



MONSTER ENERGY GAMING 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:** Monster Energy Europe Ltd, Unit 51 Metropolitan Park, Bristol Road, Greenford, UB6 8UP.
- 4.** The Promoter, the Administrator and the Supplier, together referred to as the "**Promotion Entities**".
- 5. Qualifying Products:** Any multipack of Monster Energy 4x500ml.
- 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 the 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 **25th October 2023** and closes at 23:59 on **21st November 2023**. 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 **GAMING or GAMING1 or GAMING2 or GAMING3 or GAMING5 or GAMING6 or GAMING8** followed by a space, and your full name and postcode to 60110 by 23:59 on **21st November 2023**; 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 7 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:** There are 5 first prizes consisting of a Monster Energy-branded Gaming Bundle. Each Gaming Bundle is made up of a 1 x gaming chair (one size, adult), 1x gaming backpack (one size, adult), 1 x Monster Turtle Beach adjustable gaming headset including microphone (one size only and compatible across all consoles), plus Call of Duty Modern Warfare III (provided as a digital download card in winner's choice of compatible device sent by email).

There are 20 runners-up prizes each consisting of a Call of Duty Modern Warfare III game provided as a digital download in winner's choice of compatible device card sent by email.

Email address required by winners and runners-up to receive game download.

- 20. Only one prize per household.** The prizes must be accepted as offered and redeemed by the named winners only. There is no cash or alternative prize, in whole or part (save where the Promoter in its sole discretion deems it reasonably necessary to provide an alternative prize). 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, voucher 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 prize(s) and all other expenses not specifically detailed above.
26. **Winner Selection:** The winners will be drawn using a random number generator within 28 working days of the closing date. The first five (5) names to be drawn will each win the first prize. The next twenty (20) names to be drawn will win the runners up prizes.
27. **Winner Notification:** Winners will be notified by text within 28 working 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 7 days, will be 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 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 prize.
- 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.
- 36.** 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.

37. 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 Gaming@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 Gaming@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 <https://www.monsterenergy.com/en-gb/privacy-policy/>.