

YOUNG'S PERSONALISED TREATS – PALOMA WEEK

TERMS AND CONDITIONS

Please read these terms and conditions carefully. These terms and conditions ("**Terms**") apply to the Young's Paloma Week Giveaway (the "**Giveaway**"). You will be legally bound by these Terms from the time you request a free product as part of the Giveaway.

The promoter of the Giveaway is Young & Co.'s Brewery, P.L.C of Copper House, 5 Garrett Lane, Wandsworth, London SW18 4AQ (the "**Promoter**").

Free products for the Giveaway are provided by Fever-Tree UK Limited, 186-188 Shepherds Bush Rd, London W6 7NL and Bacardi-Martini Limited 2 Royal Court, Kings Worthy, Hampshire, England, Winchester SO23 7TW ("**Gift Provider**").

If you have any queries about the Giveaway or these Terms then please contact us at ontap@youngs.co.uk

Opening and closing dates, eligibility

- 1 The Giveaway will begin at around 07:00 on 22 May 2023 and close on or around 23:59 on 28 May 2023 or when allocated stock runs out (i.e. once 2,000 Palomas have been redeemed), whichever is soonest (the "**Giveaway Period**").
- 2 The Giveaway is open to individuals who:
 - (a) are residents of England and Wales;
 - (b) are aged 18 years or over; and
 - (c) are registered users of a valid account on the *Young's – On Tap* app (the "**App**"),at the time of entry into the Giveaway.
- 3 There is no qualifying purchase required in order to participate in the Giveaway.
- 4 There is a maximum of one (1) Free Product per person and per App account.
- 5 The Promoter reserves the right to verify the eligibility of any participant. The Promoter may require such information as it considers reasonably necessary for this purpose and a free product may be withheld until the Promoter is satisfied with the verification.
- 6 Internet access and App download and account are required to enter the Giveaway. A compatible phone and phone number are required to download and register an account for the App.

Free Product

- 7 To receive a free Paloma (the "**Free Product**"), participants must:

Commented [GWL1]: Will these "personalised treat" promotions be subject to certain stock levels?

Please note, while we can include this wording, phrases such as this or "subject to availability" do not relieve you from your obligations to do everything reasonable to avoid disappointing participants. In this context, given you have advised consumers of the limitations on the promotion (so they can decide whether or not to participate), then proceeding should not be problematic.

Commented [GWL2]: Are there any other eligibility requirements or restrictions?

Commented [GWL3]: If promotions are to be extended to Scotland or Northern Ireland, then separate advice would be required given the potential for relevant licensing restrictions.

Commented [GWL4]: Is this the case for all products? Such as the complimentary tea? Please update as required for each promotion.

Commented [GWL5]: Please confirm.

Commented [GWL6]: Please confirm.

Commented [GWL7]: Redemption mechanic to be confirmed.

a) either log into their existing account on the App or download the App and create an account;

b) enter PALOMA into the promotional code section on the home screen of the app; and

c) claim their Free Product

during the Giveaway Period.

8 The participants will then see a reference to their Free Product in the wallet section of the App, which they should present at any of the participating Young & Co's pubs (the "Pubs"). Participants are not obliged to redeem the Free Product at any of the participating Pubs.

9 Entries must be completed correctly during the Giveaway Period to be eligible to receive a Free Product. All entries completed or received outside of the Giveaway Period will not be included in the Giveaway and are not eligible to receive a Free Product.

10 Free Products must also be claimed before the expiry of the Giveaway Period and, where the Giveaway is limited by availability, before any limit on the number of Free Products included in the Giveaway is reached. For the avoidance of doubt, visibility of the Free Product in your App's "wallet" does not guarantee redemption of a Free Product.

11 All Free Products are subject to availability. There is a maximum of 2,000 Free Products available through the Giveaway. If the maximum number of Free Products are redeemed, then you will no longer be able to claim your Free Product, whether or not you have previously entered the promotional code on the App.

12 Entries generated by script, macro, mechanical or other automated means are prohibited and will cause disqualification. Multiple entries made through agents, third parties, organised groups or any entry duplication method will not be accepted and will not be entitled to receive a Free Product.

13 There is no cash or other gift alternative to the Free Product, except in the event of circumstances outside the Promoter's reasonable control, where the Promoter reserves the right (but is not obliged) to substitute a similar or alternative gift of equivalent or greater value.

