

## **PWR-BRU Impulse Launch Promotion**

### **Full Terms and Conditions**

Please read these terms and conditions carefully. By submitting an entry to this promotion, you are deemed to have read and accepted them.

**Promoter:** A.G. BARR p.l.c., Westfield House, 4 Mollins Road, Cumbernauld, G68 9HD (us, we, our).

**Promotional Period:** Opens at 00:00 on 4 September 2023 and closes at 23:59 on 31 January 2024.

**To enter:** To enter you must: (i) scan the QR code printed on the flyer sent to you by the Promoter and complete the online registration form for your store (the “**Participation Form**”) by 23:59, 30 November 2023, and (ii) have a point of sale (POS) visible in your store and set up facings of PWR-BRU/RAW Energy product in accordance with one of the following tiers:

- (1) have 4 facings of PWR-BRU/RAW visible in store and have participating POS sited (Tier 1);
- (2) have 8 facings of PWR-BRU/RAW visible in store and have participating POS sited (Tier 2); and
- (3) have 12 facings of PWR-BRU/RAW visible in store and have participating POS sited (Tier 3).

After that, one of the following will happen:

(1) An AG Barr field representative will visit your store at some point in between beginning of the promotion and the end of October to confirm the number of PWR-BRU/RAW Energy product facings in store and visibility of the participating POS. This initial visit will be followed up with a visit in January 2024 to confirm the facings are still on display throughout the duration of the promotion. The dates for a visit will be chosen by the Promoter at its sole discretion and Promoter is under no obligation to provide any prior notice of a visit to a participant.

OR

(2) Alternatively, if AG Barr field representative is unable to visit your store or if you entered promotion after the end of October 2023, A.G. Barr will send you additional leaflet with QR code and instructions on how to enter the Prize draw. You will need to scan QR code, complete the form and upload photo(s) of number of PWR-BRU/RAW Energy product facings in store. This initial photo submission will be followed by an additional photo submission request sent to you by email in January.

The completion of the Participation Form constitutes an entry into the promotion. Achieving requirements of one of the Tiers constitutes entry into the Prize draw as described below.

**Eligibility:** Promotion open to GB residents only, aged 16+ who are our direct trade customers. This trade promotion is not open to consumers for entry. No purchase necessary. Normal exclusions apply. A mobile phone/tablet with QR scanning and photo camera capability, and internet access, required to enter. Entries made through agents/third parties, bulk entries or automated entries are invalid. Any promotion entries received before the promotional period or after 23:59, 30 November 2023 will not be valid and will not be entered into this promotion. Maximum one entry per trade customer's store during this promotion.

**Prizes:** Participants that achieve one of the Tiers will get the following:

(1) Tier 1 will be awarded 1x free case of 500ml IRN-BRU Xtra **and** will be granted 1 x entry into the prize draw to win £1000 ("**Draw Entry**");

(2) Tier 2 will be awarded 2x free case of 500ml IRN-BRU Xtra **and** will be granted 2 x Draw Entries; or

(3) Tier 3 will be awarded 3x free case of 500ml IRN-BRU Xtra **and** will be granted 3 x Draw Entries.

In these terms, each case of 500ml IRN-BRU Xtra is referred to as "**Reward**" and the £1000 winning as the "**Prize**".

The Reward(s) will be awarded to every participant who met one of the Tiers requirements. The Prize(s) will be awarded to randomly selected 5 winners (5 x £1000 winnings to be won in total).

**Prize Draw:** Five (5) winners will be drawn at 12:00pm on 2 February 2024 to win the Prize at random from all valid Draw Entries granted throughout the Promotional Period. Promoter will use a randomised computer programme, and the winners will be contacted by email and phone number provided on the completed Participation Form by 23:59, 9 February 2024.

At this stage, we'll ask each winner to complete the Promoter's supplier form (the "**Supplier Form**") signed by two decision makers within the winner's organisation, which will need to include the following information: bank information including account holder name, account number and sort code.

- The Reward(s) will be delivered to all stores that have met the Tiers requirements by either (a) delivery, or (b) by our field representative visiting such stores (provided participants provide us with their GB address on their Participation Form) by 23:59, 29 February 2024.
- The Prize(s) will be delivered only to the winners of the draw by bank transfer using details provided by winners within the Promoter's Supplier Form by 23:59, 29 February 2024.

If we cannot successfully contact the Prize winner(s) within 1 week of attempting to do so, we reserve the right to re-draw the Prize and select an alternative winner. This will not affect other winners who we have successfully contacted, and such winners will not be added to the re-draw pool.

