



Moretti 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.

The personal data provided by entrants to the Promoter will only be used by the Promoter for the purpose of conducting the promotion and at all times in accordance with the Data Protection Act 2018 and the Promoter's Privacy Policy (available at <https://www.tesco.com/help/privacy-and-cookies/privacy-centre/privacy-policy-information/privacy-policy/>). From time to time, the Promoter may share entrants' personal data with their agents/representatives to assist with administering the promotion, contacting entrants and prize fulfilment (as necessary).

- 1. The Promoter:** Tesco Stores Ltd., Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA.
- 2. The Supplier:** Heineken UK Limited, 3-4 Broadway Park, South Gyle Broadway, Edinburgh EH12 9JZ.
- 3. Eligibility:** This prize promotion is open to UK England, Wales, Scotland and Northern Ireland) residents aged 18 years or over only 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 9th March 2022 and closes at 23:59 on 18th April 2022.
- 5. Entry Instructions:**
GB residents (England, Scotland, Wales):
 - a. Purchase any Birra Moretti product in a participating Tesco store or online at Tesco.com during the qualifying period from 00:00 on 9th March 2022 to 23:59 on 18th April 2022

(subject to availability). Service is at the discretion of Tesco staff. Licensing restrictions apply.

- b. Text VILLA or VILLA1 or VILLA2 or VILLA4 or VILLA5 followed by a space, and your name and postcode to 60110 before 23:59 on 18th April 2022.
- c. Click on the link provided in the returned text message to upload a photo of your receipt to complete your entry by 23:59 on 18th April 2022. If you have made a purchase online, please upload a photo of your order confirmation. Only one photo can be accepted in a receipt upload.

Northern Ireland (NI) residents:

- a. No purchase necessary. Text VILLA or VILLA1 or VILLA2 or VILLA4 or VILLA5 followed by a space, and your name and postcode to 60110 by 23:59 on 18th April 2022.
 - b. In order for the text to be accepted as an entry, it must be sent exactly as communicated above.
6. Please note that the promotion appears cross-media with 5 different keywords, but there is only one prize pool.
7. Entrants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Messages will be 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.
8. Entry is by text only, but internet access is required for receipt upload.

9. Entry will be confirmed with a 'Thank You' response on the page upon uploading your receipt.
10. Only one entry per person during the promotional period (GB: 1 text & receipt = 1 entry, NI: 1 text = 1 entry). 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 entrant(s) using multiple mobile numbers or sharing receipts to enter the 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.
11. 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.
12. 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.
13. **Winner Selection:** There is 1 prize in total. The winner will be the first qualifying entry drawn using a random number generator within 14 days of the closing date.
14. **Winner Notification:** The winner will be notified by text using the number used to enter the promotion within 14 days of the closing date. It is the responsibility of the winning 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. If the winner does not respond within the initial 7 days of notification the winner will be phoned/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 until a winner is selected who can accept the prize in accordance with these terms 13 and 14. The Promoter cannot be held responsible for the winner failing to supply accurate information which affects prize acceptance or delivery of their prize.

15. Prize Fund: There is one (1) prize in total. This consists of:

- 7 nights' accommodation in an Italian Villa in Lunigiana, Tuscany for up to six adults (all aged 18+). On a Monday-to-Monday basis.
- Prize is based on all adults sharing one Villa with 3 bedrooms.
- Return economy class flights (from either London, Manchester or Edinburgh to Pisa)
- Return private transfers (Airport to Villa)
- Car hire in Tuscany (subject to terms below – drivers must be 21+)
- Villa includes private swimming pool
- Private chef, including ingredients for 6 days. 3 meals per day (breakfast, lunch and dinner)
- Comprehensive travel insurance (see Term 20)
- ABTA or ATOL protection
- Optional additional activities (budget up to £5,000 total).
- Prize to be taken by 30.06.2023 (subject to terms below)

16. Optional Activities:

a. Optional Activities include a choice(s) from the below list (in clause 16b) to the total value of £5,000 (separate additional budget.) All activities must be made through Cloud Nine Incentives and can be tailored to group preferences.

b. List of Optional Activities to choose from: Private guide (£1,800 for group duration of stay), Vespa tour (£700 per pair), Pizza and Gelato making (£700 for group), Dinner in Chianti Vineyard (£700 for group), Outdoor Cinema (£1,250 for group), Traditional Pizza making trip (£1,350 for group), Painting class (£500 for group), Food tour (£640 for group), Cookery class with Nona (£1,135 for group), Italian language class (£150 for group).

c. All activities are subject to availability at the time of booking and are to be organised between the winner and the nominated prize fulfilment company.

d. Some activities and/or experiences may be seasonal or only operate on certain dates.
Some activities and/or experiences may have age, height, weight and/or health restrictions.

e. There will be no cash alternative for the £5,000 activities budget. If the full budget is not spent the remaining budget is non-refundable or able to be spent on anything outside of the activities list.

