

## **IRN-BRU Merchandise Giveaway**

### **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 10:00 on 29 September 2023 and closes at 16:00 on 4 October 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 and Tik Tok (the “**Platform**”) account is 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 of 1 entry is permitted per person during the Promotion Period.
4. **To Enter:** This is an online promotion. An internet access and TikTok account is required. Your account page on the Platform needs to be publicly viewable to enter. Only online entries submitted via the Platform will be accepted. Entries via e-mail, facsimile or by any other means not explicitly stated above will not be accepted.

To enter during the Promotional Period you must: (i) follow @IRNBROFFICIAL account on the Platform; (ii) comment on the promotional post by

@IRNBRUOFFICIAL on its TikTok page with the name of the IRN-BRU merchandise product that you would like to win.

Entrants must not use a false name or e-mail address or provide any false information when registering for use of the Platform/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:** 25 winners in total. Each winner will win one piece of IRN-BRU merchandise from <https://girders.orgroup.co.uk/>, subject to availability.

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 Prize is subject to availability of stock and 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).

5. **Winner selection:** Winners will be drawn on the promotion closing day at random from all valid entries received throughout the Promotional Period using a randomised computer programme.
6. **Winner notification:** We will notify the winners on the day that the promotion ends by sending them a direct message (DM) on the Platform and/or by tagging them in a comment on the Platform under the promotion post. Entrants are asked to check for updates and notifications to their account on the applicable Platform.

To claim the Prize, each winner will need to get in touch through @IRN-BRU's social media channels to provide their full name, email, phone number and address (UK address only) within 24 hours of the Winner notification. 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 or does not provide the required details within 24 hours of the Winner notification,

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 and has provided required information, the Prize will be sent within 60 days of the contact details for Prize delivery being confirmed. The Promoter accepts no responsibility for failed delivery due to provision of incorrect contact details or other causes beyond its reasonable control.
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 by the Promoter and/or by any agent appointed by it to assist with the running of this promotion (including Orb International KMS Limited as the merchandise supplier). Personal data will not be disclosed to any unconnected third party not connected to fulfilment of the promotion unless we have your positive 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. Each winner's name and/or social media handle may be used by us to name the winners. The winners' 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.

10. 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.
11. 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)).
12. 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 Platform).
13. 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.
14. 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.
15. 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; (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.

16. 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.
17. 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).
18. 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.
19. 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.
20. Sometimes, through reasons outside of the Promoter's control, the Platform (as with any website) may not be accessible. The Promoter cannot guarantee continuous, uninterrupted access to the Platform. 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.
21. Our decision in relation to all matters relating to our promotions will be final.
22. 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.

23. If there is a discrepancy between these promotion terms and those in any promotional material, these promotion terms will prevail.
24. By participating in this Promotion, entrants agree to comply with the Platform's terms of use from time to time. To the extent there is any inconsistency between these terms and conditions and the Platform's terms and conditions, these terms and conditions shall prevail.
25. Orb International KMS Limited is the only other party affiliated with this promotion. This promotion is in no way sponsored, endorsed, administered, or associated with Tik Tok. By entering, entrants agree to release Tik Tok from any and all liability in connection with the promotion.
26. The promotion terms are governed by Scottish law and their interpretation will be subject to the exclusive jurisdiction of the courts of Scotland.