For the Prize(s), we will draw maximum 5 x winners at random meaning there will be up to 5 x Prize winners in total. The odds of winning the Prize will depend on the number of Draw Entries granted to the participant in accordance with their achieved Tier.

Winner's surname and county will be obtainable by sending a stamped addressed envelope request to: Barr Direct, 2 Westfield Place, Cumbernauld, G68 9HY within 3 months of the closing date. If you wish to object to your surname and county of residence being made available, or request that we reduce the amount of information being made available, you must notify us either at the time you enter the promotion or when we contact you about your prize. Please note that, even if you do raise such an objection or request, we may still provide this information to the Advertising Standards Authority or other regulatory bodies if they request it. If your details change during a promotion, it is your responsibility to notify us otherwise you may miss out on a prize.

Entrants who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion. The entry must be made directly by the person entering the promotion. Only genuine valid entries will be considered. If it becomes apparent that a participant is submitting entries multiple times or using a computer(s) to circumvent this or any other condition by, for example, the use of 'script', 'brute force' or any other automated means, that person's entries will be disqualified, and any prize award will be void.

We'll have no responsibility for, and will not accept, any entries that are lost, delayed, incomplete, damaged, or corrupted (including, as a result of technical issues with your mobile, tablet, computer or connectivity, or technical issues with our website). Proof of sending does not constitute proof of receipt.

We reserve the right to substitute any Reward or Prize (or any part of a Reward or Prize) for an alternative of equal or greater value where we feel it is necessary due to events outside our reasonable control. Winners and Participants may not transfer the right to accept their Prize or Reward to another person without our consent. We won't offer cash alternatives to any prizes or Rewards. Prizes and Rewards are not negotiable.

Winners are responsible for any tax liability they incur as a result of accepting a Prize or Reward(s). Winners are encouraged to seek independent financial advice before accepting a prize if the tax implications concern them.

We may, at our sole discretion, arrange for an alternative winner to be selected on the same basis as the original winner if:

- A. The original winner fails any verification or eligibility checks, or
- B. The original winner is disqualified in accordance with these promotion terms.

We may disqualify any entrant if they fail our verification or eligibility checks or we have reason to believe that they have:

- A. Breached any of these promotion terms,
- B. Cheated or jeopardised the operation or integrity of this promotion, or

- C. Gained an unfair advantage or won a Prize, or were awarded a Reward, using fraudulent, dishonest, or unfair methods.

We reserve the right to suspend, vary or cancel this promotion where we feel it is necessary due to events outside our reasonable control (including where technical issues are affecting the proper running of this promotion or we suspect fraud). In these circumstances, we'll do all we can to minimise any disappointment caused.

To the fullest extent permitted by law, we won't be liable for any loss, injury or damage which you suffer by entering this promotion or which you or anyone else suffers in the enjoyment of any prize. However, nothing will exclude or limit our liability in respect of personal injury or death caused by our negligence or for any fraud or fraudulent misrepresentation committed by us.

If there is a discrepancy between these promotion terms and those in any promotional material, these promotion terms (including our general promotion term) will prevail.

**Data Controller:** A.G. Barr p.l.c..The personal information you submit in order to enter this promotion or claim a Prize or Reward (like your name, shop name, shop address, Reward delivery address, bank details and contact details) must be true and up-to-date. If your personal information changes during this promotion, you must let us know as soon as possible by emailing us at [dataprotection@agbarr.co.uk](mailto:dataprotection@agbarr.co.uk). For our Privacy Policy, see: <https://www.agbarr.co.uk/privacy-policy/> . Your contact information will be used and shared for the purposes set out in our Privacy Policy, which may include but not limited to:

- A. Us running this promotion (which will include us sharing your personal information with our marketing agents),
- B. Us disclosing your surname and county of residence if you win a prize and we receive a request for this information as set out above.

If you're uncomfortable with any of the above, please don't enter this promotion. If you object to your surname and county of residence being made available, or request that we reduce the amount of information being made available, you must let us know by emailing us at [dataprotection@agbarr.co.uk](mailto:dataprotection@agbarr.co.uk) either at the time you enter this promotion or when we contact you about your prize. If you make such an objection or request, please be aware we may still provide this information to the Advertising Standards Authority or other regulatory bodies if they request it.

Our general promotion terms apply to this promotion – these can be accessed online at <https://www.agbarr.co.uk/competition-t-cs/>.

Our decisions on all matters relating to this promotion will be final.

Each of these promotion terms is separate from the others. This means that if any promotion term is found to be invalid, it will be deleted but the remaining promotion terms will continue to apply.

These promotion terms will be interpreted and applied in accordance with Scottish law. The Scottish courts will be the only courts authorised to settle any disputes related to this promotion.