

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.

1. **THE PROMOTER:** Nutricia Limited t/a Danone UK, White Horse Business Park, Trowbridge, BA14 0XQ.
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 on 1st February 2024 and closes at 23:59 on 28th February 2024 (the 'Promotional Period').
4. **HOW TO ENTER:**
 - a. Purchase any Evian product instore at ASDA or online at ASDA.com during the Promotional Period. Please ask the cashier for a receipt and retain that receipt or retain your e-receipt if you ordered online (a "**Receipt**") as proof of purchase until 28th March 2024.
 - b. Text EVIAN followed by a space, and your full name and postcode to 85100.
 - 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.

No third party or bulk entries. Do not enter on behalf of another person. Entries via third parties, consumer groups or syndicates, entries by macros or other automated or manual 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 or the entrant's household is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data, using multiple addresses, using identities other than their own, using multiple mobile phones, sharing receipts, using any other automated means in order to increase that entrant's entries, or otherwise acting dishonestly, fraudulently or otherwise in violation of these terms, such entrant will be disqualified, and any prize entitlement will be void.
 - d. Entrants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Entry is by text only. 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.

- e. Entry will be confirmed with a 'Thank You' message response. There is no charge to the entrant for this message.
- f. Proof of purchase will not be accepted as proof of entry. No responsibility can be accepted for entries that are incomplete, lost due to technical reasons, corrupted, delayed or not received for whatsoever reason.

5. PRIZE FUND AND PRIZE FULFILMENT

There is 1 prize in total ('Prize'). Prize consists of a 2-night stay at the 5* Hotel Royal at the Evian Resort, Évian-les-Bains, France, for 2 adults (18+). Prize includes:

- return economy flights from a UK airport operating direct flights to Geneva, with one piece of checked luggage per person;
- return private transfers from the airport to hotel;
- 2 nights' accommodation at the 5* Hotel Royal at the Evian Resort, sharing a double room;
- breakfast each morning;
- full use of the Evian® Spa facilities for the duration of stay;
- a wellness spa ritual at the Evian® Spa. Includes 2 treatments of winner and guest's choice from the following selection: Harmonie Sublime 60 minute body massage, Complice Du Corps 60 minute body slimming massage, Richesse D'Éclat 45 minute facial treatment, Visage Lumiere 60 minute;
- £500 spending money (paid via bank transfer);
- Travel insurance.

b. Subject to availability, departure airport used will be the winner's nearest international airport that operates direct flights to Geneva. Winner and guest must travel together in both directions.

c. Organising valid passports is the responsibility of the winner and their guest, and prize excludes any visas. Prize also excludes domestic travel and all other expenses not expressly stated within these Terms and Conditions.

d. Travel insurance is subject to normal terms of acceptance. Pre-existing medical conditions may not be covered. No age restrictions apply.

e. Spa treatments are subject to change and availability at the time of booking. Some treatments may not be suitable for people with certain medical conditions and will be substituted for a safe alternative should this be the case.

f. Prize must be booked within 12 months and taken within 18 months of acceptance. Travel is subject to availability and excludes 15th July – 5th September 2024 and 2025, 9-11th February and 16th -18th February 2024 and 14th -16th February 2025, 15th December - 5th January 2025, 28th March – 3rd April 2024 and 18th – 22nd April 2025 and all other national holiday weekends in the UK, France and Switzerland. Once booked, the prize cannot be altered.

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:** The winner will be independently drawn using a random number generator within 7 days of the end of the Promotional Period.

7. **WINNER NOTIFICATION AND WINNER VERIFICATION:**

- a. The winner will be notified via text message within 7 days of the closing date and asked to email proof of purchase within 7 days to claim their Prize. If the winner does not respond to the notification within the first 4 days, another text message will be sent. If the winner does not respond within a further 3 days, the prize entitlement will be withdrawn.
- b. It is the winner's responsibility to provide correct, up-to-date details when confirming acceptance in order for their Prize claim to be processed. The Promoter cannot be held responsible if the winner fails to supply accurate or complete information which affects prize acceptance or delivery of their prize.
- c. In the event that proof of purchase cannot be provided, the Promoter reserves the right to withdraw prize entitlement and award the prize to a new winner.
- d. The Promoter reserves the right to verify the winner including proof of name, age and address and to request ID and to withdraw Prize entitlement where there are reasonable grounds to believe there has been a breach of these terms and conditions.
- e. The Promoter does not accept any responsibility in the event the winner is not able to accept their prize.

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 prize, 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.evian.com/en_gb/privacy-policy/

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 notification or prize. 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 will be made available to anyone who requests them by emailing evian@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 evian@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.
- 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.