

#### PRIZE DRAW Terms and Conditions

# **Short Terms and Conditions:**

GB, 18+. 6 Prize Draws, 1 p/festival: Entry periods: Parklife: 00:01 10/04/24 – 23:59 09/05/24. Wireless/TRNSMT 00:01 10/04/24 – 23:59 06/06/24. Reading/Leeds/Creamfields 00:01 10/04/24 – 23:59 19/07/24. Purchase new Rockstar can (with QR code). Scan QR code, enter details (incl code on base of can) to enter chosen festival draw. Max 5 entries p/p p/Draw. Max 1 prize p/p. Prizes: 300 pairs of weekend festival tickets. Parklife (08-09/06/24): 1 of 50 pairs. Wireless (12-14/07/24): 1 of 50 pairs. TRNSMT (12-14/07/24): 1 of 50 pairs. Reading (23-25/08/24): 1 of 50 pairs. Leeds (23-25/08/24): 1 of 50 pairs. Creamfields North (22-25.08.24): 1 of 50 pairs. Travel/accom. excl. Winner must respond within 7 days to claim Prize. Retain receipt. Full T&Cs: www.rockstarenergy.co.uk/FestivalTix. Promoters: Britvic Soft Drinks Ltd and PepsiCo International Ltd.

## **TERMS & CONDITIONS**

## 1. THE PROMOTERS

Britvic Soft Drinks Ltd, Breakspear Park, Breakspear Way, Hemel Hempstead, Herts, HP2 4TZ. Registered in England No. 517211 and PepsiCo International Limited, 450 South Oak Way, Green Park, Reading, Berks RG2 6UW

# 2. ELIGIBILITY

The promotion is open to residents of the Great Britain (England, Wales and Scotland) aged 18 years or over only, excluding:

(a) employees of the Promoters or their holding or subsidiary companies;

(b) employees of agents or suppliers of the Promoters or their holding or subsidiary companies, who are professionally connected with the promotion or its administration; or

(c) members of the immediate families or households of (a) and (b) above.

Purchase is necessary. Please retain an itemised receipt that states the time and date of purchase prior to entry, but within the Promotion Period, as this may be required for validation and in order for the winner to receive their Prize. Internet access, smartphone and a valid email address are required.

Please note that while we want to encourage you to participate and enjoy the benefits of the Promotion we believe in responsible consumption of our products. DO NOT purchase more product than you can reasonably use or consume just to participate in this Promotion.

## 3. THE PROMOTION

## **3.1.** The title of the promotion is **ROCKSTAR X LIVE NATION FESTIVALS.**

**3.2.** The promotional period will open 00:01 BST on 10/04/2024 (the "**Opening Date**") to 23:59 BST on 19/07/2024 (the "**Closing Date**") inclusive within which there are six separate promotional subperiods. Please see the below. All promotion entries received after the relevant Entry Period for the relevant Prize Draw will be automatically disqualified.

Prize Draw Er	ntry Period	Prizes
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1	Enter between 00:01 BST on 10	50 x pairs of tickets to the Parklife festival for
	April 2024 – 23:59 BST on 9 May	the 8 June 2024 and the 9 June 2024 plus 2 x
	2024, inclusive.	Rockstar Energy Drink Festival Wristbands.
2	Enter between 00:01 BST on 10	50 x pairs of tickets to the Wireless festival for
	April 2024 – 23:59 BST on 6 June	the 12 July 2024 to the 14 July 2024 inclusive
	2024, inclusive.	plus 2 x Rockstar Energy Drink Festival
		Wristbands.
3	Enter between 00:01 BST on 10	50 x pairs of tickets to the TRNSMT festival for
	April 2024 – 23:59 BST on 6 June	the 12 July 2024 to the 14 July 2024 inclusive
	2024, inclusive.	plus 2 x Rockstar Energy Drink Festival
		Wristbands.
4	Enter between 00:01 BST on 10	50 x pairs of tickets to the Reading festival for
	April 2024 – 23:59 BST on 19 July	the 23 August 2024 to the 25 August 2024
	2024, inclusive.	inclusive plus 2 x Rockstar Energy Drink
		Festival Wristbands.
5	Enter between 00:01 BST on 10	50 x pairs of tickets to the Leeds festival for
	April 2024 – 23:59 BST on 19 July	the 23 August 2024 to the 25 August 2024
	2024, inclusive.	inclusive plus 2 x Rockstar Energy Drink
		Festival Wristbands.
6	Enter between 00:01 BST on 10	50 x pairs of tickets to the Creamfields North
	April 2024 – 23:59 BST on 19 July	festival for the 22 August 2024 to the 25
	2024, inclusive.	August 2024 inclusive plus 2 x Rockstar Energy
		Drink Festival Wristbands.

