

## **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 PROMOTER**

1. Walkers Snacks Limited, 450 South Oak Way, Green Park, Reading, RG2 6UW.

### **2. ELIGIBILITY**

- a. This Promotion is open to all UK (England, Scotland, Wales Northern Ireland) residents aged 18 or over, except for anyone directly connected with the planning or administration of the Promotion including employees of the Promoter, their agencies and their immediate families (spouse, parent, child, sibling, grandparent and/or 'step' family).
- b.
- c.

### **3. PROMOTIONAL PERIOD**

- a. The prize promotion opens at 00:00 on 3<sup>rd</sup> August 2022 and closes at 23:59 on 5<sup>th</sup> October 2022 (the "Promotional Period").
- b. Please note that the promotion appears across participating forecourts and motorway service sites - BP, Shell, Rontec, MFG, Eurogarages, Roadchef, Moto and Welcome Break, but there is only one shared prize pool.

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

#### **Entry instructions**

- a. Purchase necessary. Buy a qualifying pack during the Promotional Period, from a participating retailer. Please retain your purchase invoice/receipt. See clause 5 for list of qualifying products and clause 6 for participating forecourts and motorway service sites.
- b. Text STUNT followed by a space, and your name and postcode to 85100. Entries may only be submitted via text.
- c. Only one entry per person during the Promotional Period.
- d. Only entries that include a name and postcode will be eligible for entry into the prize draw.
- e. Please retain an itemised receipt with time and date of purchase that precedes entry, and within the Promotional Period. Winners will be required to provide this proof of purchase when claiming their prize.

- f. Entry is by text only. Only one entry per person during the promotional period. For the avoidance of doubt only one unique mobile number will be accepted per person, and a person can use this mobile number to enter only once. Any entrant using multiple mobile numbers to enter the promotion will be disqualified and any prize entitlement will be void. A mobile number can only be used by one person, and it cannot be shared within a household.

**5. QUALIFYING PRODUCTS**

- Walkers Max Paprika 50g
- Walkers Max Fiercely Flamin' Hot 50g
- Walkers Max Flame Grilled Steak 50g
- Walkers Max Strong Hot Sauce 50g
- Walkers Max Strong Prawn Cocktail 50g
- Walkers Max Double Crunch Loaded Cheddar & Onion 140g
- Walkers Max Crispy Chicken 140g
- Walkers Max Paprika 150g
- Walkers Max Strong Jalapeno & Cheese 150g
- Walkers Max Strong Hot Chicken Wings 150g
- Walkers Max Strong Hot Sauce 140g
- Walkers Max Strong Prawn Cocktail 140g
- Quavers Cheese 34g
- Quavers Salt & Vinegar 34g
- Quavers Prawn Cocktail 34g
- Squares Salt & Vinegar 40g
- Wotsits Cheese 36g
- Wotsits Flamin Hot 150g
- Wotsits Giants Cheese 130g
- Wotsits Giants Cheese 130g
- Wotsits Giants Flamin' Hot 130g
- Wotsits Giants Prawn Cocktail 105g
- Wotsits Cheese 126g

**6. PARTICIPATING FORECOURTS AND MOTORWAY SERVICE SITES**

BP, Shell, Rontec, MFG, Eurogarages, Roadchef, Moto and Welcome Break.

7. 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; sharing receipts, 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.
8. Entrants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Messages charged at network provider's standard network rate, but there is no charge to the participant for the returned bounce back text message. Texts are not usually included in any text inclusive packages, please check with your network provider if you are not sure of your standard network rate. Users on virtual mobile networks may not be able to text the short code. Please check with your network provider. Text lines are open 24 hours until 23:59 on the closing

date. Ask the bill payer before texting. If you text after the closing date, you will not be entered but you will be charged. Take care when entering the text code; the Promoter is not responsible for mistypes, and you may be charged at a higher rate. If you are unable to send a text, please check with your network operator first. For technical issues only, call 0333 335 3351 between Monday and Friday from 9.30am to 5pm excluding public holidays. The Promoter does not accept responsibility for entries or claims that are delayed or not received due to transmission, network or software problems or any other reason beyond the Promoter's control.

