Walkers 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:** Walkers Snacks Limited, 450 South Oak Way, Green Park, Reading, RG2 6UW.

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. However, there must be one person aged 21 or older in the party (meaning either the winner or one their guests must be aged 21 or older).

4. **Promotional Period:** The prize draw opens at 00:01 on 11/12/2019 and closes at 23:59 on 31/12/19.

5. **Entry Instructions:** To enter, text WALKERS or WALKERS1 or WALKERS2 or WALKERS3 or WALKERS4 or WALKERS5 or WALKERS6 followed by a space, and your name and postcode to 60110. Entries may only be submitted via text. In order for the text to be accepted as an entry, it must be communicated exactly as prescribed.

Please note that the promotion appears cross-media with 7 different keywords, but there is only one prize pool during the Promotional Period.
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 is 1 prize consisting of a 5-night trip to Las Vegas for 4 people (a minimum of one must be aged 21+) which includes the following:
• UK travel from Home address to London Airport (a travel expense allowance up to £250 will be provided).
• Return economy flights from London Heathrow or London Gatwick to Las Vegas.
• Return transfers from the Airport to the Hotel.
• A 5-night stay at Caesars Palace Hotel in Las Vegas for 4 (based on a shared occupancy in 2 x twin/double rooms)
• 4 x standard concert tickets to Mariah Carey’s concert that will be held on 22nd February 2020.
• A meet & greet with Mariah Carey for the winner and their guests to be held after the concert (see Point 13 for meet & greet details).
• £2,000 spending money.
• Comprehensive travel insurance with upper age limit and excluding pre-existing medical conditions.

12. Further Prize Terms and Conditions:

a. The 5-night trip can only be taken some time during the period between 19th February 2020 to 26th of February 2020 (‘The Travel Period’). By entering this promotion, you are confirming that you are able to take the trip during The Travel Period. The supplier will contact the winner in order to confirm the precise dates of travel that are suitable for them within The Travel Period. In the event a winner is selected that cannot travel during The Travel Period, they will be disqualified, and a reserve winner will be selected in the same manner stated in clause 13 of these terms and conditions. For the removal of doubt, if a booking is cancelled by the winner due to an inability to travel or any other reason, no alternative tickets will be issued, and no compensation and/or refund will be provided.

b. As stated above, while participants in this promotion can be aged 18 or over, in order to receive the prize either the winner or one of their guests must be aged 21 or older. In the event that a winner is under 21 or does not have someone over 21 to accompany them on the trip as one of their guests, they will be disqualified, and a reserve winner will be selected in the same manner.

c. For the removal of doubt, guests aged under 18 can be taken as guests on the trip (although as stated above either the winner or one of their guests must be aged over 21). Guests aged under 18 may go to the Mariah Carey concert so long as they are accompanied by an adult aged over 18.

d. The winner and their guests must travel together in both directions.

e. Once tickets have been issued, they are only valid for flights, dates and times shown. No alternatives are available. Name changes to the flight once confirmed are not permitted.

f. All elements of the prize package must be taken as part of the same trip.

g. The winner and their guests must abide by and are subject to the Airline’s published Conditions of Carriage.
h. The winner and their guests will require a passport valid for at least 6 months on date of travel; any necessary visas or travel insurance are the responsibility of the winner and their guests. In the event the winner or their winner is unable to travel due to visa or other personal circumstances, no alternative tickets will be issued, and no compensation or other prize will be provided.

i. For the avoidance of doubt, the Prize does not include travel/transportation, accommodation, food, beverages, souvenirs, gratuities, car parking charges, excess baggage, additional excursions and attractions or any other costs of a personal nature that are not explicitly set out in these Terms and Conditions and neither the Promoter nor any provider of any part of the Prize will be responsible for any such costs.

j. The winners must inform the Promoter of any wheelchair or any similar access needs.

k. A valid credit or debit card will be required to check in to your room and will be used to guarantee any incidentals such as in-room calls or services.

