



Cadbury FC Text to Win Terms and Conditions ("Promotion")

These Terms and Conditions govern the relationship between you, the entrant ("**you**", "**your(s)**", "**entrant(s)**"), the Promoter and the Administrator (both defined below) in relation to the Promotion and shall 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 these Terms and Conditions and by participating all entrants will be deemed to have accepted and be bound by these 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 Administrator:** Prizeology Limited, 820 The Crescent, Colchester Business Park, Colchester C04 9YO. The Administrator is responsible for administering the text-to-win element of the Promotion and for conducting the Prize draw.
- 3. The Supplier:** Mondelez Europe Services GmbH – UK Branch whose address is at Cadbury House, Sanderson Road, Uxbridge, UB8 1DH.
- 4.** The Promoter, the Administrator and the Supplier, together referred to as the "**Promotion Entities**".
- 5. Qualifying Products:** any Cadbury pack.
- 6. Eligibility:**
 - a. This Promotion is open to UK (England, Wales, Scotland and Northern Ireland) residents aged 18 years or over who: (a) have purchased Qualifying Products; (b) have a mobile phone with text capabilities and can send messages to short code numbers; and (c) internet access (to upload a receipt and to receive any digital prizes).

- b. The following are not eligible to enter this Promotion: employees and their immediate families of the Promotion Entities, associated agents or anyone professionally connected with this Promotion, including without limitation, advertising agencies, PR, Prize suppliers and legal advisors. In these Terms and Conditions, "immediate family" includes mother, father, brothers, sisters, sons, daughters, partner or spouse members of such employees or of anyone with whom such employees are domiciled.

7. Promotional Period: This Promotion opens at 00:00 on **20th May 2024** and closes at 23:59 on **18th June 2024**. Entries received outside the Promotional Period shall not be valid for entry into this Promotion.

8. Entry Instructions: During the Promotional Period:

- a. Purchase a qualifying product in a Tesco store or online at Tesco.com during the Promotional Period;
- b. Text **CADBURYFC or CADBURYFC5 or CADBURYFC6 or CADBURYFC7** followed by a space, and your full name and postcode to 60110 by 23:59 on **18th June 2024**; and
- c. Click on the link provided in the returned text message to upload a photo of your receipt to complete your entry during the Promotional Period. Only one photo can be accepted in a receipt upload. Please retain receipt.

("Entr(y)(ies)").

9. By entering this Promotion you agree that such Entry (excluding personal information) is deemed to be non-confidential and non-proprietary, and we shall have no obligation of any kind with respect to such Entries. Entries will not be returned.

10. Please note that this Promotion appears cross-media with 4 different keywords, but there is only one Prize pool.

11. Entrants 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 entrant 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.

- 12.** Entry is by text only, but internet access is required for receipt upload. Standard rates and charges of your mobile network provider will apply.
- 13.** Entry will be confirmed with a 'Thank You' response on the page upon uploading your receipt. There is no charge to the entrant for this message.
- 14.** Entry is by text only. Only one entry per person during the Promotional Period (1 text & receipt = 1 entry).
- 15.** 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. A mobile phone number can only be used by one person, and it cannot be shared within a household. A receipt can only be used once per household. A receipt cannot be shared amongst entrants. Any use by entrants of identities other than their own and/or any entrant(s) using multiple mobile numbers and/or any other methods and/or sharing receipts to enter this Promotion will be disqualified and any prize void. The Promoter reserves the right to determine, in its sole and absolute discretion, whether an entrant or household has already submitted an entry and to disqualify any subsequent entries or prize entitlement.
- 16.** 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 an entrant 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 entrant's or a household's entries or otherwise acting in violation of these terms, these entrants and their household will be disqualified, and any Prize entitlement will be void.

17. Proof of purchase will not be accepted as proof of entry and illegible, incorrect and/or incomplete Entries will not be accepted or eligible to win prize. No responsibility can be accepted for Entries that are illegible, incorrect, incomplete, lost due to technical reasons, corrupted, delayed or not received for whatsoever reason.

18. We also reserve the right in our sole and reasonable discretion to disqualify any entrant who: (a) we have reason to believe has breached any of these Terms and Conditions; and/or (b) corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion; and/or (c) engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. We also reserve our legal rights to recover damages or other compensation from such an offender.

