



## Coors Mountain Promotion - 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:** Molson Coors Brewing Company (UK) Ltd. 137 High Street, Burton-on-Trent, Staffordshire, England, DE14 1JZ.
- 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 00:00 on 1<sup>st</sup> July 2021 to 23:59 on 4<sup>th</sup> August 2021.
- 5. Entry Instructions:** To enter, text MOUNTAIN or MOUNTAIN1 or MOUNTAIN2 or MOUNTAIN3 or MOUNTAIN4 or MOUNTAIN5 or MOUNTAIN6 followed by a space, and your name and postcode to 60110. Entries may only be submitted via text.
- 6.** Please note that the promotion appears cross-media with 7 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 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 entitlement will be void.
- 10.** 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.
- 11.** 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.

**12. Prize Fund:** There are 3 prizes, each consisting of a 2-night trip for 2 adults (aged 18+) to Innsbruck, Austria between 31<sup>st</sup> January 2022 and 2<sup>nd</sup> February 2022.

Prize includes:

- return economy flights from London Gatwick to Innsbruck, Austria;
- return private airport transfers in Austria only;
- 2 nights' hotel accommodation in Austria, with a four-star rating (hotel subject to availability), based on sharing a double or twin room;
- daily breakfast;
- dinner each night in Austria;
- 1 activity choice whilst in Austria (options to be provided by Prize Provider).

Return economy flights available from London Gatwick airport only including taxes, fees and one item of checked baggage per person. Flights may be indirect and not all routes will be available. Each winner and guest must have a full passport valid for at least 6 months at time of travel. Any necessary visas are the responsibility of each winner and guest. A valid credit or debit card will be required for security deposit purposes when checking into hotel accommodation. Hotel will be selected by Prize Provider at their sole discretion. Prize excludes travel insurance and must be sourced by the winners directly; they must show proof to the Prize Provider (XSEM) before travel. It is also the responsibility of the winner and/or their companion to meet any costs relating to obtaining insurance cover for any pre-existing medical condition and for any additional costs as may be specified where the winner and/or their companion are aged 70 or over. The prize excludes domestic transfers, additional activities, spending money; meals and drinks other than stated, car hire, visas and personal expenses and anything not expressly included in the prize.

Prize must be taken between 31<sup>st</sup> January 2022 and 2<sup>nd</sup> February 2022; these dates are fixed and cannot be changed. All elements of the prize must be taken at the same time; once booked, the prize cannot be altered or amended. Any restrictions/requirements for travel must be adhered to based on the guidelines at that time. All travellers must follow the United Kingdom/Austria Government legislation at the time of travel, for further UK Government advice please click here: <https://www.gov.uk/guidance/travel-advice-novel-coronavirus>. XSEM and Molson Coors do not hold any responsibility if you are unable to attend due to the government guidelines in

place at the time of travel, and the prize excludes any Covid PCR tests or documentation costs required for travel.

If unforeseen circumstances relating to Covid-19 occur or Covid-19 travel suspensions prevents travel on the specified dates of travel, the Supplier reserves the right to re-schedule the trip for a later date. Should the trip need to be cancelled the Supplier will offer winners the cash equivalent. The Prize Provider is XSEM Ltd ([www.xsem.co.uk](http://www.xsem.co.uk))

**13. Only one prize per household.**

**14. Winner Selection:** The 3 winners will be drawn using a random number generator within 14 days of the closing date.

**15. 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 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 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.

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

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

**18.** 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.

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

- 20.** 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.
- 21.** 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.
- 22.** 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.
- 23.** 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.
- 24.** 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.

- 25.** 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.
- 26.** 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 [Mountain@tescoprizes.com](mailto:Mountain@tescoprizes.com) within 1 month of the closing date. Participants may request their name and county is not published in the event they win by emailing [Mountain@tescoprizes.com](mailto:Mountain@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/>.