



Diet Coke 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:** Coca-Cola European Partners, Pemberton House, Uxbridge, UB8 1EZ.
3. **Eligibility:** This prize promotion is open to Great Britain (England, Wales and Scotland) 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 promotion opens at 00:00 on 28th September 2021 and closes at 23:59 on 18th October 2021.
5. **Entry Instructions:**
 - a. Purchase **any Diet Coke product** in a Tesco store or online at Tesco.com during the Promotional Period from 00:00 on 28th September 2021 to 23:59 on 18th October 2021.
 - b. Text **SMEG or SMEG1 or SMEG3 or SMEG5** followed by a space, and your name and postcode to 60110 during the Promotional Period.
 - 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.

- 6.** Please note that the promotion appears cross-media with 4 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 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.** Entry is by text only. Maximum 1 entry per person (1 text & receipt = 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 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 a participant 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 a participant or household is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data, acting fraudulently or dishonestly in the opinion of the Promoter, sharing receipts, using identities other than their own, creating fake identities or 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.

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. Prize Fund: There are 12 prizes. Each prize consists of 1x Smeg Kettle, 1x Smeg Toaster, 1x Smeg Juicer (all in white), 10x 330ml Diet Coke and 10 x 330ml Diet Coke Lime.

Prizes will be dispatched within 28 working days of acceptance.

14. Only one prize per household.

15. Winner Selection: The winners will be drawn within 28 days of the closing date.

16. Winner Notification: The winners will be notified by text within 28 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 texted again or phoned 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 prize, in whole or part. The prize is not transferable. Sale of the prize for profit is prohibited and may constitute fraud.
- 20.** The Supplier reserves 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 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.
- 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, 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.
- 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.

- 26.** 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.
- 27.** For any data processed as part of your entry into this promotion, the Promoter is the data controller. 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 winners will be made available to anyone who requests this by emailing DietCoke@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 DietCoke@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/>.