

Guinness Nitrosurge Free Engraved Glass Promotion Terms and Conditions (the "Promotion")

Promoter:

Republic of Ireland – Diageo Ireland Unlimited Company, St. James's Gate, Dublin 8, Ireland

1. The Promotion is open to all residents of Republic of Ireland aged 18 or over.
2. Employees of the Promoter and its affiliate companies, their families and anyone deemed to be professionally involved with or connected to the Promotion are not permitted to take part in the Promotion.
3. The 'Engraved Glass' gift is available to consumers who have purchased any pack of Guinness Draught Nitrosurge in can – you will be asked to scan your Guinness Nitrosurge can via your Smartphone camera to demonstrate proof of purchase. Mobile data charges may apply, please check with your mobile operator if you are unsure. A handset that supports native Web Augmented Reality is also required to take part in the promotion.
4. To redeem your engraved Guinness glass, you must scan the QR code on the Guinness Nitrosurge themed POS (point of sale) material in all participating Applegreen, Carryout, Circle K, Costcutter, Daybreak, Eurospar, Fine Wines, Fresh, Gala, Londis, Mace, Molloy's, Next Door, No21, O'Briens, O'Donovans, Spar, Tesco, Tesco Express, XL and other independent retail stores across the Republic of Ireland. Once you scan the QR code, a pre-populated SMS will open on your mobile – either click send or type a new SMS "NITRO" to 50400 (ROI). You will then receive a SMS with a link [<http://www.guinness.com/en-ie/experiences/Nitrosurge-Promotion>], click the link then follow the on-screen instructions. You will need to fill in a form with your details and to verify your mobile, email address and/or Eircode has not been used before. You will then need to scan your Guinness Nitrosurge can via your Smartphone camera to demonstrate proof of purchase, then you will receive a unique one-use code and a link to a promotional page on Guinness Storehouse website to redeem your free glass. Please note, you will need to allow camera access on your smartphone in order to scan your can of Guinness Nitrosurge. On Guinness Storehouse website, insert a message up to 30 characters long to be engraved on your glass, then click 'ADD TO CART'. Please note, we are unable to engrave any inappropriate messages or foul language. At the checkout, you must enter your unique code into the box labelled "DISCOUNT CODE", click 'APPLY' and then proceed to add your delivery details. Free delivery, within Republic of Ireland, is automatically included for one engraved glass per unique code only. You may purchase additional products on Guinness Storehouse website at your own cost at the same time you redeem your glass, but please note if you do this free delivery will no longer apply. There are 2000 glasses available on a first come first serve basis between 00.01 GMT 11th March 2024 and 23:59 GMT 1st May 2024 inclusive. Any requests outside the promotional period will be void and will not be included in the Promotion.
5. In order to take part in the promotion you must have a smartphone with a camera capable of scanning QR codes and running the latest versions of Chrome or Safari installed supporting WebGL and native Web-AR. iOS users must have iOS 11 or later installed and internet access to claim. Please check with Google or Apple support if you are unsure as to whether your handset is compatible for this promotion.
6. One redemption only per mobile number, per email address and/or per household, will be accepted to redeem the free gift during the promotional period. Households will be tracked via Eircode. If our records show that the mobile number, email address and/or Eircode has already been used within the promotional period, you will receive a rejection message. This message will contain a contact email address Guinness@Return2Sender.ie for any queries. In the event that one or more consumers taking part in the promotion have the same Eircode, please contact Guinness@Return2Sender.ie and we will manually check your address. If this address has not already been used within the promotional period, a discount code to redeem a free glass will be

provided. We reserve the right to request proof of purchase so please keep your receipt or take a photo of your receipt. You may be asked to send this via SMS or email.

7. In the promotional period (being 11th March - 1st May 2024) there are 2000 glasses available.

8. Gift: Guinness Engraved Glass:

There are 2000 engraved glasses available. The glass will be posted to the ROI address provided and the cost of postage is included in the offer. No additional funds need to be paid by you before the glass can be sent. You may purchase additional products on Guinness Storehouse website at your own cost at the same time you redeem your glass, but please note if you do this free delivery will no longer apply. If the glass is lost, stolen or damaged in transit, it will not be replaced. We are not responsible for delays caused by events outside of our control. If our supply of the glass is delayed by an event outside of our control, we will contact you as soon as reasonably possible to let you know and take reasonable steps to minimise the effect of the delay. If your glass is faulty, please email Guinness@Return2Sender.ie.

The 2000 glasses will be given to the first 2000 requests submitted correctly in accordance with the terms and conditions. Glasses are limited to one per mobile number, email address and/or household and any further requests will not be accepted. If the 2000 glasses are redeemed before the promotion ends you will be notified by reply SMS (after you scan the QR code and send the pre-populated SMS or type a new SMS with "NITRO" to 50400) and the webpage <http://www.guinness.com/en-ie/experiences/Nitrosurge-Promotion> will be updated to communicate that the promotion has ended. We reserve the right to put hourly, daily or weekly caps on the number of glasses available at any time.

9. The Promoter will use your personal information only in accordance with these terms and conditions and our privacy policy which can be found at https://footer.diageohorizon.com/dfs/assets/www.diageo.com/PrivacyPolicy_en.html?locale=en-gb. The Promoter will only use your personal information for the purpose of carrying out the Promotion. Where the Promoter is not responsible for the fulfilment of or delivery of the prize, the Promoter shall share your personal information with Guinness Storehouse who is responsible for the fulfilment of and delivery of the prize.

10. Subject to paragraph 11 and without prejudice to the Promoter's data protection obligations under relevant law, the Promoter shall make available, upon receipt of a written request (which includes a stamped addressed envelope for such a response) to Guinness@Return2Sender.ie, the recipients' surname and county, and (if applicable) their entry.

11. Participants to the Promotion can, at any time (including at or before the time of entry), object to all or some of their personal information being made available in accordance with paragraph 10 by writing to Guinness@Return2Sender.ie. However, the Promoter shall provide the information set out in paragraph 10 upon request from such competent authorities (including the Advertising Standards Authority).

12. The Promoter does not accept responsibility for requests or claims that are delayed or not received due to transmission, network or software problems or any other reason beyond the Promoter's control. The promoter accepts no responsibility for network, or hardware or software incompatibilities or errors or failures in entering the promotion.

13. The participants may be asked to take part in publicity.

14. The Promoter reserves the right to withdraw, amend or terminate (temporarily or permanently) these terms and conditions or the Promotion with or without prior notice where it becomes necessary to do so due to any unforeseen circumstances outside their reasonable control (including, without limitation, in the case of anticipated, suspected or actual fraud or in the event of technical or other difficulties that might compromise its integrity).

15. Requests that contain any offensive or inappropriate content will be deleted and disqualified at the Promoter's discretion.

16. No correspondence will be entered into concerning the result and the Promoter's decision in all matters relating to the Promotion is final.
17. The Promoter and their agents accept no responsibility for claims that are not received for any reason or difficulties experienced in submitting a request to this Promotion and proof of submission will not be accepted as proof of delivery.
18. While nothing in these terms and conditions will limit the Promoter's liability for death or personal injury caused by its negligence or for fraud, the Promoter will not be legally responsible to participants for any losses that were not foreseeable to the Promoter or to the participant at the time of entry to the Promotion or which are caused by a third party.
19. This Promotion and these terms and conditions are governed by Irish law and subject to the non-exclusive jurisdiction of the Irish Courts.
20. Participants are deemed to have accepted these terms and conditions by participating in this Promotion.
21. Promoter: Diageo Ireland Unlimited Company, St James' Gate, Dublin 8.