

Family Pass – Clarityn Prize Draw

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.

1. THE PROMOTER: Bayer plc, 400 South Oak Way, Green Park, Reading, RG2 6AD.
2. ELIGIBILITY: This promotion is open to United Kingdom (England, Wales, Scotland, Northern Ireland) residents only aged 18 years or over, excluding employees of the Promoter, associated agents, or anyone else professionally connected with the promotion.
3. PROMOTIONAL PERIOD: The prize promotion opens at 00:00 10th May 2023 and closes at 23:59 on 20th June 2023 (the 'Promotional Period').
4. HOW TO ENTER:
 - a. Text CLARITYN followed by a space, and your full name and postcode to 85100. Entries may only be submitted via text.
 - b. Entry is by text only. No purchase necessary.
 - c. Max 1 entry per person in total 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. 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.
 - d. 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.
 - e. 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.

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

5. PRIZE FUND AND PRIZE FULFILMENT

- a. There are 5 prizes in total ('Prize'). Each winner can choose either a 1-year National Trust membership (for 2 adults & their children aged 17 and under for England, Wales and Northern Ireland residents; for 2 adults & up to 6 children aged 17 and under for Scotland residents), or a Gold Merlin Annual Pass for 4 people to a number of UK attractions and theme parks.
- b. National Trust (England, Wales and Northern Ireland residents): The 1-year National Trust Membership is for 2 adults and their children aged 17 and under living at the same address. All children you have parental responsibility for or who are living with you, including children you are fostering or who are placed with you for adoption. Grandchildren can also be included on family memberships. Under 5's go free. You can add up to 10 children against each family membership online. If you have over 10 children, these can be added by calling National Trust after the initial registration. Membership includes free unlimited entry to over 500 places across England, Wales and Northern Ireland, free parking at most National Trust car parks, a National Trust Handbook, a National Trust Magazine sent three times a year, and access to the National Trust's online Members' Area with first-look previews and behind-the-scenes features. For further information, please visit <https://www.nationaltrust.org.uk/membership/enquiries/membership-faqs>
- c. National Trust (Scotland residents): The 1-year National Trust Membership is for 2 adults & up to 6 children aged 17 and under. Membership includes unlimited, free access to the heritage in National Trust Scotland's care, with over 100 places to explore all across Scotland – from coastlines to castles, art to architecture, wildlife to wilderness; free parking in Trust-owned car parks; publications, including a subscription to member magazine and annual Guide to properties; access to exclusive member events, activities and news. For further information, please visit <https://www.nts.org.uk/membership-faq>.
- d. The Gold Merlin Annual Pass is for 4 people. At least one of the recipients (the winner) must be aged 18+. The prize offers 340+ days access to a number of UK attractions and theme parks such as Alton Towers, THORPE PARK Resort, LEGOLAND® Windsor Resort, Chessington World of Adventures Resort, Warwick Castle, SEA LIFE, The Dungeons, Madame Tussauds, The Bear Grylls Adventure, LEGOLAND® Discovery Centre. Please visit <https://www.merlinannualpass.co.uk/our-attractions/> for full list. Excludes entry on selected peak dates and paid events. View Pass restrictions here: <https://www.merlinannualpass.co.uk/important-information/terms-conditions/restriction-dates/> For full terms and conditions, please visit <https://www.merlinannualpass.co.uk/important-information/terms-conditions/annual-passes/> Some rides may not be suitable for people with physical disabilities. Height and weight restrictions may apply.
- e. Prize excludes travel or any other expenses.

- f. Prizes will be arranged within 28 working days of acceptance, by a third-party agency. Email address required for fulfilment purposes.
 - g. One Prize maximum per household.
 - h. Prize is not transferable and there is no prize alternative.
 - i. 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.
 - j. This Promotion is in no way sponsored, endorsed or administered by, or associated with National Trust or Merlin.
6. WINNER SELECTION: The winners will be independently drawn using a random number generator within 28 days of the end of the Promotional Period.
7. WINNER NOTIFICATION AND WINNER VERIFICATION:
- a. The winners will either be notified by text message or called by a third party on the phone number used to enter the promotion, within 28 days of the end of the Promotional Period.
 - b. It is the responsibility of the participant to ensure that they respond to the winner notification, either by calling the Freephone number or emailing the address provided at the point of notification (via text), or responding to the call or voicemail if phoned. Winners will have 14 days to accept the prize. If a winner does not respond within the initial 7 days of the initial prize notification, the winner will be emailed again and given a further 7 days to respond. If contact cannot be made within 14 days of the initial prize notification date an alternative winner will be drawn.
 - c. The Promoter does not accept any responsibility in the event a winner is not able to accept their prize.
 - d. The Promoter reserves the right to verify winners and ask for proof of identity, age and address and to withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these terms and conditions.
8. LIMITATION OF LIABILITY: Entry to the Promotion is at the entrant's sole risk. 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: Entrants' personal data submitted in connection with the promotion will be processed by the Promoter and their appointed agents for administering the promotion only. The Promoter (or its appointed agents) will not contact you for reasons other than this Promotion unless you have provided your express consent. To find out more about how we use and protect your personal data, as well as your privacy rights visit <https://www.bayer.co.uk/en/privacy-statement>

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 winners failing to supply accurate information which affects prize acceptance or delivery of their prize.
- h. The winners 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 Clarityn's channels and via other third-party mainstream media, local media or broadcast channels.
- i. The surname and county of the prize winners will be made available to anyone who requests them by emailing Clarityn@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 Clarityn@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.

- I. 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.