

Rubicon Sparkling Rose Lemonade June 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 **Opens:** 00:01, 08.06.23. **Closes:** 23:59, 09.06.23.
3. **Eligibility:**
 - (a) This Promotion is open to residents of the United Kingdom aged 16 years or over only, excluding employees of the Promoter A.G. BARR p.l.c., its agents or anyone professionally associated with this Promotion.
 - (b) No purchase is necessary. Internet access is required to enter. Normal exclusions apply. Any entries received before or after the Promotional Period will not be valid and will not be entered into this promotion. Entry is only valid via www.lifejustgotrosier.co.uk.
 - (c) Maximum 1 entry per email address and maximum 1 prize per person is permitted during the Promotional Period.
4. **To Enter:** during the Promotional Period, (i) visit www.lifejustgotrosier.co.uk; (ii) enter your details (full name, age, mobile number and email address) and your nominee's details (full name and GB address) on the online promotion form. Prize is subject to limited stock availability of 425 unique entries per day for this promotion. During periods of stock unavailability entrants will be notified immediately onscreen. 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:** There are 850 Prizes in total (425 daily prizes), that are available to be won throughout the entire Promotional Period. 850 winners will each win 1 x 500ml bottle of Rubicon Sparkling Rose Lemonade to send to a nominated person.
6. **Prize Winner Selection, Notification and Delivery**

- a) During the promotion, entrants will be required to enter their and their nominees contact details to win the Prize.
 - b) Once an entrant has submitted the online promotion form we will deliver the Prize to the Prize winners nominee's address using signed for postal delivery within 98 hours (excluding weekends and bank holidays) of the winner completing the form.
 - c) It is the responsibility of the Prize winner to ensure that they have the written approval of their nominee prior to sharing any personal data about the nominee.
7. 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:

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. We may share your personal data with The Sampling Project Limited who are an agency appointed by us to assist with the running of the promotion and prize fulfilment on our behalf. For our Privacy Policy, see: <https://www.agbarr.co.uk/privacy-policy/>.

9. The winners' surnames and counties will be obtainable only by sending a stamped addressed envelope request to: FAO: Rubicon Brand Manager, Rubicon Sparkling Rose Lemonade June 2023, A.G. BARR p.l.c., 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 a promotion, it is your responsibility to notify us otherwise you may miss out on a 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 (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 our website).

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.

14. 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.

15. 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.

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 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.

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 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.

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 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.

20. 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.

21. 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 9; 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.

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. 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.