

Secret Santa Promotion Terms & Conditions

SHORT TERMS AND CONDITIONS

GB (England, Wales and Scotland) 18+ only. Promotional Period 00:01 13/11/24 – 23:59 31/12/24. Redemption Period 00:01 01/01/2025 – 23:59 31/01/2025. No Purchase Necessary. Internet Access Required. Visit the Sizzling app and enter your details to claim your Secret Santa gift Max 1 entry per email address. Gifts: 50,000 x J2O voucher any flavour.

Visit <u>https://www.britvic.com/terms-and-conditions/</u> for Full Terms & Gift details. Promoter: Britvic Soft Drinks

FULL TERMS & CONDITIONS

Definitions

Entrant- the entrant is the individual who enters the promotion and adds the recipients email address to receive a J2O voucher, and receive a J2O voucher in their Sizzling app.

Recipients- the recipients are the individual whose email address is entered by the entrant who receives a J2O voucher via email.

1. THE PROMOTER

Britvic Soft Drinks Ltd, Breakspear Park, Breakspear Way, Hemel Hempstead, Herts, HP2 4TZ. Registered in England No. 517211.

2. ELIGIBILITY

The promotion is open to residents of GB (England, Wales and Scotland) only, except:

(a) employees of the Promoter or its holding or subsidiary companies;

(b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the promotion or its administration; or

(c) members of the immediate families or households of (a) and (b) above.

3. THE PROMOTION

- 3.1. The title of the promotion is J2O Secret Santa
- 3.2. The promotional period will open 00:01 on 13/11/2024 (the "Opening Date") to 23:59 on 31/12/2024 (the "Closing Date") inclusive. All promotion entries received after the Closing Date are automatically disqualified.
- 3.3. To enter

The Entrant visits the Sizzling app during the Promotion Period, clicks on the Secret Santa promotional app banner and provides details (friend's (Recipient's) email address, their first name, their surname, their D.O.B and their email address) The Entrant will then receive a J2O voucher in their Sizzling app wallet, and the Recipient will be emailed a J2O voucher.



- 3.4. The entrant may only enter the promotion a maximum of once. The same 'Recipients' email address may only be entered a maximum of once.
- **3.6.** Entrants must have an Internet Access/Mobile Phone/Sizzling App account to enter this promotion.

4. THE GIFT

4.1. The Gift consists of:

50,000 vouchers x 1 J2O bottle of any flavour

4.2 There are 2 J2O's to be received per entrant. One for the entrant and one for their nominated friend, the Recipient.

- 4.3. There are 50,000 Gifts to be claimed total.
- 4.4. The Gift is supplied by Britvic via Sizzling pubs.
- 4.5. Unless otherwise stated, all expenses incurred by the Recipients in the general use and/or enjoyment of the Gift, including but not limited to food, drink, travel and accommodation, are the sole responsibility of the Recipients.
- 4.6. Gift is not transferable and there is no cash alternative.
- 4.7. The Promoter reserves the right to replace the Gift with an alternative Gift of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.

NOTIFICATIONS

- 5.1 Entrants will be notified instantly via the in App microsite when they enter. Recipients will receive a Secret Santa Gift confirmation email (the "Confirmation Email"), sent to the email address provided at the time of entry by the entrant. It is the responsibility of Recipients to check junk/spam folders to ensure they are in receipt of any communications.
- 5.2. The Recipient of the Gift will be notified via a Secret Santa email within 24 hours from entering the promotion.
- 5.3. The Promoter does not accept any responsibility in the event a Recipient is not able to take up their Gift
- 5.4 The Gift is not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason the Gift is not available, the Promoter reserves the right to substitute another Gift for it, in its sole discretion, of equal or higher value.

6. GIFT DELIVERY AND REDEMPTION

- 6.1 Recipients may redeem their Gift at any eligible Sizzling Pub location.
- 6.2 If any Gifts are undelivered due to inaccurate details the Promoter reserves the right to withdraw and reallocate the Gift entitlement with no liability.



6.3 Gifts can only be redeemed from 00:01 01/01/2025 – 23:59 31/01/2025 (the "**Redemption Period**")

7. MODERATION

The Promoter will reject entries which, in the reasonable opinion of the Promoter:

- a. contain any content that is likely to be considered offensive by the Promoter or could reflect negatively the name, reputation, or goodwill of the Promoter or any brand partner;
- b. include trademarks, logos, or copyrighted material not owned by you or used without the right holder's prior written permission (including famous names, company names, etc.);
- c. defames, misrepresents, or insult other people or companies, including, but not limited to the Promoter (including its partners);
- d. promotes any political agenda.

8. LIMITATION OF LIABILITY

8.1. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the Recipient or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Gift except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. DATA PROTECTION

- 9.1. By entering the promotion, you agree that any personal information provided by you with the promotion entry may be held and used only by the Promoter or its agents and suppliers to administer this promotion.
- 9.2. Entrants' personal data will be used and will be held in accordance with the Promoter's Privacy Policy, which is available here: http://www.britvic.com/privacy

10. GENERAL

- 10.1. By entering the Promotion, Entrants confirm that they have read and agree to be bound by these Terms and Conditions and by the decisions of the Promoter.
- 10.2. Instructions provided at the point of entry form part of the Terms and Conditions of this Promotion. In the event of a conflict, these terms and conditions take precedence.
- 10.3. If the Promoter has any reason to believe that there has been a breach of these Terms and Conditions, or if it has any reason to believe that efforts have been made to distort the competitive process or spirit of the Promotion, the Promoter may, at its sole discretion, reserve the right to exclude any entrant from participating in the promotion.
- 10.4. The Promoter reserves the right to hold, void, suspend, cancel, or amend the Gift promotion where it becomes necessary to do so. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions (including but not limited to global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute,



war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God), the Promoter will not be liable for any failure to perform or delay in performing its obligations.

10.5 The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.

10.6 Verification of age, identity and address will be required before any Gifts are awarded.

10.7 The promoter reserves the right to, at its sole discretion, disqualify any entries containing:

(a) content deemed to be wholly inappropriate, discriminatory or illegal, including but not limited to obscene, indecent, defamatory, malicious, racist, sexist, homophobic, harassing, threatening and/or offensive, inclusive of nudity and/or pornography, sexual, violent and fraudulent in nature.

(b) any activity or behaviour which causes, encourages or promotes danger or a threat to the health and safety of the entrant and/or others.

(c) any activity or behaviour which promotes or advertises goods and/or services, including competitor products, for any form of remuneration.

(d) any attempt to impersonate another person or include persons who have not given permission to feature in the entry.

(e) prominent featuring of any trademark or copyright material not owned or licenced by the promoter or any third party connected to the promoter for the purposes of the promotion.

10.8 It is the responsibility of the entrant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of the Gift in order for their Gift to be processed. The Promoter cannot be held responsible for Recipients failing to supply accurate information which affects Gift acceptance or delivery of their Gift.

10.9 Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries or via third parties or syndicates, entries by macros or other automated means and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified. If it becomes apparent that a participant is using a computer(s) or multiple aliases to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means to increase that participant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that person's entries will be disqualified and any Gift award will be void.

10.10 The decisions of the Promoter are final and binding in all matters relating to the Promotion and no correspondence will be entered into.

10.11 If any clause or provision of these terms and conditions is declared by a court to be illegal, invalid or unenforceable, this declaration shall not affect the validity and enforceability of any other clause or provision within.



10.12 The terms and conditions of this Promotion, and any disputes arising therefrom, shall be subject to English law and the exclusive jurisdiction of the English Courts.