14 Free Products are non-transferable and non-refundable.

15 The Promoter reserves the right to disqualify any participant it believes not to be participating within the spirit of the Giveaway or suspects of participating in any unfair or unjust behaviour. The Promoter reserves the right to use its discretion in all respects and to enforce any penalty or sanction it deems appropriate.

16 Provision of the Free Product is subject to the discretion of the relevant Pub and the participant providing, upon request by any person authorised by the Promoter at the Pub where the Free Product is being redeemed, proof of their eligibility to participate in the Giveaway (including without limitation proof that they are aged 18 years or over) at the point of redemption.

Commented [HP8]: This is based on promotions going to targeted audience. If a promotion is open to anyone where people could download the app and claim the free product then we will need to revert to the wording below.

Commented [GWL9]: Please confirm.

Commented [GWL10]: Will all Young & Co pubs be participating in the promotion or only a selection? If the latter, then that will need to be made clear in both the long and short form T&Cs.

Commented [HP11]: Last year you defined a number of pubs this was available at? Are all pubs involved this year?

Commented [GWL12]: Please confirm.

Commented [GWL13]: Please seek further advice before looking to substitute advertised gifts.

- 17 The Pubs reserve the right to withhold any Free Product:
- (a) from a participant who is unable to prove that they are aged 18 years or over;
 - (b) where the server suspects that the Free Product may be provided to someone under the age of 18; or
 - (c) where the server would otherwise refuse service to the relevant individual, in their sole discretion.
- 18 Entries that are not submitted in accordance with these Terms and/or that are delayed, damaged, incomplete, altered, illegible or otherwise defective will be disqualified and not eligible to receive a Free Product.
- 19 The Promoter accepts no responsibility for entries that are delayed or rendered invalid for any reason beyond its control.
- 20 Any questions, comments or complaints regarding this Giveaway should be directed to the Promoter at ontap@youngs.co.uk.

General

- 21 Any decision of the Promoter, or the Pubs in relation to paragraphs 16 and 17 above, is final and no correspondence will be entered into.
- 22 ~~The Promoter reserves the right to delay, postpone or cancel the Giveaway and/or amend or alter these Terms in the event of circumstances outside its reasonable control, which it considers make it necessary for it to do so.~~ By continuing to take part in the Giveaway subsequent to any revision, participants shall be deemed to have agreed to the amended terms.
- 23 ~~If there is a conflict in these Terms with any other terms whatsoever attached to any other advertising material in respect of this Giveaway, these conditions will take precedence.~~
- 24 ~~The Promoter accepts no responsibility or liability for (a) any entries which are not received due to the use of incorrect or inaccurate entry information, any faulty or failed electronic data transmissions, or for any other reason; (b) any unauthorised access to, or theft, destruction or alteration of entries at any point in the operation of the Giveaway; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, mobile devices or providers used in any aspect of the operation of the Giveaway; (d) inaccessibility or unavailability of any network or wireless service, the Internet and/or any website; or (e) any injury or damage to any person's computer(s) or mobile device(s) which may be related to or result from any attempt to participate in the Giveaway or to download any materials in connection with the Giveaway.~~
- 25 ~~Any personal information supplied in connection with the App will be used, shared and retained as set out in the Privacy Policy of the Promoter posted at <https://www.youngs.co.uk/privacy-policy>.~~

Commented [GWL14]: Please seek further advice before delaying or cancelling a promotion or amending (previously published) terms. Other than in exceptional circumstances, it is likely that exercising these rights would lead to regulatory issues.

Commented [GWL15]: This is not unusual in promotional T&Cs, but do not rely on this clause – you will need to ensure that advertising materials are consistent and include the significant conditions/exclusions/limitations relating to the prize draw (e.g. opening and closing date, who is eligible to take part, how to enter, any need to retain proof of purchase, any geographical, personal or technological restrictions on entry, the number and nature of prizes, and the name and address of Young & Co as the promoter).

Commented [GWL16]: Not all of these terms would be enforceable against UK consumers but it is not unusual to include similar wording.

Commented [GWL17]: Please note that we haven't reviewed this privacy policy.

26 The Giveaway and these Terms (including any non-contractual disputes or claims arising out of them) are subject to English law. Any disputes must be referred to the English courts.

Please drink responsibly,

Commented [GWL18]: To be deleted where the free product is not alcoholic (e.g. the National Tea Day promotion).