

## **TERMS & CONDITIONS**

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry / claim instructions are deemed to form part of the Terms and Conditions and by participating or by accepting the prize you will be deemed to have accepted and be bound by the Terms and Conditions. Please retain a copy for your information.

The personal data provided by entrants will only be used by the Promoter for the purpose of conducting the promotion and at all times in accordance with the Data Protection Act 2018 and the Promoter's Privacy Policy (available at <https://www.heineken.co.uk/legal-hub/brands-privacy-policy>). From time to time, the Promoter may share entrants' personal data with their agents/representatives to assist with administering the promotion and contacting entrants (as necessary) and/or fulfilling the prize(s).

### **THE PROMOTER**

1. Heineken UK Limited, 3-4 Broadway Park, South Gyle Broadway, Edinburgh EH12 9JZ.

### **2. ELIGIBILITY**

- a. This promotion is open to employees of independent free trade outlets and Star Pubs & Bars outlets in the Great Britain (England, Scotland and Wales). An entry may be made on behalf of a qualifying outlet by a member of staff employed at the account who is only aged 18 years or over. Excludes Northern Ireland.
- b. Email address, internet access and mobile phone/camera required. Your standard network rates apply.

### **3. PROMOTIONAL PERIOD**

- a. The prize promotion opens at 00:00 on 30<sup>th</sup> May 2022 and closes at 23:59 on 30<sup>th</sup> September 2022 (the "Promotional Period").

### **4. HOW TO ENTER**

#### **Entry instructions**

- a. Take a photo of your Old Mout Point Of Sale Kit being used in your outlet and email it to [winoldmout@loveprizes.co.uk](mailto:winoldmout@loveprizes.co.uk), along with your full name and bar name and location.
  - b. 1 entry per outlet (1 email + 1 photo = 1 entry). Photographs should be in colour and a maximum of 2MB.
  - c. Only entries that have included at least two elements of the Old Mout Kit will be entered into the draw.
5. Multiple entries from the same outlet are invalid. No third party or bulk entries. 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 in the reasonable opinion of the Promoter that any entrant is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; acting fraudulently or dishonestly in the opinion of the Promoter; using identities other than their own; using multiple email addresses, sharing photos/invoices or using the same photo/invoice per entry, creating fake identities or using any other

automated or manual means in order to increase that participant's entries or otherwise acting in violation of these terms, these participants will be disqualified, and any prize entitlement will be void.

6. The promoter accepts no responsibility for lost, incomplete, illegible or delayed entries, such entries will be void. Proof of sending is not proof of receipt and promoter does not accept any responsibility for the non receipt or the late receipt of entries due to network failure or for any associated costs to entrants. No entries submitted via any other means will be accepted. The promoter cannot guarantee uninterrupted or secure access to the entry route.
7. Entrants must only submit images that are their own work or that they have permission to use. Each entrant warrants and represents that any picture or image used in connection with this Promotion: (i) is original to them (ii) is submitted in good faith and (iii) has been legally obtained and created.
  - Each entrant undertakes to the Promoter that their entry does not: (i) infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws, regulations or terms of use; (ii) does not contain references to any other brands or trademarks; (iii) does not contain any false, defamatory, malicious, indecent, threatening or otherwise inappropriate imagery or statements, or represent a danger to health and safety; (iv) the entrant shall be solely responsible for your entry and the consequences of posting or publishing it; (v) the entrants has permission from all people appearing in the entry to submit the submission for these purposes; and (vi) the photograph does not disclose any personal or confidential information belonging to you or anyone else; Each entrant agrees to indemnify the Promoter for any loss, damage or liability arising should this provision be breached. If relevant, the Promoter reserves the right, but not the obligation (and without limiting entrants' warranty and indemnity as set out above), to screen, filter and/or monitor information provided by the entrant and to edit, refuse to distribute or remove the same.

## 8. PRIZE FUND

- a. There is 1 prize in total ('Prize'):
- b. 1 winner randomly drawn from all valid entries by a random computer generator within 28 days of Promotion Period closing will receive a £500 Virgin Experience Days voucher and £150 spending money towards a UK glamping experience. For the avoidance of doubt, whomever submits the entry, is the winner.
- c. **Covid-19:** The Promoter shall not be liable in any way for its inability to meet these timeframes in the event of any national or local lockdowns, or any circumstances resulting from Covid-19, which affect the prize delivery supply chain. Should Covid-19 affect the ability to meet these deadlines, the Promoter will fulfil its obligations as soon as it is reasonably possible.
- d. The winner will be responsible for any tax liability which may arise in connection with their receipt of the prize.
- e. The prize does not include travel or additional expenses.
- f. The prize is not transferable and there is no alternative either in whole or in part.
- g. The Promoter reserves the right to replace the Prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.
- h. The Promoter cannot guarantee that the Virgin experience will be free from disruptions, failings or cancellations. The Promoter is not liable for such disruptions, failings or cancellations unless they are caused by its negligence. Any requests for refunds or compensation arising from them should be sent to the operator of the experience.

