sole discretion, arrange for an alternative winner to be selected on the same basis as the original winner if: (i) the original winner fails to take any of the steps necessary to claim their prize as set out in the specific terms; (ii) we are unable to contact the original winner having made reasonable efforts to do so; (iii) the original winner fails any verification or eligibility checks; (iv) the original winner is disqualified in accordance with the promotion terms; or (v) the original winner is unable to accept their prize for any reason.

13. We reserve the right to disqualify you if you fail our verification checks or we reasonably believe that you have: (i) breached any of the promotion terms; (ii) cheated or jeopardised the operation or integrity of the promotion; or (iii) gained an unfair advantage or won using fraudulent, dishonest, or unfair methods.

14. If you enter the promotion through a social media channel and your profile contains any posts, text, videos, images or references which are of a defamatory, obscene, offensive, hateful, illegal or otherwise inappropriate nature (including anything we consider to be racist, homophobic, abusive, sexually explicit or discriminatory to anyone) then we reserve the right to disqualify you from the promotion. Additionally, if you comment or post anything on our social media channels which we consider to be inappropriate, we reserve the right to (i) hide or delete such comments/posts or block your profile, and/or (ii) disqualify you from the promotion.

15. We reserve the right to suspend, vary or cancel a promotion where we deem it strictly necessary due to events outside our reasonable control (including where technical issues are affecting the proper running of the promotion or where we suspect fraud). In these circumstances, we will do all we can to minimise any disappointment caused.

16. To the fullest extent permitted by law, we will not be liable to you for any loss, injury or damage which: (i) you suffer by entering a promotion; or (ii) you or your guest(s) suffer in the enjoyment of any prize. However, nothing will exclude or limit our liability in respect of personal injury or death caused by our negligence or for any fraud or fraudulent misrepresentation committed by us.

17. We may run a promotion via Facebook, Twitter, Instagram or another social media channel. If we do, you will need an account with that social media channel in order to enter. You acknowledge that any promotion run via a social media channel is in no way sponsored, endorsed or administered by, or associated with, that social media channel. By entering, you agree to release that social media channel from any and all liability in connection with the promotion. You also understand that any

personal details you submit to enter a promotion or claim a prize (see condition 18 for more details) are provided to us and not to that social media channel.

18. We may ask you to supply personal details to enter a promotion or claim a prize (e.g. name, postal address, email address, date of birth etc). The details you submit must be true and up-to-date. By entering, you consent to us using your details in order to run the promotion (including sharing your details with any third party helping us with the promotion (e.g. our marketing agency)). Please see specific terms for information about how else we may use your details. Winners also specifically consent to: (i) us disclosing their surname and county of residence as set out in condition 19; and (ii) taking part in unpaid publicity (e.g. being filmed or taking part in an interview and/or a photo-shoot) which we may use in any media for our promotional purposes. If you do not consent to (ii) above, please do not enter our promotion. If you wish to object to your surname and county of residence being made available, or request that we reduce the amount of information being made available, you must notify us either at the time you enter the promotion or when we contact you about your prize. Please note that, even if you do raise such an objection or request, we may still provide this information to the Advertising Standards Authority or other regulatory bodies if they request it. If your details change during a promotion, it is your responsibility to notify us otherwise you may miss out on a prize.

19. Please write to “FAO: [Insert Brand Name] Brand Manager - [Insert Promotion Name]” at the address below within 3 months of the applicable closing date for the surnames and counties of residence of major prize winners.

20. Further to condition 18, from time to time during a promotion we may ask you for your consent to use your personal details for the purposes of keeping in touch with you about our Group brands (for example, sending you marketing or brand related emails). If we have your consent to do this, we may send you information about our other brands as they may be of interest to you. You can unsubscribe from these emails at any time using the link in the relevant email. You can find out more about our other Group brands at [www.agbarr.co.uk/our-brands](http://www.agbarr.co.uk/our-brands).

21. Our decision in relation to all matters relating to our promotions will be final.

22. Each of the promotion terms is separate from the others. This means that if any promotion term is held to be invalid then it will be deleted but the remaining promotion terms will continue to apply.

23. The promotion terms will be interpreted and applied in accordance with English law. The English courts will have the exclusive right to settle any disputes related to our promotions.

24. **Promoter:** Funkin Limited, 122 Arlington Road, Camden, London, NW1 7HP (registered office: Funkin Limited, Crossley Drive, Magna Park, Milton Keynes, England, MK17 8FL).

**Note:** We may update the general terms from time to time. You should check this page regularly to ensure you are up-to-date because any changes will apply from the date they are made.

**Last Update: June 2022**