

KA - Promotion 24 July - 29 August 2023

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.

1. **Promoter:** A.G. BARR p.l.c., Westfield House, 4 Mollins Road, Cumbernauld, G68 9HD (us, we, our).
2. **Promotional Period:** Opens at 00:01 on 24/07/23 and closes at 23:59 on 29/08/23.
3. **Eligibility:**
 - (a) This promotion is open to UK legal residents aged 16 or over, except (i) our employees, (ii) our agents (iii) anyone professionally connected with the promotion and (iv) the immediate family members of (i), (ii) and (iii).
 - (b) Device with QR scanning capabilities and internet access required. Normal exclusions apply. Any entries received before or after the Promotional Period will not be valid and will not be entered into this promotion. No purchase necessary (NPN). Texts charged at standard network rate.
 - (c) Maximum 1 entry per email address/per person is permitted during the Promotional Period.
4. **To Enter:** During the Promotional Period scan the QR code and send the automatically generated text with your email address and the word 'CARNIVAL'. In the event of suspicious activity, the Promoter reserves the right to request and gather information or obtain further evidence to confirm the legitimacy of the entry/win.
5. **Prize:** 5 Prizes in total are available to be won. 5 winners will each win 1 x Sonos Move Speaker.
6. **Winner Selection:** When the Promotional Period ends 5 Prize winners will be selected at random from all valid entries received throughout the Promotional Period using a randomised computer programme.

7. **Winner Notification:** The winner will be notified of the win by email (on the email address provided upon entry) within 7 days after the closing date and will be asked to confirm their contact details (name, UK address and email address) for Prize delivery within 21 days of being notified of the win. Winners should retain their notification email until their Prize is delivered. Reasonable efforts will be made to contact the Prize winner. In the event that the Prize winner does not provide the required details within 21 days of being notified of the win, we reserve the right to disqualify that winner and award the Prize to a reserve winner selected in the same manner. Reserve winners may have less time to respond. If after approaching a reserve winner the Promoter has failed to allocate the Prize, the Promoter shall not be obliged to approach any additional reserve winner and shall be entitled to withdraw the Prize and allocate it as the Promoter sees fit.
8. **Prize Delivery:** Once the winner has provided their contact details we will deliver the Prize to the UK address provided by the winner within 7 days of the winner confirming their contact details for Prize delivery. The Promoter accepts no responsibility for failed delivery due to provision of incorrect contact details. Any Prize that is returned undelivered will be assumed unwanted.

GENERAL TERMS AND CONDITIONS:

9. **Data Controller:** A.G. BARR p.l.c.. Your contact information will only be used and shared for the purpose of administering this promotion unless we have your consent and you have opted-in to receive future marketing communications. For our Privacy Policy, see: <https://www.agbarr.co.uk/privacy-policy/>.

10. The winner's surname and country of residence will be obtainable only by sending a stamped addressed envelope request to: FAO: Customer Marketing Executive, KA Promotion 24 July - 29 August 2023, A.G. BARR p.l.c., 2nd Floor, Mansell House, Aspinall Close, Middlebrook, Horwich, Bolton, BL6 6QQ, within 3 months of the respective 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.

11. You must submit your own entry. Entrants who make an entry on someone else's behalf will be disqualified, at the Promoter's discretion. Bulk, trade, group or third party entries will not be

accepted. Entries submitted using automated entry software or any other mechanical or electronic means that enable a person to enter repeatedly will not be accepted. 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 reposting the same content 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.

12. We may carry out verification checks to confirm your eligibility to enter (including requesting proof of ID (e.g. a current passport or driver's licence) or proof of address (e.g. a recent utility bill)).

13. We will have no responsibility for, and will not accept, any entries that are lost, delayed, incomplete, illegible, damaged or corrupted (including as a result of postal delays, technical issues with your mobile, tablet, computer or connectivity, or technical issues with our website).

14. We reserve the right to substitute any prize (or an individual aspect of a prize) for an alternative of equal or greater value where we deem it strictly necessary due to events outside our reasonable control. Winners may not transfer the right to accept their prize to another person without our consent. We will not offer cash alternatives to any prize. Prizes are not negotiable.

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

16. Winners are responsible for obtaining, both for themselves and any guests, any insurance cover which is required or advisable in order to enjoy their prize.

17. We may, at our sole discretion, arrange for an alternative winner to be selected on the same basis as the original winner if: (i) the original winner fails to take any of the steps necessary to claim their prize as set out in the specific terms; (ii) we are unable to contact the original winner having made reasonable efforts to do so; (iii) the original winner fails any verification or eligibility checks; (iii) the original winner is disqualified in accordance with the promotion terms; or (iv) the original winner is unable to accept their prize for any reason.

18. We reserve the right to disqualify you if you fail our verification checks or we reasonably believe that you have: (i) breached any of the promotion terms; (ii) cheated or jeopardised the

operation or integrity of the promotion; or (iii) gained an unfair advantage or won using fraudulent, dishonest, or unfair methods.

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

20. To the fullest extent permitted by law, we will not be liable to you for any loss, injury or damage which: (i) you suffer by entering a promotion; or (ii) you or your guest(s) suffer 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.

21. Sometimes, through reasons outside of the Promoters control, the website (as with any website) may not be accessible. The Promoter cannot guarantee continuous, uninterrupted access to the website. No responsibility will be accepted for any difficulties in entering, claiming or any entries/claims delayed or corrupted. The Promoter will have no liability for any loss arising out of such an event.

22. We may ask you to supply personal details to enter a promotion or claim a prize (e.g. name, address, email address, date of birth etc). The details you submit must be true and up-to-date. By entering, you consent to us using your details in order to run the promotion (including sharing your details with any third party helping us with the promotion (e.g. our marketing agency)). Please see specific terms for information about how else we may use your details. Winners also specifically consent to: (i) us disclosing their surname and county of residence as set out in clause 10; and (ii) taking part in unpaid publicity (e.g. being filmed or taking part in an interview and/or a photo-shoot) which we may use in any media for our promotional purposes. If you do not consent to (ii) above, please do not enter our promotion.

23. Our decision in relation to all matters relating to our promotions will be final.

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

25. If there is a discrepancy between these promotion terms and those in any promotional material, these promotion terms will prevail.

26. The promotion terms will be interpreted and applied in accordance with Scottish law. The Scottish courts will have the exclusive right to settle any disputes related to our promotions.