17. Travel: Travel is subject to availability of flights and villa. Return economy class flights included (London, Manchester, Edinburgh to Pisa). Return private transfers (airport to villa) included. Car hire included (see Term 18). Travel is not permitted over Christmas, New Year, Easter, Bank Holidays (UK & Italy), trade fairs or local special events (i.e. Fashion Week / Sporting Events). All travel must be completed within the time-frame stated in the promotional terms. Transport between your home and the airport in the UK is the responsibility of the winner. Extensions to the validity of the package will not be allowed.

18. Booking:

a. All bookings must be made through Cloud Nine Incentives Ltd, The Station, 7 High Street, Olney, Bucks, MK46 4EB. ABTA no. L9097 and ATOL no. 10626. At least six weeks in advance of departure.

b. This prize is non-transferable or exchangeable, cannot be redeemed for cash and cannot be redeemed in conjunction with any other special offer. There is no cash alternative, refund or other alternative for any unused portions of the prize.

c. In the event of cancellation by the winner, the winner or any other participant will not be entitled to claim any refund or replacement prize.

d. All bookings must be made a minimum of 6 weeks (42 days) in advance of travelling.

e. All other costs and expenses in taking up the prize not set out in the stated prize description will be at the winner's expense, these include but are not limited to transfers to the UK airport, meals, drinks, spending money, gratuities. A valid passport / visa / tourist card is the responsibility of the winner and guests. Any cost associated with acquiring a passport / visa / tourist card is the responsibility of the winner and guests. Some destinations may incur a local tourist tax, this is payable locally in cash and is the responsibility of the winner and guests.

f. Should the winner wish to add additional items to the prize (extra nights, additional passengers etc.) then winner may do so at an extra cost. Cloud Nine will advise the cost prior to booking: Cloud Nine will not enter into any discussions about cost comparison or rates sourced elsewhere.

g. It is the winner's responsibility to advise Cloud Nine of any circumstance that may prevent them or a guest from participating in any element of the prize, including but not limited to dietary requirements, medical conditions or personal circumstance.

h. Prizes may be subject to further terms and conditions of Cloud Nine's supplier, a copy of these is available to the winner upon request.

- 19.** To avail of included car hire, drivers must hold a full UK licence. The lead driver must hold a credit card in their name and be a minimum of 21 years old. Drivers age 21-25 will incur a young driver surcharge. There may be restrictions should a driver have endorsements on their licence.
- 20.** The winner is responsible for the behaviour of themselves and their guests whilst taking part in the prize. The Promoter/Prize Provider reserve the right in their absolute discretion to exclude the winner and/or guests from participation in the prize if any party fails to comply with the directions of the Promoter/Prize Provider, airline or any company associated with the prize, or, if the any party act in a manner that is dangerous to themselves or to the public or is anti-social in any manner or which causes disturbance or nuisance to others.
- 21. Travel Insurance:** Travel insurance is included within the prize and it covers winners/guests up to and including the age of 69 years. There may be a supplement payable for winner/guests over the age of 70. Pre-existing medical conditions are not covered.
- 22. Amendments to Travel:** Any amendments made by the prize winner after the booking is confirmed may be subject to administration charges levied by the specific supplier and must be met by the winner.
- 23. COVID-19:** Should prize fulfilment be delayed or affected due to the continuing Covid-19 pandemic and resulting Government restrictions, the winner will be contacted by the Prize Provider and kept updated of any unavoidable changes to the trip dates, revised fulfilment dates or prize elements. Any additional charges or expenses due to COVID-19 which could

include but are not limited to quarantine hotels, COVID passports (should they become a requirement), COVID tests etc. will be the responsibility of the prize winner.

- 24. Disruptions or Cancellations:** The Prize Provider cannot guarantee that the holiday prize and/or optional activities will be free from disruptions, failings or cancellations. The Prize Provider is not liable for such disruptions, failings or cancellations unless they are caused by our negligence. The winner or any other participant will not be entitled to claim any refund or replacement prize.
- 25. General:** The entry instructions form part of the terms. By entering, you agree to accept and be bound by the terms.
- 26.** The Promoter's decision is final and binding. No correspondence will be entered into.
- 27.** The prize must be accepted as offered by the named winner. 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.
- 28.** The Supplier reserves the right to provide an alternative prize of equal or greater value should circumstances outside its control make this necessary.
- 29.** The Promoter reserves the right to verify the winner 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.
- 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 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.
- 31.** 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.

- 32.** The Promoter accepts 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 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.
- 33.** 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.
- 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.** 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 this by emailing Moretti@tescoprizes.com within 1 month of the closing date. Entrants may request their name and county is not published in the event they win by emailing Moretti@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 2018. 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/>.