19. Prizes:

a. There is 1 x Tier 1 prize, 10 x Tier 2 prizes, 15 x Tier 3 prizes. 26 prizes in total.

b. **Tier 1 prize:** consists of hospitality tickets for 4 x people (winner + 3 x guests) to a match, by 31st December 2024, for a home game at either Arsenal Women's FC or Liverpool FC. Winner will be contacted by Cadbury FC and asked to confirm their Club preference. Please note that matches are subject to availability and there is no guarantee of match/team.

c. Tier 1 prize also includes:

- overnight 4* hotel accommodation on either the night before or of the match (winner's choice), sharing 2 double/twin rooms, with breakfast;
- return economy travel from winner's home to hotel, with transfers between hotel and stadium;
- 1 x football shirt signed by an ambassador associated with the winner's selected Club. (by Leah Williamson for Arsenal Women's FC; by Virgil Van Dijk for Liverpool FC)
- 1 x Cadbury hamper.

d. The signed shirt will be for the winner only, and will be signed by an ambassador associated with the Club the winner selects to attend as part of the hospitality ticket prize. This will be an Arsenal Women's FC shirt signed by Leah Williamson or a Liverpool FC shirt signed by Virgil Van Dijk. No choice of shirt size. Once stock and player time have been confirmed, the shirt will be dispatched to the winner within 28 days of that shirt being signed. Please note this confirmation could be as much as 6 months after the date of the winner notification and a validated claim.

e. The prize will take place on a date by 31st December 2024. Winner may therefore need to attend at short notice. Winner will be offered a list of matches to choose from. Once selected, this cannot be changed. If the winner can't attend the confirmed date, there is no alternative prize.

f. Prize excludes meals and drinks, any meet and greets, and all other expenses not expressly stated in these Terms and Conditions.

g. The winner must be over 18 years old. Should their guest(s) be under 18, the winner will need to be their parent or legal guardian.

h. **Tier 2 prize:** a named football shirt, for one of the following players: Leah Williamson, Virgil van Dijk, Harry Kane, Neymar. Winner's choice of player. The shirt will feature the player's name and number printed on the back. Winner can select shirt size. No choice of shirt design. Please note that shirts will not have been previously worn by the respective player, and will not have been signed. Once stock of shirts has been confirmed these will be dispatched to winners within 28 days of stock confirmation. Please note this confirmation could be as much as 6 months after the date of the winner notification and a validated claim.

i. **Tier 3 prize:** consists of a pair of general admission tickets for 2 adults (18+) to a match, by 31st December 2024, for a home game at either Arsenal FC, Chelsea FC, Leeds United, Liverpool FC, Manchester United, Tottenham Hotspur, Celtic F.C., Rangers F.C., Birmingham City FC, Aston Villa Women's FC. An email address and contact number will be required in order to claim tickets through the Cadbury FC ticket portal. Winners will receive an email between 1st – 31st August 2024 inviting them to the portal, where they will each be given a pre-allocated list of available matches to choose from. **Upon receipt of the email invite, winners will have 14 days to select their tickets.** Tickets are subject to availability and there is no guarantee of match/team.

j. Tier 3 prize excludes travel and accommodation.

k. Tier 1 and 3 winners will be subject to a name check against any Club, venue or sporting Banning Orders as well as the National Police Database for those who may be subject to a court banning order.

l. All prizes are only available to home or neutral supporters of the Participating Clubs, so all necessary checks/ conditions must be adhered to. The Promoter reserves the right to disqualify any potential winner and/or guest on the basis of the findings resulting from a background or information check and award the tickets to an alternative winner.

m. Entry to any stadium is subject to the normal terms and conditions of entry of the applicable stadium and/or football club. All tickets for preferred club selections will be "home" tickets. Away fans are not permitted in the "home" section of a stadium. Winners are subject to screening by football clubs ("Clubs") based on their conditions of entry and we are not liable if you or any person accompanying you is refused entry because you do not meet these conditions.

n. Attending fans are required to not wear opposition colours and doing so may result in entry to the stadium not being permitted.

o. Each ticket is issued by the relevant Club subject to the terms and conditions of entry, which are available from the Club and will be provided to you with your Prize.