- **3.3.** To enter, purchase any new Promotional Rockstar can with a QR code (see Clause 3.5). Scan the QR code on can, select your preference of festival and complete the online form providing your details (name, email address and telephone number) along with the 8-digit Julian code found on base of the can to be entered into the relevant prize draw.
- **3.4.** You may enter a maximum of 5 times for each Prize Draw provided that you purchase a Promotional Product each and every time you enter. There is a maximum of 1 Prize per person. One itemised receipt per entry receipt must state the time and date of purchase, which must pre-date the entry date and time, but be within the promotional period.
- **3.5.** Promotional Products: Blueberry & Pomegranate 500ml, Tropical Guava 500ml, Mango 500ml, Strawberry & Lime Zero Sugar 500ml, Watermelon & Kiwi Zero Sugar 500ml, Blueberry Zero Sugar 500ml, Original 500ml. These must be new design packs containing QR code on the side of can.
- **3.6.** Proof of sending will not be accepted as proof of delivery or receipt of entry. Incomplete, illegal, misdirected or late entries will not be accepted.

# 4. THE PRIZE

- **4.1.** Please see Clause 3.2 for a prize breakdown. There are 300 Prizes to be won in total, 50 per prize draw.
- **4.2.** Further Prize Details and Conditions: Any guest must be 18 or over.

The prize includes access to the festival over the whole festival period, including, where festivals allow, camping in the general camping area. Additional camping upgrades are not included. Valid Photo ID may be required in some instances.



The tickets to Parklife and Reading & Leeds Festivals will be provided as e-tickets via Ticketmaster. Winners must have a Ticketmaster account (or create one for free) to redeem the tickets.

The tickets to Wireless, TRNSMT and Creamfields Festivals will be provided as physical tickets via post.

It is the responsibility of the participant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of the Prize in order for their Prize to be processed. The Promoter cannot be held responsible for winners failing to supply accurate information which affects Prize acceptance or delivery of their Prize.

The Promoter is not liable for any Prizes once distributed/dispatched to a winner and the Promoter will not be responsible for any Prizes not received, broken or lost in transit.

The Rockstar Energy Drink Festival Wristbands will entitle the winners and their guests exclusive perks at the festivals. The exact perks will be communicated to the winners upon receipt of the Wristbands.

For the avoidance of doubt, the Prize does not include travel/transportation, accommodation, food, beverages, souvenirs, gratuities, car parking charges, excess baggage, additional excursions and attractions or any other costs of a personal nature (including spending money) that are not explicitly set out in these Terms and Conditions and neither the Promoters nor any provider of any part of the Prize will be responsible for any such costs.

The winner is responsible for the behaviour of themselves and their guest whilst taking the Prize. The event organiser reserves the right in its absolute discretion to exclude the winner and/or their guest from participation in any aspect of the Prize if any party fails to comply with the directions of the Promoters or any companies associated with the Prize or if the winner and/or their guest act in a manner that is dangerous to themselves or to the public or is, in the opinion of the event organiser, anti-social in any manner or which causes a disturbance or nuisance to others. Failure to comply with these event related rules may result in refused entry, or the ticket holders being required to leave the festival.

At the festival, you will be subject to the festival's code of conduct and we reserve the right to refuse entry and service of any customer who appears to be intoxicated or drinking irresponsibly.

If you are refused entry to a festival, we reserve the right to not permit entry to any future shows and the tickets will not be replaced with others.

Winners must inform the Promoters of any wheelchair or any similar access needs.

Winners and their guest must comply with the relevant terms and conditions for their allocated festival:

Parklife: parklife.uk.com/information/termsandconditions/

Wireless: wirelessfestival.co.uk/terms/

TRNSMT: trnsmtfest.com/event-terms-conditions/

Reading: www.readingfestival.com/ticket-tcs/

Leeds: www.leedsfestival.com/ticket-tcs/

Creamfields: creamfields.com/terms

- **4.3.** Prize is not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation.
- **4.4.** If for any reason the Prize is not available, the Promoters reserve the right to replace the Prize with an alternative prize for it, in its sole discretion, of equal or higher value.

### 5. WINNER NOTIFICATION



- **5.1.** 50 provisional winners will be randomly selected from all valid entries received during each Entry Period. For your total confidence each draw will be conducted by PROMOVERITAS, the independent promotional verification service within three working days of the end of the relevant Prize Draw.
- **5.2.** Provisional winners will be notified via the email address used to enter the promotion within 2 working days of the Draw Date and will be asked to provide evidence of identity and eligibility. Reasonable efforts will be made to contact the provisional winners. Once eligibility has been confirmed, the provisional winners will be confirmed as a winner.
- **5.3.** Provisional winners have 7 days from initial notification to respond and subsequently confirm acceptance of their Prize, otherwise the Promoters reserve the right to disqualify that entrant and offer the Prize to the next eligible entrant selected from the correct entries that were received before the Closing Date. Reserve winners may have less time to respond.

