



## **Walkers Virtual Meet & Great with Sterling 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 Suppliers:** Walkers Snacks Ltd., 450 South Oak Way, Green Park, Reading, RG2 6UW and Britvic Soft Drinks Ltd., Breakspear Park, Breakspear Way, Hemel Hempstead, 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 Suppliers, associated agents or anyone professionally connected with the prize promotion.
- 4. Promotional Period:** The prize draw opens at 00:00 on 5<sup>th</sup> August 2020 and closes at 23:59 on 8<sup>th</sup> September 2020.
- 5. Entry Instructions:** To enter, text STERLING or STERLING1 or STERLING3 or STERLING4 or STERLING5 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 5 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 0161 726 5432 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 2 grand prizes each consisting of a 15-minute video call (virtual meet & greet) with Raheem Sterling for 5 people, to take place before 31<sup>st</sup> March 2021.

Winners and guests may only ask Raheem Sterling a selection of pre-approved questions. Attendees may only be present in the same room as one another provided any applicable COVID-19 rules, regulations or guidance is complied with at all times. The Promoter's and Suppliers' decision with respect to the interpretation or requirements of same shall be final. The Promoter and Suppliers will endeavour to provide as much visibility as possible for the Prize date, although timings may only be confirmed (and are liable to move) days in advance, subject to Raheem Sterling's availability. Neither the Promoter, Suppliers, nor Raheem Sterling will be liable in any way for any cancellation or postponement of the Prize. Internet access is required for the participation in the prize. Whilst the prize will take place over a free-to-use video conferencing software (such as Zoom), the prize does not include any devices on which the video call can be made, or internet service provider costs (or any mobile network data costs), or any other costs or expenses which are not specified in these terms and conditions. The whole prize must be taken at the same time. If a winner cannot make the call once the meet and greet date has been determined, they agree to forfeit the whole prize and the winner will be redrawn.

There are 21 runner-up prizes of a UEFA Champions League branded merchandise bundle, each consisting of 1x unisex padded jacket (size Medium), 1x Sports Roll Bag Holdall (58L capacity; 62 x 35 x 35cm) and 1x Aluminium Water Bottle (600mL).

**13. Further grand prize details and conditions:**

- a. The winners will have the opportunity to ask Raheem Sterling a selection of pre-approved questions on the call. The selection of pre-approved questions shall be subject to review and approval by the Promoter, Suppliers and Raheem Sterling (which may be granted or approved in their sole discretion). This process will be arranged by the Suppliers after the Prize is awarded.
- b. The winners must be aged 18 or over. Guests of the winners must be aged 18 or over, unless otherwise agreed by the Promoter, Suppliers and Raheem Sterling in their sole discretion.
- c. In order to facilitate the smooth-running of the Prize, there will be a minimum of 2 representatives of the Suppliers (moderators) on video call. In the event that, in the opinion of the Suppliers, the winner or any of their guests behave and/or speak in an

inappropriate manner or ask questions that have not been pre-approved, the representatives of the Suppliers will issue an initial warning. If the behaviour and/or speech continues, the representatives of the Suppliers will terminate the video call and no alternative prize, or any other form of compensation will be provided. The decision of the Suppliers is final, and no correspondence will be entered into.

- d. The video call (Prize) will be recorded for security reasons. By entering this Promotion, all entrants hereby grant the Suppliers and the Promoter (or the Suppliers' designee) the exclusive right to film, tape, sound record and photograph all their activities in connection with the Promotion and the Prize for security reasons.
- e. The winners and/or any guests may be required to agree to a confidential background check or to provide suitable information to answer questions to confirm eligibility and help ensure that awarding the Prize to such person will not bring the Promoter or Suppliers into disrepute or pose any risk to Raheem Sterling as determined by the Promoter or Suppliers in their sole discretion. This will include all relevant banning orders or related incidents regarding the winner at any venue as required by the government, the police or relevant law enforcement agencies or organisations. Part of this process may also include questions during the claim process and a review of personal information sourced from data available in the public domain. For the avoidance of doubt, if required by the Promoter or Suppliers, the winners and any guests shall provide identification satisfactory to the Promoter or Suppliers (such as Driving Licence or Passport) and agree to be subject to a social media insight check and civil/criminal searches. If the Promoter or Suppliers are not satisfied (in their sole discretion) with (i) the results of any searches, (ii) any background checks, or (iii) any of the other information provided by the winners (or the winners' guests), the winners will not be awarded the Prize and/or the winners' guest/s may not be permitted to participate in the call. All personal data provided by you to the Suppliers will be handled in accordance with the Suppliers' privacy policies, available at: <https://pepsicoprivacypolicy.com/en?domain=walkers.co.uk> and <https://www.britvic.com/site-services/privacy>.
- f. Attendance of Raheem Sterling is anticipated but cannot be guaranteed in the event of sickness, delay or any other causes beyond the control of the Promoter or Suppliers.
- g. The Promoter and Suppliers take no responsibility for any technology problems associated with the Prize, including but not limited to connection issues or video/audio quality issues. In the event there are any such issues no replacement time or video call shall be made available.

**14. Only one prize per household.**

- 15. Winner Selection:** The grand prize winners and runners-up will be drawn using a random number generator within 7 days of the closing date.
- 16. Winner Notification:** Winners will be notified by text within 7 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.
- 17. General:** The entry instructions form part of the terms. By entering, you agree to accept and be bound by the terms.
- 18.** The Promoter's decision is final and binding. No correspondence will be entered into.
- 19.** The prize must be accepted as offered by the named winners. There is no cash or alternative prizes, in whole or part. The prize is not transferable. Sale of the prize for profit is prohibited and may constitute fraud.
- 20.** The Suppliers reserve the right to provide alternative prizes of equal or greater value should circumstances outside its control make this necessary
- 21.** We reserve the right to verify winners and ask for proof of identity, age and residential address and to withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these terms and conditions.
- 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 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 Suppliers bear sole responsibility for supply of the prizes and Tesco cannot be held responsible for any claims relating to the prizes.
- 26.** For the avoidance of doubt, Walkers Snacks Limited and each of its respective subsidiaries, affiliates, owners, shareholders, officers, directors, agents, members, representatives and employees ("Walkers") will have no liability or responsibility of any claim arising in connection with participation in this promotion, except for any liability that cannot be excluded by law. By entering this Promotion, you acknowledge and accept that the Promoter is the sole promoter in relation to the Promotion.
- 27.** 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.
- 28.** 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 [Sterling@tescoprizes.com](mailto: Sterling@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 [SterlingOptOut@tescoprizes.com](mailto: SterlingOptOut@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/>.