

## IRN BRU - GHOSTBRUSTER PRIZE DRAW

### 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 16:00 on 19 October 2023 and closes at 18:00 on 25 October 2023.
3. **Eligibility:**
  - (a) This promotion is open to all residents of Scotland, aged 18 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 during this Promotion across all Platforms. The participant must choose the Platform through which they wish to enter this promotion. Repeated entries through other Platforms 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 Platforms 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.

To enter on **Tik Tok** during the Promotional Period you must: (i) follow @IRNBRUOFFICIAL account on Tik Tok; and (ii) direct message (DM) the @IRNBRUOFFICIAL account with a short story about a time that you have been ghosted by someone.

To enter on **Instagram** during the Promotional Period you must: (i) follow @IRNBRU on Instagram; and (ii) either (a) submit a response to the interactive sticker prompt on IRN-BRU's Instagram story with a short story about a time that you have been ghosted by someone; OR (b) privately direct message @IRNBRU on Instagram with a short story about a time that you have been ghosted by someone.

Entrants are encouraged to keep their submitted stories brief, anonymous and not disclose any personal data of other people or any other details that might identify any individuals. The Promoter will seek to anonymise all stories received from entrants and will immediately delete any personal data disclosed (except for the entrant's personal data required for the purpose of administration of the Event, as described in par. 8 below). The Promoter retains the right to disqualify entries that, in the Promoter's reasonable opinion, contain excessive detail or third-party personal data.

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.

**Prize:** 20 winners in total across all Platforms. Each winner will win: an invitation for themselves and 1x guest to attend an IRN-BRU event on Halloween night (31 October 2023) (the "**Event**") hosted at El Perro Negro Woodlands, 152 Woodlands Road, Glasgow, G3 6LF (the "**Prize**"). The winner's guest must also be 18+.

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 any prize with an alternative of equal or higher value (in whole or in part).

The winner and their guest must comply with any terms and conditions applied by any third parties during their enjoyment of the Prize (including but not limited to those applied by the venue where the Event is held).

For the avoidance of doubt, the Prize does not include travel/transportation costs, beverages, souvenirs, gratuities, car parking charges, or any other costs of a personal nature (including spending money) that are not explicitly set out in these Terms and Conditions and the Promoter will not be responsible for any such costs.

Winners are responsible for the behaviour of themselves and their guest whilst taking the Prize and participating in the Event. The Promoter reserves the right in its absolute discretion to exclude a winner and/or their guest from participation in any aspect of the Prize if any party fails to comply with the directions of the Promoter or if a winner and/or their guest act in a manner that is dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any manner or which causes a disturbance or nuisance to others.

Failure to comply with these Terms and Conditions may result in refused entry, or the winner and/or their guest being required to leave the Event venue.

5. **Winner selection:** Winners will be drawn by us at random at 10am on 26 October 2023 from all valid entries received throughout the Promotional Period.
6. **Winner notification:** We will notify each winner by 18:00 on 26 October 2023 by sending them a direct message (DM) on the Platform that 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, email address and phone number by DM reply to the Promoter by [18:00 on 27 October 2023]. The winner may be required to provide proof of age and identity, email address, phone number, address and any documentation as reasonably required by the Promoter to validate their eligibility for the Prize.

In the event that the Prize winner does not claim the Prize and does not provide the required details by [18:00 on 27 October 2023], Promoter reserves 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/or allocate it as the Promoter sees fit.

7. **Prize Delivery:** Once the winner has claimed the Prize by DM reply and has provided the required information, the Promoter will send by email to the winner an Eventbrite link by [10:00 on 28 October 2023] containing invitation pack with further details of the event, dress code, etc. The winner must then complete the Eventbrite sign-up form (using the link provided) by [23:59 on 28 October 2023] to confirm their availability for the Event and provide the full name and details of the guest that they wish to bring along to the Event, including any special and/or accessibility requirements. It is the winner's sole responsibility to obtain any consents for sharing and disclosing to the Promoter data of their guests.

Should the details of the guest that the winner wants to take along to the Event change after the guest details have been provided, the winner should contact the Promoter by email within a reasonable time in advance of the Event.

The Promoter accepts no responsibility for failed delivery due to provision of incorrect contact details.

We may, at our sole discretion, arrange for an alternative winner to be selected on the same basis as the original winner if the original winner fails to submit the Eventbrite form in time.

8. **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).

9. The Promoter may request that the winners participate in publicity during the Event or arising from the promotion, including sharing anonymised winner's submitted stories via the Promoter's social media channels. Participation in any such publicity is at the winner's discretion and is not a condition of enjoying the Prize.
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: FAO: IRN-BRU Brand Manager, 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 fails to submit the Eventbrite form in time, (v) the original winner is disqualified in accordance with the promotion terms; or (vi) 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 (including disclosing personal data of other individuals as part of your entry); (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, the Platforms may not be accessible. The Promoter cannot guarantee continuous, uninterrupted access to the Platforms. 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 restaurants, bars, Tik Tok or Instagram. 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. The promotion terms are governed by Scots law and their interpretation will be subject to the exclusive jurisdiction of the courts of Scotland.