

Terms and Conditions for Malibu Pina Colada Ibiza Promotion (the “Promotion”)

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 or other communication to this address.**
2. The Promotion will be managed on behalf of the Promoter by Element London Limited (5 Morie St, London SW18 1SL) (“**Element**”), who will receive entries and choose winners on behalf of the Promoter as well as manage the delivery of prizes.
3. **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.
4. **Promotional Period:** The Promotional Period shall begin at 00:01 BST on 1st July 2024 and close at 11:59 BST on 31st July 2024.
5. **Entry Instructions:** To enter, entrants must claim a free Malibu Pina Colada drink at participating Las Iguanas restaurants using voucher found in the ‘My Perks’ section of the the Las Iguanas App.
6. **Prize:** There is one Prize to be won during the Promotional Period. The Prize is a trip to Ibiza, Spain for two (2) people and includes:
 - a) Return Economy Class flights from a major international airport in London to Ibiza, including taxes, fees and one item of hand luggage per person;
 - b) Return private airport transfers from Ibiza Airport to hotel accommodation;
 - c) Three (3) nights' hotel accommodation in Ibiza, with a four-star rating, based on sharing a standard double or twin room, including daily breakfast;
 - d) Three (3) hour sunset boat cruise around the island, including on-board drinks and hire of snorkeling and paddleboarding equipment;
 - e) One (1) three-course dinner and drinks at a restaurant of winner’s choice in Ibiza, up to a maximum value of £75 per person, including service charge;
 - f) Travel Insurance.
7. **Winner selection:**
 - 8.1 Every participant who claims a free Malibu Pina Colada during the Promotional Period will be entered into a prize draw to win the Prize. At the end of the Promotional Period, a winner of the Prize will be chosen from all entrants by randomized computer process (the “**Prize Winner**”). A member of the Element team will then contact the Prize Winner via email in order to verify their age and obtain delivery information.

8.2 The Prize Winner shall have a period of three (3) days in order to reply to Element's notification email in order to claim the Prize. Should the Prize Winner fail to reply within this three (3) day period, it shall be deemed that they have forfeited the Prize and Element shall select alternative winners using the same process as was used to select the original Prize Winner.

8. Further Conditions for the Prize

9.1 The Promoter may appoint an independent travel agent to book and manage the Prize on its behalf. Once an itinerary has been agreed, any amendments or anything not expressly included in the itinerary (including any in-flight extras and additional hotel charges) will be at the expense of the winner. If a booking is cancelled or a companion removed, no alternative tickets will be issued. The Prize will be subject to the additional terms and conditions of the booking agent which will be notified to the winner at the time of booking.

9.2 The Prize must be booked by Element and not all routings will be available.

9.3 The Prize is valid for a period of twelve (12) months and cannot be taken from 21 December 2024 – 2 January 2025, over UK bank holidays or over Easter Sunday 2025.

9.4 The Winner must contact Prize Provider with three preferred travel dates in three separate months no later than six weeks prior to departure. All elements of the Prize must be taken at the same time. Once booked, the Prize cannot be altered or amended.

9.5 Where the Prize involves travel outside of the UK, the winner and companion(s) are responsible for obtaining a current and valid passport and any other relevant travel documentation required for travel to the destination at their own expense. The winner must also make sure that each traveler is over 18 and has any required vaccinations, health certificates, travel insurance, visas and other documentation necessary to complete the itinerary at the time of travel.

9.6 Where hotel accommodation is included in the Prize, the winner will need a current and valid credit or debit card with sufficient available funds in order to check in at the hotels for security deposit purposes.

9.7 Once booked, the Prize cannot be altered or amended. Both travelers must be aged 18 or over. The Prize excludes domestic ground transfers. The Prize excludes meals and drinks (except where specifically stated), excursions, attractions, treatments, car hire, visas and personal expenses and anything not expressly included in these terms.

9.8 The Prize will be forfeited if:

- a) The winner is unable to take the prize within the dates specified by the Promoter;

- b) The winner has not obtained the proper travel documents by the date specified by the Promoter;
- c) The winner has any immigration complications which prevent them from entering, leaving or travelling within the dates specified by the Promoter; or
- d) The winner has any medical, legal or any other reason that would prevent them from accepting and participating in the Prize.

9.9 In the event that the Prize is forfeited by any winner, a new winner will be chosen at random.

9. Data Protection

Any information collected from entrants into the Promotion will be processed by Element for the purpose of managing entry into the Promotion on Promoter's behalf. Element's privacy policy is available here: : <https://element-london.com/element-london-privacy-policy-travel-english/>. 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. Where this consent has been given, Element will transfer data relating to those entrants to the Promoter, who is the data controller. 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. All data will be processed by the Promoter in accordance with its privacy policy, which is available here: <https://www.maliburumdrinks.com/en-gb/legal/privacy-policy/>.

- 10. 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.
- 11. **General:** The Promoter accepts no responsibility for entries or prize claims that are lost, delayed or damaged for any reason whatsoever.
- 12. Incomplete entries/claims or those not in accordance with the entry/claim instructions will not be accepted.
- 13. 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.
- 14. You agree that, to the extent permissible by law that 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 prizes, and any acts or omissions of the winner and any companions.
- 15. 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.

16. The Promoter reserves the right to exclude any entries/claims that it reasonably believes to be fraudulent or based on misconduct.
17. 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.
18. The Promoter reserves the right to verify all entries including but not limited to asking for itemized till receipts, 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 Promotion's 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.
19. This promotion and these terms are governed by English law and subject to the exclusive jurisdiction of the English Courts.