l. The winner is responsible for the behaviour of themselves and their guests whilst taking the Prize. The Promoter reserves the right in its absolute discretion to exclude the winner and/or their guests from participation in any aspect of the Prize if any party fails to comply with the directions of the Promoter or any companies associated with the Prize or if the winner and/or their guests act in a manner that is dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any manner or which causes a disturbance or nuisance to others.

m. Attendance of the named celebrity is anticipated but cannot be guaranteed in the event of sickness, delay or any other causes beyond the control of the Promoter.

n. Travel insurance will be supplied for each winner and their guests before departure with no pre-existing medical conditions. Travel insurance is subject to restrictions and the terms and conditions of the insurance provider which can be found here: https://www.insure2travel.co.uk/Docs/I2T-Policy-2019-08-Gold.pdf. It is the responsibility of the winner and their guests to meet any additional costs relating to obtaining insurance cover for any pre-existing medical conditions and/or for any additional costs as may be specified where the winner and/or any of their guests are aged 85 or over.

13. Meet & Greet Details:

- Please note that there will be other VIP guests at the meet and greet – likely 30 in total.
- After the show has finished, the winner and their guests will be escorted (along with the other VIP guests) into a green room where the winner and their guests will likely have to wait around 45 mins in a comfortable waiting room for Mariah to get a touch up and get ready for the meet & greet. Please note that we cannot guarantee the precise waiting time or waiting conditions for Mariah, as such things are dependent on many factors that are beyond our control. The time estimations provided here shall not be seen as binding on the promoter or on Mariah but are simply provided for the benefit of the winner.
- When Mariah is ready, the VIP guests will then be taken to meet Mariah. In all likelihood people will be organised in a queue where, once the winner and their guests reach the front, they will get to say hello to Mariah and have their photo taken against a backdrop. There will be a professional photographer and each
guest can download their photo from a website afterwards. **No mobile phones will be allowed in this room.**

- Unfortunately, we cannot guarantee that there will be any autographs and/or signing opportunities, but if such an opportunity arises we will inform the winner of this as soon as reasonably possible.

14. **Winner Selection:** The winner will be drawn using a random number generator within 7 working days of the closing date.

15. **Moderation:** The Supplier fully respects freedom of speech, but prior to entering the promotion, the winner (and their 4 guests) must not have uttered, posted, published or caused to be published by way of press, radio, television or in any social medium, any comments containing objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or languages, or comments that discredit or damage the reputation of the Supplier or their product(s) or service(s) or be in breach of the rules of the relevant media. In addition, the winner (and their 4 guests) must not make such comments during the life of the promotion. If, the supplier, in its absolute discretion, decides that a winner has breached this condition, that winner’s entitlement to the prize may be cancelled and a substitute winner chosen on the same basis as the original winner.

16. **Winner Notification:** The winner will be contacted by phone call/text within 7 working days of the closing date in order to confirm their eligibility and acceptance of the prize and provide any required further details (proof of identity i.e. passport or photo driving licence, name and address). It is the responsibility of the participant to ensure that they respond to the winner notification, either by responding to the call, calling the Freephone number or emailing the address provided at the point of notification. If the winner does not respond within the initial 4 days, will be telephoned and given a further 3 days to respond. If contact cannot be made, or the prize is not claimed, within 7 days of the initial prize notification date an alternative winner will be drawn. The Promoter cannot be held responsible for the winner failing to supply accurate information which affects prize acceptance or delivery of their prize.

17. We reserve the right to verify the winner’s eligibility and ask for proof of identity, age and address prior to selecting the official winner of the promotion. We reserve the right to
withdraw prize entitlement where such details have not been fully provided to our satisfaction and/or when there are reasonable grounds to believe there has been a breach of these terms and conditions.

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 an alternative prize of equal or greater value should circumstances outside its control make this necessary.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 winner will be made available to anyone who requests them by emailing Mariah@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 MariahOptOut@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.