



## **Johnnie Walker 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:** Diageo plc, Lakeside Drive, Park Royal, London, NW10 7HQ.
- 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 draw opens at 00:01 on 8<sup>th</sup> October 2019 and closes at 23:59 on 29<sup>th</sup> October 2019.
- 5. Entry Instructions:** To enter, text JOHNNIE or JOHNNIE1 or JOHNNIE5 followed by a space, and your name and postcode to 60110. Entries may only be submitted via text.

Please note that the promotion appears cross-media with 3 different keywords, but there is only one prize pool.

- 6.** Participants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Messages charged at service provider's standard network rate. Texts may not be included in any text inclusive packages. 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 0161 726 5432.

7. Entry will be confirmed with a 'Thank You' message response. There is no charge to the participant for this message.
8. Entry is by text only. Only one entry per person 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. Any entrant using multiple mobile numbers to enter the promotion will be disqualified and any prize void.
9. No third party or bulk entries. Entries 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 either a participant or household is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data, acting fraudulently or dishonestly in the opinion of the Promoter using identities other than their own or any other automated means in order to increase that participant's entries or otherwise acting in violation of these terms, these participants will be disqualified, and any prize entitlement will be void.
10. 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.

**11. Prize Fund:** There are two prizes.

The first winner randomly drawn wins a 5-night trip to Rio de Janeiro, Brazil for 2 adults (18+). Prize includes return economy flights from a UK airport operating flights to Rio de Janeiro, return private transfers from the airport to the hotel, 5 nights' 4\* accommodation in Copacabana (sharing a double room) with daily breakfast, travel insurance and £300 spending money.

Prize excludes meals and drinks other than stated, domestic transfers and visas. The winner and their guest are responsible for organising valid passport(s) (with at least 6 months'

validity), and any visas.

Prize must be taken within 12 months of notification, excluding bank holidays, Valentine's Day/weekend and school holiday periods (including Christmas-New Year 19-20), and 21-26 February 2020, subject to availability. The trip must include a Saturday night stay.

The second winner randomly drawn wins a Glenkinchie Distillery tour for 2 adults (18+).

Prize also includes return economy flights from a UK airport operating flights to Edinburgh, 2 nights' 4\* accommodation with breakfast and return private chauffeur service from the hotel to Glenkinchie Distillery.

Prize excludes meals and drinks other than stated and spending money.

Prize must be taken within 12 months of notification, excluding Valentine's Day/weekend, school holidays, 7-31 August 2020 and bank holidays and subject to availability.

- 12. Winner Selection:** The winners will be drawn using a random number generator within 14 days of the closing date.
- 13. Winner Notification:** Winners will be notified by text within 14 days of the closing date. 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 telephoned 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 Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery of their prize.
- 14. General:** The entry instructions form part of the terms. By entering, you agree to accept and be bound by the terms.
- 15.** The Promoter's decision is final and binding. No correspondence will be entered into.
- 16.** 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.

- 17.** The Supplier reserves the right to provide alternative prizes of equal or greater value should circumstances outside its control make this necessary

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.

- 18.** 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.

- 19.** 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.

- 20.** 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.

- 21.** The Promoter and the Supplier reserve 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. The Supplier bears sole responsibility for supply of the prize and Tesco cannot be held responsible for any claims relating to the prizes.

- 22.** 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.
- 23.** 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 [JohnnieWalker@tescoprizes.com](mailto:JohnnieWalker@tescoprizes.com) within 3 months of the closing date. Participants may request their name and county is not published in the event they win by emailing [JohnnieWalkerOptOut@tescoprizes.com](mailto:JohnnieWalkerOptOut@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.