



J2O Summer Text to Win Terms and Conditions

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the terms and conditions and by participating all entrants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy for your information.

- 1. The Promoter:** Tesco Stores Ltd., Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA.
- 2. The Supplier:** Britvic Soft Drinks Ltd, Breakspear Park, Breakspear Way, Hemel Hempstead, Herts, HP2 4TZ.
- 3. Eligibility:** This prize promotion is open to UK (England, Wales, Scotland and Northern Ireland) residents aged 18 years or over excluding employees and their immediate families of The Promoter, The Supplier, associated agents or anyone professionally connected with the prize promotion.
- 4. Promotional Period:** The prize promotion opens at 00:00 on 13th July 2022 and closes at 23:59 on 2nd August 2022. Daily opening time is 00:00, daily closing time 23:59. There will be 1 draw per day, and 1 Grand Prize draw from all entries received during the Promotional Period (22 draws in total). Please see clauses 16 and 17 for draw/notification timings.
- 5. Entry Instructions:** To enter, text SUMMER or SUMMER1 or SUMMER3 followed by a space, and your full name and postcode to 60110. Entries may only be submitted via text.
- 6.** Please note that the promotion appears cross-media with 3 different keywords, but there is only one prize pool.

- 7.** Participants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Messages charged at network provider's standard network rate, but there is no charge to the participant for the returned bounce back text message. Texts are not usually included in any text inclusive packages, please check with your network provider if you are not sure of your standard network rate. Users on virtual mobile networks may not be able to text the short code. Please check with your network provider. Text lines are open 24 hours until 23:59 on the closing date. Ask the bill payer before texting. If you text after the closing date, you will not be entered but you will be charged. Take care when entering the text code; the Promoter is not responsible for mistypes, and you may be charged at a higher rate. If you are unable to send a text, please check with your network operator first. For technical issues only, call 0333 335 3351 between Monday and Friday from 9.30am to 5pm excluding public holidays. The Promoter does not accept responsibility for entries or claims that are delayed or not received due to transmission, network or software problems or any other reason beyond the Promoter's control.
- 8.** Entry will be confirmed with a 'Thank You' message response. There is no charge to the participant for this message.
- 9.** Entry is by text only. Only one entry per person per day during the Promotional Period. For the avoidance of doubt only one unique mobile number will be accepted per person, and a person can use this mobile number to enter only once per day. Any entrant using multiple mobile numbers to enter the promotion will be disqualified and any prize entitlement will be void. A mobile number can only be used by one person, and it cannot be shared within a household.
- 10.** When you enter the Promotion, you will automatically be entered into the Grand Prize Draw. Participants that do not wish to be entered into the Grand Prize Draw can opt out by emailing Summer@tescoprizes.com before the end of the Promotional Period.
- 11.** No third party or bulk entries. Entries via third parties, consumer groups 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 either a participant or household is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; using multiple mobile phone numbers; using multiple postal addresses; acting fraudulently or dishonestly in the

opinion of the Promoter; using identities other than their own; creating fake identities or using any other automated or manual means in order to increase that participant's or a household's entries or otherwise acting in violation of these terms, these participants and their household will be disqualified, and any prize entitlement will be void.

- 12.** Proof of purchase will not be accepted as proof of entry. No responsibility can be accepted for entries that are incomplete, lost due to technical reasons, corrupted, delayed or not received for whatsoever reason.

13. Prize Fund:

a. Daily Prizes:

There is 1 x prize per day, consisting of a £100 Tesco e-Gift Card. 21 prizes in total.

Email address required to receive e-gift card. Tesco Gift Cards can be used in any UK Tesco store. The e-Gift Cards cannot be used online or at a Tesco petrol station. The card and balance will expire five years from purchase or last card use.

- b. Daily Tesco e-Gift Card winners will receive their prize within 28 working days of prize acceptance.

c. Grand Prize:

There is 1 x Grand Prize, consisting of “the ultimate J2O summer garden party”, for up to 20 adults (all guests must be over 18). The garden party will last a maximum of four hours.

d. The prize includes:

- 1x Chef to cook a BBQ including all ingredients for one starter and one main per person for up to 20 adults. The chef will cater for dietary requirements and be on site for 4-5 hours including set up and clean down.
- 1x Professional cocktail bartender and mobile LED Bar with maximum 2 alcoholic cocktails per guest, unlimited Mocktails and soft drinks for up to 20 adults. Also includes custom cocktail menu (up to 4 cocktails), all ingredients and alcohol for Cocktails and Mocktails, glassware, Premium Rose Gold Bar Equipment, Ice, Fresh and Dry Fruit-Garnishes, Bamboo Straws. The bartender will be on site for 4-5 hours including set up and clean down. **Please note the Supplier promotes responsible drinking and drinks will be served accordingly.**

- 1x DJ – based on a 4-hour set
 - 1x Gazebo (3m x 3m pop up folding gazebo) which will be set up by the Event Manager.
 - J2O branded party decorations, including bunting/balloons
 - J2O branded napkins and paper plates
 - 5 x Branded J2O bean bags
 - 1x Event Manager present on site for half a day (4 hours)
- e. The winner will need to provide cooking and BBQ utensils, crockery, and a fully functioning BBQ for the chef.
 - f. The bartender requires space of 1.5 m x 1.5 m and access to electricity. The DJ requires space of approx. 2m x 3m and access to electricity.
 - g. The prize can only be held in the winner's garden and cannot be taken on any other premises.
 - h. If the winner lives in rented accommodation, landlord permission may be required to host the event.
 - i. It is the winner's responsibility to inform neighbours of the planned event and provide a start and finish time for the music.
 - j. The Grand Prize winner can choose not to have all elements of the event (DJ, Bartender and Chef) however no substitutions can be made, and there is no cash alternative to the elements which are not taken as part of the prize.
 - k. Grand Prize can be taken between 1st May 2023 to 30th September 2023, excluding all bank holidays, and is subject to availability of all parties.
 - l. Grand prize excludes all other expenses, such as but not limited to, additional food, drink, crockery, cutlery
 - m. A third-party agency will contact the Grand Prize winner within 28 working days of prize acceptance.