### 6. PRIZE DELIVERY

- **6.1.** Once eligibility of a Prize is confirmed and the Prize is accepted, notification to arrange fulfilment of a Prize will take place within 5 working days from valid acceptance of the Prize. In the unlikely event that a winner has not received communication to arrange their Prize the Winner must inform the Promoters by emailing rockstarfestivals@promowinners.com. If a winner does not do so, the Promoters reserve the right to not reissue the Prize or limit its value at its sole discretion.
- **6.2.** If any Prizes are undelivered due to inaccurate details the Promoters reserve the right to withdraw and reallocate the prize entitlement with no liability.

## 7. LIMITATION OF LIABILITY

- **7.1.** Insofar as is permitted by law, the Promoters, their agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused by the negligence of the Promoters, their agents or distributors or that of their employees. Your statutory rights are not affected.
- **7.2.** The Promoters reserve the right to hold, void, suspend, cancel, or amend the prize promotion where it becomes necessary to do so. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoters and which prevents the Promoters from complying with these terms and conditions (including but not limited to global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God), the Promoters will not be liable for any failure to perform or delay in performing its obligations.

## 8. DATA PROTECTION

**8.1.** By entering the promotion, you agree that any personal information provided by you with the promotion entry may be held and used only by the Promoters or their agents and suppliers to administer this promotion.



- **8.2.** Subject to winners' consent, the Promoters may use name, image and town or county of residence information to announce the winner of this promotion and for any other reasonable and related promotional purposes including publicity. Participation is at the winner's discretion and is not a condition of Prize Acceptance.
- **8.3.** Any and all personal data provided by you in connection with this Promotion will be used solely by the Promoters (or their appointed agents) to: (i) assist with running the Promotion; and/or (ii) conduct analytics to improve the Promoters' promotions, products or services. The Promoters (or their appointed agents) will not contact you for reasons other than this Promotion unless you have provided your express consent. All personal data will be handled in accordance with PepsiCo International Limited's privacy policy, available at: https://pepsicoprivacypolicy.com/ and Britvic Plc's privacy policy available at http://www.britvic.com/privacy.

## 9. GENERAL

- **9.1.** By entering the Promotion, entrants confirm that they have read and agree to be bound by these Terms and Conditions and by the decisions of the Promoters.
- **9.2.** Instructions provided at the point of entry form part of the Terms and Conditions of this Promotion. In the event of a conflict, these terms and conditions take precedence.
- **9.3.** If the Promoters have any reason to believe that there has been a breach of these Terms and Conditions, or if it has any reason to believe that efforts have been made to distort the competitive process or spirit of the Promotion, the Promoters may, at their sole discretion, reserve the right to exclude any entrant from participating in the promotion.
- **9.4.** The Promoters take no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.
- 9.5. Verification of age, identity and address will be required before any Prizes are awarded.
- **9.6.** Entrants acknowledge that other entrants may submit entries that may be similar to theirs, and that they will not be entitled to any compensation or right to negotiate with the Promoters over such matters.
- **9.7.** The Promoters reserve the right to, at their sole discretion, disqualify any entries containing:

(a) content deemed to be wholly inappropriate, discriminatory or illegal, including but not limited to obscene, indecent, defamatory, malicious, racist, sexist, homophobic, harassing, threatening and/or offensive, inclusive of nudity and/or pornography, sexual, violent and fraudulent in nature.

(b) any activity or behaviour which causes, encourages or promotes danger or a threat to the health and safety of the entrant and/or others.

(c) any activity or behaviour which promotes or advertises goods and/or services, including competitor products, for any form of remuneration.



(d) any attempt to impersonate another person or include persons who have not given permission to feature in the entry.

(e) prominent featuring of any trademark or copyright material not owned or licenced by the promoters or any third party connected to the promoters for the purposes of the promotion.

- **9.8.** It is the responsibility of the entrant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of the Prize in order for their Prize to be processed. The Promoters cannot be held responsible for winners failing to supply accurate information which affects Prize acceptance or delivery of their Prize.
- **9.9.** Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries or via third parties 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 a participant is using a computer(s) or multiple aliases to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means to increase that participant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that person's entries will be disqualified and any prize award will be void.
- 9.10. Provided no objection is received from the winners, a winners list containing the surname and county of residence of the winner will be made available by the Promoters 4 weeks after the close of the Promotion Period, for a period of 8 weeks. It will be available upon sending a request via email to rockstarlivenation@promowinners.com. Winners can object to their details being published during the Winner Notification process. Without prejudice, the Promoters will provide winner information to the Advertising Standards Authority when requested by them.
- **9.11.** The decisions of the Promoters are final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- **9.12.** If any clause or provision of these terms and conditions is declared by a court to be illegal, invalid or unenforceable, this declaration shall not affect the validity and enforceability of any other clause or provision within.
- **9.13.** The terms and conditions of this Promotion, and any disputes arising therefrom, shall be subject to English law and the exclusive jurisdiction of the English Courts.