

YOUNG'S PERSONALISED TREATS – BURN'S NIGHT

TERMS AND CONDITIONS

Please read these terms and conditions carefully. These terms and conditions ("**Terms**") apply to the Young's Burn's Night 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 Garratt Lane, Wandsworth, London, SW18 4AQ (the "**Promoter**").

Free products for the Giveaway are provided by Diageo, 16 Great Marlborough Street, London W1F 7HS ("**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 7:00 on 22 January 2024 and close on or around 23:59 on 28 January 2024 or when allocated stock runs out whichever is soonest (the "**Giveaway Period**").
- 2 The Giveaway is open to individuals who:
 - i. are residents of the United Kingdom or the Republic of Ireland,
 - ii. are aged 18 years or over; and
 - iii. 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) entry and 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 is required to download and register an account for the App.

Free Product

- 7 To receive a free single Johnnie Walker Black and Fever-Tree Ginger Ale (the "**Free Product**"), participants must:

- a) log into their existing account on the App;
- b) either:
 - i. add the Free Product to the On Tap App basket; or
 - ii. redeem at the bar; 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 Promotor 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.

- 17 The Pubs reserve the right to withhold any Free Product:
- i. from a participant who is unable to prove that they are aged 18 years or over;
 - ii. where the server suspects that the Free Product may be provided to someone under the age of 18; or
 - iii. where the server would otherwise refuse to provide 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>.
- 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.