

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 retailer businesses that are members of Total Wholesale Bestway, Unitas, Spar, Booker and Nisa (the “Eligible Wholesalers”) and residents of the United Kingdom (England, Wales, Scotland, Northern Ireland) only aged 18 years or over, excluding employees of the Promoter, employees of the Total Wholesale, associated agents, or anyone else professionally connected with the promotion.
- b. Entrants who purchase qualifying products in their role as an employee of a business must have their employer's permission to enter this promotion and must comply with any relevant procedures their employer has established, including any rules for participating in promotions. For the avoidance of doubt, an entrant is the person who makes the entry, and the entrant enters on behalf of the retail business
- c. Please note that while we encourage you to participate and enjoy the benefits of the Promotion, we believe in the responsible consumption and sale of our products. Do not purchase more product than you can reasonably use or display just to participate in this Promotion.
- d. This promotion is only open to retail businesses. Winners will be required to provide proof of ownership of the retail business, or employment at that retail business.
- e.

3. PROMOTIONAL PERIOD

- a. The prize promotion opens at 00:00 3rd January 2023 –and closes at 23:59 on 2nd March 2023 (the “Promotional Period”).
- b. Promotion appears in multiple participating wholesalers, with one shared prize pool.

4. HOW TO ENTER

Entry instructions

- a. Purchase necessary. Purchase any 2 cases of Walkers £1.25 RRP PMP 15 x 70g crisps in either Cheese & Onion, Ready Salted or Salt & Vinegar (‘Qualifying Products’) in a single transaction during the Promotional Period from an Eligible Wholesaler. Please retain your purchase invoice/receipt.
- b. Text WALKERS followed by a space, and your full name, business name and postcode to 85100. Entries may only be submitted via text.

- c. Only one entry per purchase of 2 cases of Qualifying Products.
- d. Max 8 entries per retail business in total during the Promotional Period. A different purchase invoice/receipt is required for each entry.
- e. **Please retain itemised receipts/invoices with time and date of purchase within the Promotional Period.** The purchase date must be within the Promotional Period and prior to the date of entry **Promoter reserves the right to request proof of purchase from an entrant for all entries.**
- f. Entry is by text only. For the avoidance of doubt only one unique mobile number will be accepted per retail business, and a retail business can use this mobile number to enter only a maximum of 8 times. A receipt can only be used once. A receipt cannot be shared amongst entrants. Any entrant(s) using multiple mobile numbers or sharing receipts to enter the promotion will be disqualified and any prize void. A mobile number can only be used by one entrant. The Promoter reserves the right to determine, in its sole and absolute discretion, whether a participant has already submitted an entry and to disqualify any subsequent entries or prize entitlement.
- g. 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; 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.
- h. 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.
- i. Entry will be confirmed with a 'Thank You' message response. There is no charge to the entrant for this message.

5. PRIZE FUND

- a. There are 4 prizes of £5,000 paid by BACS or cheque into the retail UK business bank account (the '**Prize**'),
- b. For the avoidance of doubt, the Prize will be awarded to the retail business, regardless of who has made the entry.

- c. Maximum of one prize per retail business.
- d. Delivery of the Prize will be arranged within 28 days of prize claim, by a third-party agency.
- e. **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.
- f. The winners will be responsible for any tax liability which may arise in connection with their receipt of their prize.
- g. Prize is not transferable and there is no prize alternative.
- h. 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.

6. WINNER SELECTION

- a. The 4 x winners will be independently drawn using a random number generator within 28 days of the end of the Promotional Period.

7. WINNER NOTIFICATION

- a. The winners will be notified by text message and called by a third party on the phone number used to enter the promotion, within 28 days of the end of the Promotional Period and asked to send their proof of purchase and proof that they are an employee or owner of a of retail business. It is the responsibility of the entrant to ensure that they respond to the winner notification, either by answering the call, returning a voicemail message left by calling the freephone number provided in the message and sending the required information in an email within 14 days of notification.
- b. If a winner does not respond within the initial 7 days of the initial prize notification, will be phoned 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 will be drawn. The Promoter cannot be held responsible for the winner failing to supply accurate information which affects prize acceptance or delivery of their prize.
- c. The Promoter reserves the right to verify the winner and ask for proof of eligibility, identity, age, address, employer's permission (where relevant) and invoice 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.
- d. The Promoter reserves the right to disqualify any entrant, or the winner 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).
- e. The Promoter does not accept any responsibility in the event a winner is not able to take their prize.

8. 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.

9. 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>

10. 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 the winner failing to supply

accurate information which affects prize acceptance or delivery of their prize.

- h. The winner may be asked to take part in reasonable publicity relating to this prize draw without payment. Such publicity may include, without limitation, publishing the winner's name and any statements made by them concerning the Promotion and the prize won as part of the Promotion on Walker's channels and via other third-party mainstream media, local media or broadcast channels.
- i. The surname and county of the prize winner will be made available to anyone who requests them by emailing walkers@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 walkers@loveprizes.co.uk. Please note the Promoter is required to provide a winner list (including details of any winner who has opted out) to the Advertising Standards Authority if requested.
- j. The Promoter's decision is final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- k. 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.
- l. 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.