

Rubicon Raw – October Bundle Give Away

Full Terms and Conditions

Please read these terms and conditions of entry 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., a company registered in Scotland with company number **SC005653**, and having its registered office at Westfield House, 4 Mollins Road, Cumbernauld, G68 9HD (“we, us, our”).
2. **Promotional Period:** Opens at 09:00am on 27 October 2023 and closes at 11:00am on 3 November 2023.
3. **Eligibility:**
 - (a) This promotion is open to all legal residents of the United Kingdom, aged 16 years or over, except (i) our employees, (ii) our agents and (iii) anyone professionally connected with the promotion, and (iv) the immediate family members of (i), (ii) and (iii).
 - (b) Internet access is required. An Instagram and/or Tik Tok (together, the “**Platforms**” and each is the “**Platform**”) account is also 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.
 - (c) Maximum one entry per person on each Platform is permitted during the Promotional Period. Repeated entries on the same Platform will be disregarded at the Promoter’s sole discretion.
4. **To Enter:** This is an online promotion. Internet access is required. An Instagram and/or Tik Tok account is also required. Your account page on the applicable Platform needs to be publicly viewable to enter. Only online entries submitted via the Platforms will be accepted. Entries via e-mail, facsimile or by any other means not explicitly stated above will not be accepted.

For Instagram, to enter during the Promotional Period you must: (i) follow @rubiconraw account on Instagram; (ii) like the relevant promotional post by @rubiconraw; and (iii) comment your favourite sport-related emoji on the promotional post.

For Tik Tok, to enter during the Promotional Period you must: (i) follow @rubiconrawenergy account on Tik Tok; (ii) like the relevant promotional post by @rubiconrawenergy; and (iii) comment your favourite sport-related emoji on the promotional post.

Entrants must be 16+. Entrants must not use a false name or e-mail address or provide any false information when registering for use of the Platforms/promotion. 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. The Promoter may at its entire discretion refuse, remove, or suspend participation of entrants in the promotion at any time, for any reason. The Promoter may require entrants to provide proof that they are eligible.

5. **Prize:** 1 winner from each Platform (2 winners in total across all Platforms). Each winner will win:
- a. one crate of 12x 500ml Rubicon RAW cans in flavour of the winner's choice;
 - b. one Rubicon RAW-branded hoodie;
 - c. one Rubicon RAW-branded rucksack; and
 - d. £150 gift card for Nike,
- (together, the "**Prize**").

The Prize is non-transferable and non-refundable. Whilst the Promoter will make every effort to honour the advertised Prize (in whole or in part), the Promoter reserves the right at its sole discretion to substitute the Prize with an alternative of equal or higher value (in whole or in part).

The winner is solely responsible for using the Nike gift card to purchase Nike products and the terms and conditions of the Nike gift card (<https://www.nike.com/gb/help/a/giftcard-terms-eu>) will apply to any such purchase. The Promoter is not responsible for any use or failure to use the gift card by the winner, or any acts and omissions of Nike in relation to the purchase. The winner is

encouraged to review terms and conditions of Nike and liaise any issues with the purchase with Nike directly.

6. **Winner selection:** Winners for each of the Platforms will be drawn by us at random upon the closing of the promotion on 3 November 2023 from all valid entries received throughout the Promotional Period through that Platform.
7. **Winner notification:** We will notify each winner within 5 days of the closing date of the promotion by sending them a direct message (DM) on the Platform they have entered on. Entrants are asked to check for updates and notifications to their account on the applicable Platform.

Each winner will be asked to claim the Prize by providing their full name, contact number, email address and full address by reply to the Promoter's DM within 28 days of the closing date. At this stage, each winner will also be asked to confirm the flavour of the crate of 12x 500ml cans that they would like to receive, subject to availability. Each winner may be required to provide proof of age and identity, and any documentation as reasonably required by the Promoter to validate their eligibility for the Prize. Reasonable efforts will be made to contact the Prize winner. In the event that the Prize winner does not claim the Prize and does not provide the required details within 28 days of the closing date, Promoter reserves the right to disqualify that winner and award the Prize to a reserve winner from the same Platform 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/or allocate it as the Promoter sees fit.

8. **Prize Delivery:** We will deliver the gift card to the winners by email and all other parts of the Prize to the UK addresses provided by each winner within 60 days of the contact details for the Prize delivery being confirmed. The Promoter accepts no responsibility for failed delivery due to provision of false and/or incorrect contact details. Any Prize that is returned undelivered will be assumed unwanted.
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/>. The details you submit must be true and up-to-date. We may also share your details with any third party helping us with the promotion (e.g. our marketing agencies).

10. Each winner's name and/or social media handle may be used by us to name the winner. The winner's surname and country of residence will be obtainable only by sending a stamped addressed envelope request to: IMA-HOME Agency, Westfield House, 4 Mollins Road, Cumbernauld, G68 9HD, 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 the promotion, it is your responsibility to notify us otherwise you may miss out on the 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 and/or to receive the Prize (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 any of the Platforms).

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 and non-refundable.
15. Winners are responsible for any tax liability they incur as a result of accepting the Prize. Winners are encouraged to seek independent financial advice before accepting a Prize if the tax implications concern them.
16. 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 these 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; (iv) the original winner is disqualified in accordance with the promotion terms; or (v) the original winner is unable to accept their Prize for any reason.
17. 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.
18. We reserve the right to suspend, vary or cancel the 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).
19. If your profile on the Platform you have used to enter the promotion contains any posts, text, videos, images or references which are of a defamatory, obscene, offensive, hateful, illegal or otherwise inappropriate nature (including anything we consider to be racist, homophobic, abusive, sexually explicit or discriminatory to anyone) then we reserve the right to disqualify you from the promotion. Additionally, if you comment or post anything on our social media channels which we consider to be inappropriate, we reserve the right to (i) hide or delete such comments/posts or block your profile, and/or (ii) disqualify you from the promotion.

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 the promotion; or (ii) you 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 Promoter's control, any and/or all of the Platforms, or Promoter's website, (as with any website) may not be accessible. The Promoter cannot guarantee continuous, uninterrupted access to the Platforms and/or the Promoter's 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. Our decision in relation to all matters relating to our promotions will be final.
23. 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.
24. If there is a discrepancy between these promotion terms and those in any promotional material, these promotion terms will prevail.
25. By participating in this Promotion, entrants agree to comply with the Platforms' terms of use from time to time. To the extent there is any inconsistency between these terms and conditions and the Platforms' terms and conditions, these terms and conditions shall prevail.
26. This promotion is in no way sponsored, endorsed, administered or associated with any other parties, including but not limited to Tik Tok, Instagram and/or Nike. By entering, entrants agree to release any and all of the non-affiliated parties from any and all liability in connection with the promotion.
27. Our general promotion terms apply to this Promotion – these can be accessed online at <https://www.agbarr.co.uk/competition-t-cs/>.

28. The promotion terms are governed by Scottish law and their interpretation will be subject to the exclusive jurisdiction of the courts of Scotland.