The use of a ticket to enter a Club's stadium constitutes acceptance of that Club's terms and conditions of entry. The ticket shall remain at all times the property of the issuing Club.

p. Tickets are not transferable or exchangeable and cannot be redeemed for cash any other form of compensation, including selling them to third parties. Tickets found to be transferred, exchanged, or sold will be invalidated.

q. Except mobile phones used for personal and private use only, you may not bring into (or use within) any Club's stadium any equipment that is capable of recording or transmitting any audio, visual or audio-visual material or any information or data in relation to a match or any aspect of it.

r. All winner details must be received by 18th July 2024. Please refer to Clauses 22 and 23 for draw and notification timings.

s. Prize is subject to the terms and conditions of the prize suppliers (involved third parties such as football clubs and event organisers) ('Prize Suppliers').

t. The Promotion is administered and run by the Promoter and is not in any way sponsored, endorsed or administered by, or associated with Arsenal FC, Chelsea FC, Leeds United, Liverpool FC, Manchester United, Tottenham Hotspur, Celtic F.C., Rangers F.C., Birmingham City FC, Aston Villa Women's FC. By entering the Promotion, you acknowledge that Arsenal FC, Chelsea FC, Leeds United, Liverpool FC, Manchester United, Tottenham Hotspur, Celtic F.C., Rangers F.C., Birmingham City FC, Aston Villa Women's FC., shall not have any liability to you in connection with this Promotion.

20. The prizes must be accepted as offered and redeemed by the named winners only.

There are no cash or alternative prizes, in whole or part (save where the Promoter in its sole discretion deems it reasonably necessary to provide an alternative prize). The prizes are non-transferable and non-refundable. Sale of the prizes for profit is prohibited and may constitute fraud. The prizes cannot be combined with any other offer, promotion or discount.

21. The Promoter reserves the right to provide alternative prizes of equal or greater value should circumstances outside our control make this necessary.

22. The Supplier is responsible for sourcing and supplying the prizes for the Promotion.

23. We reserve the right to verify winners and ask for proof of purchase, 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.

24. Prizes are subject to the terms and conditions of the Prize Suppliers.

- 25.** The winners will be solely responsible for paying any taxes in connection with the Prizes and all other expenses not specifically detailed above.
- 26. Winner Selection:** The winners will be drawn using a random number generator within 7 days of the closing date. The first name to be drawn will win the Tier 1 prize. The next ten (10) names to be drawn will win the Tier 2 prize. The next fifteen (15) names to be drawn will win the Tier 3 prize.
- 27. Winner Notification:** Winners will be notified by text within 7 days of the closing date. It is the responsibility of the entrant 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 4 days, will be phoned or texted again 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 and notified via the process described above the following working day and will have 7 days to accept the Prize. If either contact cannot be made within this timeframe, despite multiple attempts, or the prize is not claimed within this timeframe, an alternative winner will be drawn and notified via the process described above the following working day and will have 7 days to respond. Promotion Entities cannot be held responsible for winners failing to supply accurate information which affects Prize acceptance or delivery of their Prize.
- 28. General:** The entry instructions form part of these Terms and Conditions. By entering, you agree to accept and be bound by these Terms and Conditions.
- 29.** The Promoter's decision is final and binding. No correspondence will be entered into.
- 30.** 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 this 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.
- 31.** Entry into this Promotion is voluntary and at the entrant's sole decision and risk.
- 32.** Subject to Clause 33 below, the Promotion Entities will not in any circumstances be responsible or liable to the winners or any third party, or accept any liability for:

- a. any disappointment, loss, damage, personal injury or death occurring as a result of entry to this Promotion; and/or
- b. any loss, damage, personal injury or death occurring as a result of acceptance and/or use of the Prizes.

33. Nothing in these Terms shall limit or exclude the Promotion Entities' liability for:

- a. death or personal injury caused by negligence; and/or
- b. fraud or fraudulent misrepresentation; and/or
- c. any liability which may not be legally limited under applicable law.

34. The Promotion Entities accept no responsibility for system errors or other issues that may result in disruption to, lost, delayed or not received entries, receipt upload, winner notifications or prizes. The Promotion Entities 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 Promotion Entities.

35. 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 and in the event of an early cancellation or termination of this Promotion, the Promoter will select winners from all valid and eligible Entries received prior to any such early cancellation or termination. 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.

34. 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.

35. The Administrator will be operating and administering this Promotion, including without limitation, collecting and confirming Entries; contacting winners. The Administrator will share your personal information with the Promoter, the Supplier, Prize suppliers, a third-party fulfilment service provider (as applicable) for the purposes of administering the prizes. The surname and county of the winners will be

made available to anyone who requests them by emailing CadburyFC@tescoprizes.com within 1 month of the closing date. Entrants may request their surname and county is not published in the event they win by emailing CadburyFC@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/> and Supplier's Privacy Policy: <https://eu.mondelezinternational.com/privacy-notice>