9. Entry will be confirmed with a 'Thank You' message response. There is no charge to the entrant for this message.

## 10. PRIZE FUND

- d. There are 3 prizes of a Paul Swift's Ultimate Stunt Driving Masterclass at Silverstone or Darlington.
- e. The prize includes a Paul Swift's Ultimate Stunt Driving Masterclass (approx. 2 hours and 30 mins long) for the winner and a guest . The prize must be taken by 30<sup>th</sup> November 2022, or between 1<sup>st</sup> March 2023 and 10<sup>th</sup> September 2023.
- f. Paul Swift's Ultimate Stunt Driving Masterclass must be booked at least 6 weeks in advance and is subject to availability.
- g. Prize includes overnight accommodation for two people sharing a twin room on a bed and breakfast basis only, and a £150 travel allowance.
- h. Prize excludes spending money and personal expenses.
- i. Minimum age to participate in the Ultimate Stunt Driving Masterclass is 17 (parental/guardian consent required for under 18s) and both participants must hold a full driving licence and present the original on arrival.
- j. There are no height or weight restrictions, but the winners and their guests must be able to drive comfortably.
- k. All drivers must have a good understanding of the English language for instruction purposes and need to be in reasonable health (see clause 10p and 10r).
- l. The Ultimate Stunt Driving Masterclass content, equipment used, and restrictions may vary.
- m. The stunt driving centres hold public liability insurance and its agent's hold contingency liability cover. The Promoter understands that winners will not be liable for accidental damage to equipment, except where damage has been caused as a result of recklessness or wilful negligence. The Winner should discuss further with the stunt driving centre before taking part in an Ultimate Stunt Driving Masterclass.
- n. The Prize is not transferable and there is no cash alternative.
- o. 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.
- p. Winners must disclose any, and all medical conditions (of the Winner or their guest) prior to accepting the Prize. In such circumstances, the Winners and their guests agree to execute a legal document to exonerate the Promoter from liability in a form prescribed by the Promoter if requested. Winners shall be responsible for obtaining any insurances which may be prudent in relation to the Prize. The Promoter makes no representation or warranty in relation to prizes provided and to the fullest extent permitted by law we shall have no liability to the winners and their guests in relation to any prize, its fitness for purposes, merchantability or otherwise.
- q. Winners and their guests are advised that motor events can be dangerous and in accepting the Prize and taking party in an Ultimate Stunt Driving Masterclass, they do so at their own risk.
- r. In addition to clause 10(p) above, winners acknowledge that it is a condition of taking part in a Paul Swift's Ultimate Stunt Driving Masterclass that all persons having any connection with the promotion, organisation or conduct of such activities including the owners of the land, the organisers of the event, vehicle manufacturer and Paul Swift Precision Driving Ltd are, where context permits, both: absolved from; and hereby indemnified by you against all

liability howsoever arising out of accidents resulting in personal injury to you or any person. You hereby acknowledge that your attendance at and participation in any event is conditional upon the above conditions and declare that: You are in good health and do not suffer from any disability (including, inter alia, but not exhaustively, bad eyesight, epilepsy, haemophilia or heart condition) which might make it unsafe for your participation. You are not pregnant. You are solely responsible for any decision as to your fitness. For more information visit [www.paulswift.com/experiences/stunt-driving-experiences/](http://www.paulswift.com/experiences/stunt-driving-experiences/)

## 11. PRIZE FULFILMENT

- a. The 3 winners will be contacted to arrange their prize booking within 28 working days of the end of the Promotional Period, by a third-party agency.
- b. **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.

## 12. WINNER SELECTION

The 3 winners will be independently drawn using a random number generator within 28 working days of the Closing Date.

## 13. WINNER NOTIFICATION

- a. The 3 winners will be notified by text message on the phone number used to enter the promotion, within 28 working days of the end of the Promotional Period and asked to send their proof of purchase and proof of age within 14 days to an email address of which details will be provided in the message. It is the responsibility of the entrant to ensure that they respond to the winner notification, either by sending the required information in an email. Winners who do not respond within the initial 7 days of the initial prize notification, will be contacted again (by text message and phone call) 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 will be drawn. The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery of their prize.
- b. The Promoter reserves the right to verify winners and ask for proof of eligibility, identity, age, address, and receipt with proof of purchase 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. The Promoter reserves the right to disqualify any entrant where it has reasonable grounds to believe that the entrant requires permission from their employer to participate in this promotion and that they do not have such permission (or have not complied with any procedures or rules of their employer governing participation in promotions).
- c. The Promoter does not accept any responsibility in the event a winner is not able to take their prize.

## 14. 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, participation in a prize or activity, 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.

## 15. DATA PROTECTION

- a. Any and all personal data provided by you in connection with this Promotion will be used solely by the Promoter (or its appointed agents) to: (i) assist with running the Promotion; and/or (ii) conduct analytics to improve the Promoter's promotions, products or services. The Promoter (or its appointed agents) will not contact you for reasons other than this Promotion unless you have provided your express consent. All personal data will be handled in accordance with the Promoter's privacy policies, available at:  
<https://pepsicoprivacypolicy.com/en?domain=walkers.co.uk>

## 16. 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 system errors or other issues that may result in disruption to winner 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 winners failing to supply accurate information which affects prize acceptance or delivery of their prize.

- h. The surname and county of the prize winners will be made available to anyone who requests them by emailing [driving@loveprizes.co.uk](mailto:driving@loveprizes.co.uk) within 30 days of the closing date. Participants may request their surname and county are not published in the event they win by emailing [driving@loveprizes.co.uk](mailto:driving@loveprizes.co.uk). 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.