## 9. WINNER NOTIFICATION AND PRIZE FULFILMENT

- a. The winner will be notified by email, within 28 days of the end of the Promotional Period. It is the responsibility of the entrant to ensure that they respond to the winner notification, either by answering the email, or by calling the freephone number provided in the winner notification. If the winner does not respond within the initial 7 days of the initial prize notification, they will be contacted again and given a further 7 days to respond. If contact cannot be made, or the prize is not claimed, within 14 days of the initial prize notification date an alternative winner/runner-up will be drawn. The Promoter cannot be held responsible for the winner or a runner-up failing to supply accurate information which affects prize acceptance or delivery of their prize.
- b. The Promoter reserves the right to verify the winner ask for proof identity, age, address, employment at the winning bar, employer's permission (where relevant) and to disqualify an entrant and withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these Terms and Conditions.
- c. The Promoter does not accept any responsibility in the event a winner/runner-up is not able to take their prize.
- d. The Virgin Experience Days gift card will be provided as an e-voucher to the winner's email address within 28 days of prize claim and verification. The e-voucher is valid for 12 months and can be redeemed only at [virginexperiencedays.co.uk](https://www.virginexperiencedays.co.uk). Terms and conditions of use can be found at <https://www.virginexperiencedays.co.uk/terms-and-conditions>. It is the responsibility of the winner to book their own glamping experience.
- e. The £150 spending money will be paid by cheque to the winner within 28 days of prize claim and verification.
- f. This promotion is in no way sponsored, endorsed or administered by, or associated with Virgin Experience Days.

## 10. LIMITATION OF LIABILITY

- a. Entry to the Promotion is at the entrant's sole risk. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, the Promoter, its agents and distributors hereby excludes and shall not have any liability to any entrant or third party in connection with or arising out of this promotion howsoever caused, including for any costs, expenses, claims, forfeited prizes, damages and other liabilities (whether in contract, tort or otherwise), provided that nothing herein shall operate so as to limit or exclude our liability for personal injury or death caused by the Promoter's negligence. For the avoidance of doubt, this clause shall also apply in respect of any prize provided by a third-party provider.

## 11. GENERAL

- a. Promoter's decision is final and binding. No correspondence will be entered into. Entry deems acceptance of these Terms and Conditions.
- b. Instructions provided at the point of entry form part of the Terms and Conditions of this Promotion. In the event of a conflict, these Terms and Conditions take precedence.
- c. The Promoter reserve 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. Those who try and circumvent the entry process and/or entry instructions by any method, will be disqualified and any prize award will be void.
- d. The Promoter reserves the right to cancel, amend, withdraw, terminate or temporarily suspend this Promotion in the event of any unforeseen circumstances or technical reason outside its reasonable

control, with no liability to any entrants or third parties but will use all reasonable endeavours to avoid consumer disappointment. Such circumstances include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Promoter.

- e. The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.
- f. The Promoter accepts no responsibility for third party acts or omissions. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to winner/runner-up notifications or prizes. The Promoter or their agencies will not be responsible for the non-inclusion of entries, including any such failure which is within the control of The Promoter or their agencies.
- g. It is the responsibility of the participant 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 the winner failing to supply accurate information which affects prize acceptance or delivery of their prize.
- h. The surname and county of the prize winner and runners-up will be made available to anyone who requests them by emailing [OldMout@loveprizes.co.uk](mailto:OldMout@loveprizes.co.uk) within 30 days of the date of prize notification to winner. Participants may request their surname and county are not published in the event they win by emailing [OldMout@loveprizes.co.uk](mailto:OldMout@loveprizes.co.uk) before the closing date. Please note the Promoter is required to provide a winners' list (including details of entrants who have opted out) to the Advertising Standards Authority if requested.
- i. The Promoter's decision is final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- j. 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.
- k. The application and interpretation of these Terms and Conditions shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.