14. A household can win a maximum total of 1 e-gift card Prize and the Grand Prize.

15. COVID-19: The Promoter/Supplier shall not be liable in any way for its inability to meet these timeframes in the event of any national or local lockdowns, or any circumstances resulting from COVID-19, which affect the prize delivery supply chain. Should COVID-19 affect the ability to meet these deadlines, the Promoter/Supplier will fulfil its obligations as soon as it

is reasonably possible.

- 16. Winner Selection:** The daily winner will be drawn within 3 working days of the daily draw closing date from entries received that day. There are 21 draws total.

The Grand Prize draw winner will be drawn within 28 working days of the end of the Promotional Period from all entries received during the Promotional Period.

- 17. Winner Notification:** The daily winner will be notified by text within 3 working days of the respective daily draw's closing date. Winners will have 14 days to accept the prize. It is the responsibility of the participant to ensure that they respond to the winner notification, either by calling the Freephone number or emailing the address provided at the point of notification. Winners who do not respond within the initial 7 days, will be texted again or phoned and given a further 7 days to respond. If contact cannot be made, or the prize is not claimed within 14 days of the initial prize notification date, an alternative winner will be drawn.

The Grand Prize winner will be notified by text within 28 working days of the end of the Promotional Period. Grand Prize winner will have 14 days to accept the prize. It is the responsibility of the participant to ensure that they respond to the winner notification, either by calling the Freephone number or by emailing the address provided at the point of notification. If the Grand Prize winner does not respond within the initial 7 days, they will be phoned or texted again and given a further 7 days to respond. If contact cannot be made, or the prize is not claimed within 14 days of the initial prize notification date, an alternative Grand Prize winner will be drawn.

The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery of their prize.

- 18. General:** The entry instructions form part of the terms. By entering, you agree to accept and be bound by the terms.

- 19.** The Promoter's decision is final and binding. No correspondence will be entered into.

- 20.** The prize must be accepted as offered by the named winners. There is no cash or alternative prize, in whole or part. The prize is not transferable. Sale of the prize for profit is prohibited and may constitute fraud.
- 21.** The Supplier reserves the right to provide alternative prizes of equal or greater value should circumstances outside its control make this necessary.
- 22.** We reserve the right to verify winners and ask for proof of identity, age and address and to withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these terms and conditions.
- 23.** The Promoter reserves the right, at its sole discretion, to eliminate or disqualify any entries or entrants that it regards as being in breach of these terms and conditions or the spirit of the Promotion. Those who try and circumvent the entry process and/or entry instructions by any method, will be disqualified and any prize award will be void.
- 24.** Entry into the Promotion is at the entrant's sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any third parties arising out of or in connection with the Promotion and/or accepting a prize. The Promoter further disclaims liability for any injury or damage to entrants or any other person relating to or resulting from participation with this Promotion save that nothing in these terms and conditions shall act to limit or exclude the Promoter's liability resulting from its negligence or fraud.
- 25.** The Promoter accepts no responsibility for system errors or other issues that may result in disruption to, lost, delayed or not received entries, winner notifications or prizes. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of The Promoter or its agencies.
- 26.** The Promoter reserves the right to cancel, amend, withdraw, terminate or temporarily suspend this Promotion in the event of any unforeseen circumstances or technical reason outside its reasonable control, with no liability to any entrants or third parties but will use all reasonable endeavours to avoid consumer disappointment. Such circumstances include, but

are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Promoter. The Supplier bears sole responsibility for supply of the prize and Tesco cannot be held responsible for any claims relating to the prizes.

- 27.** For the avoidance of doubt, Britvic Soft Drinks Ltd and their respective subsidiaries, affiliates, owners, shareholders, officers, directors, agents, members, representatives and employees will have no liability or responsibility for any claim arising out of or in connection with participation in this promotion or any prize awarded, except for any liability that cannot be excluded by law. By entering this prize draw, you acknowledge and accept that Tesco Stores Ltd is the sole promoter in relation to the prize draw.
- 28.** The application and interpretation of these terms and conditions shall be governed by the law of England and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.
- 29.** Your data will be passed onto a third-party fulfilment service provider for the purposes of administering the prize and with Dunnhumby Limited for quantitative research purposes only. The surname and county of the winners will be made available to anyone who requests them by emailing Summer@tescoprizes.com within 1 month of the closing date. Participants may request their surname and county is not published in the event they win by emailing Summer@tescoprizes.com before the closing date. Your details will not be passed onto any third party for any other purpose without prior consent. This data will be kept secure and in accordance with the requirements of the Data Protection Act. Entrants' personal data will be used and held in accordance with the Promoter's Privacy Policy <https://www.tesco.com/help/privacy-and-cookies/privacy-centre/privacy-policy-information/privacy-policy/>.