

Terms and Conditions for Malibu Endless Summer Game – Las Iguanas

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry and 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 and by the decision of the Promoter, which is final in all matters relating to the promotion. Please retain a copy for your information.

1. **Promoter:** Pernod Ricard UK Limited, Building 7 Chiswick Park, 566 Chiswick High Road, London W4 5YG. Please do not send entries to this address.
2. **Eligibility:** Promotion open to residents of the United Kingdom (England, Scotland, Wales and Northern Ireland) aged 18 years and over, except employees and families of the Promoter and its affiliate companies, agencies and anyone professionally connected with the promotion. Excludes residents of the Channel Islands and Isle of Man.
3. **Promotional Period:** The Promotional Period shall begin at 00:01 on 18th August -
4. and close at 23:59 on 18th September
5. **Entry Instructions:** To enter, To enter, follow the URL link and play the game. Upon winning a prize you will be notified within the website. Fill in your details in the form provided to redeem your prize.
- 6.

Prizes: There are prizes to be won during the Promotional Period. Each prize is:

Tier 1 - £5 off a Malibu drink (500 Points)

Tier 2 - Free Malibu Drink (700 Points)

1. Winner selection:

Prizes are awarded based on the number of points accumulated by participants during gameplay. The value or nature of the prize is determined by the participant's final points total and will be automatically allocated within the app experience.

There is no element of chance involved in the allocation of prizes, and no randomised draw or promoter selection process will be used. All eligible participants who reach the required thresholds will receive the corresponding prize as outlined in the game rules.

Prizes are non-transferable and no cash alternative will be offered. The promoter reserves the right to substitute any prize for one of equal or greater value if required due to circumstances beyond their control.

2. General:

- a. The Promoter accepts no responsibility for entries or prize claims that are lost, delayed or damaged for any reason whatsoever.
- b. Incomplete entries/claims or those not in accordance with the entry/claim instructions will not be accepted.

- c. Winners' surnames and counties will be made available upon request. Full names and counties will be made available to the ASA or any other competent body upon request.
- d. Prizes are non-transferable and no cash or date alternative is available. However, the Promoter reserves the right to award similar alternative prizes of equal or greater value in the event of circumstances outside of its control.
- e. You agree that, to the extent permissible by law, the Promoter and its affiliates, agents assume no liability for injuries, losses or damages or any kind to property or persons, including without limitation death, resulting in whole or part, directly or indirectly, from the management of or mechanics behind the promotion, entry into the promotion, the acceptance of the prize, and any acts or omissions of the companions, winner.
- f. In the event of circumstances outside the reasonable control of the promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this promotion or the awarding of prizes, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the promotion or these terms and conditions, at any stage, but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.
- g. The Promoter reserves the right to exclude any entries/claims that it reasonably believes to be fraudulent or based on misconduct.
- h. By entering the promotion, all entrants will be deemed to have accepted and be bound by the rules and consent to the transfer of their personal data to the Promoter, which is also the Data Controller, for the purposes of the administration of this promotion and any other purposes to which the entrant has consented.
- i. The Promoter reserves the right to verify all entries including but not limited to asking for address, age and identity details (which they must provide within 14 days) and to refuse to award a prize or withdraw prize entitlement and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this promotions entry requirements or otherwise where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means. The Promoter will be the final arbiter in any decisions and these will be binding and no correspondence will be entered into in relation this clause.
- j. Personal data which is provided by entrants on entering the Promotion will be processed and stored in a database by the Promoter for the purpose of managing entry into the Promotion. By providing personal information, entrants consent to the processing and storage of personal information by the Promoter for this purpose. Consents can be withdrawn or amended at any time by emailing ukconsumerfeedback@pernod-ricard.com. If an entrant withdraws consent to the storage and processing of their data for the purposes of administering the Promotion, they will also be withdrawn from the Promotion itself. Promoter's privacy policy is available [\[here\]](#).
- k. Once all Prizes have been administered, all personal data will be deleted unless specific consent has been given for the Promoter to send further communications.

- l. The Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. The entrant acknowledges that Instagram does not accept any liability whatsoever for any damages which may be incurred as a result of entry into this Promotion. Entrants must adhere to the terms and conditions of use of Instagram.
- m. This promotion and these terms are governed by English law and subject to the exclusive jurisdiction of the English Courts.