

## Dewar's Aberfeldy Distillery Autumn 2019 Photo Competition Terms and Conditions

Entrants will be deemed to have accepted these terms and conditions ("**Terms and Conditions**"), and agreed to be bound by them, when entering this Promotion. The Promoter reserves the right to amend these Terms and Conditions at any time.

### Promoter

1. The promoter is Bacardi-Martini Limited, whose registered office is at Bacardi Brown-Forman House, Kings Worthy, Winchester, Hampshire SO23 7TW ("**Promoter**").
2. The Promoter is responsible for all administrative aspects of the Promotion (including determination of winners, prize-giving, and technical support etc.),
3. For questions or comments, the Promoter can be emailed at [AberfeldyDistillery@Dewars.com](mailto:AberfeldyDistillery@Dewars.com)

### Entry period

4. Starting date: 00:00:00 (UK time) on 01/10/2019.
5. Closing date: 23:59:59 (UK time) on 31/12/2019.
6. Any entries received before the Starting Date or after the Closing Date will not be entered into the Promotion.

### Who may enter

7. This competition ("**Promotion**") is open to residents of the UK aged 18 or over.
8. The following may not enter or win or participate in a prize: (a) employees of Promoter or its agents and their first and second degree family members, (b) anyone else who is directly or indirectly professionally connected with the Promotion or the Promoter and their family members, and (c) employees of any company active in the alcoholic beverage sector (and their first and second degree family members).

### How to enter

9. To take part in this Promotion entrants must visit [www.facebook.com/DewarsAberfeldyDistillery/](https://www.facebook.com/DewarsAberfeldyDistillery/), [www.instagram.com](https://www.instagram.com/DewarsAberfeldyDistillery/) or [https://twitter.com/](https://twitter.com/DewarsAberfeldy) (searching for @DewarsAberfeldy)
10. Entrants will need to do the following before the Closing Date:
  - a) Post their photo (or photos) to either the Facebook or Twitter pages owned by Dewar's Aberfeldy Distillery, or using the Dewar's Aberfeldy Distillery location or #homeofdewars on Instagram and Twitter.
  - b) Follow/like the Dewar's Aberfeldy Distillery social media page on the platform that the photo is being posted to
  - c) Photos will be judged on their aesthetic beauty, originality and creativity.
  - d) The winner will be personally messaged on Facebook or direct messaged on Twitter or Instagram, the winner will need to supply their mailing address **to receive their prize**
11. Entrants will need to have visited the distillery and will need access to the internet [and a Facebook OR Twitter OR Instagram account] in order to be able to enter the Promotion.

### Limitations / restrictions on entry

12. Entrants are responsible for ensuring they will be able to accept the prize as set out below and in accordance with these Terms and Conditions. In the event a winner is unable to do so then the Promoter reserves the right to reward the prize to another eligible entrant using the method set out in the "Winner selection and notification" section below (and so on until a winner who is eligible and able to accept the prize is found).

13. Incomplete entries and entries that do not comply in full with these Terms and Conditions will be disqualified and will not be counted.

#### **Winner selection and notification**

14. One winner will be selected by the judges from all complete, correct and eligible entries received before the Closing Date. Winning entries will be those which, in the opinion and sole discretion of the panel of judges (which shall comprise at least one independent judge) demonstrate the greatest degree of aesthetic beauty, originality and creativity in their interpretation and execution of the entry requirements”.
15. The winner(s) will be notified through a private message on the social network platform they have chosen to enter the competition within 7 days of the Closing Date and will need to respond to that notification in order to confirm their acceptance of the prize. All reasonable endeavours will be made to contact the winners during this time using the contact details provided in the entry form. Entrants should ensure they check their spam/bulk/junk folders for notification because if a response from a winner is not received within 48 hours of the notification being made, a winner may lose their chance to claim their prize. Proof of age, identity and eligibility may be required in order to claim the prize.
16. The winner(s) must provide a suitable delivery address that is not a PO box within 48 hours of being contacted and notified. The Prize will be delivered within 7 days of the acceptance of the prize. There must be someone 18 years or older at the delivery address to sign for the Prize.
17. Promoter’s and judges’ decisions are final and binding in all respects on all entrants and no correspondence will be entered into.

#### **Prize**

18. **The prize is: an Aberfeldy Hipflask.** The winner must be over 18 years of age.
19. Please note that the prize does not include personal expenditure and other incidental costs other than those specifically included.
20. The Promoter reserves the right to substitute the prize (or any part thereof) for a prize or prizes of equivalent or greater monetary value if this is necessary for reasons beyond its reasonable control. There is no cash alternative to the prize (or any part thereof) and unless the Promoter agrees otherwise in writing the prize is non-refundable and non-transferable.
21. Details of winner’s name and county will be available for one month after the Closing Date by writing to the Promoter at the contact details above and stating the name and date of the Promotion.

#### **Liability**

22. The Promoter accepts full liability for death or personal injury caused by its negligence, or loss caused by a false statement where the statement is made fraudulently, or for any other losses that cannot be excluded at law. Otherwise, the following exclusions of liability will apply. References to the “**Promoter**” in this Liability section include all of the Promoter’s associated companies, agents or any other third party involved in the Promotion.
23. The Promoter will not be responsible for (and will have no liability in connection with) the following occurrences, to the extent that they occur for reasons beyond the Promoter’s reasonable control:
  - a) any postponement or cancellation of the Promotion;
  - b) any changes to the prize or the way in which they can be used;
  - c) problems with the dispatch of prize (such as a prize failing to reach the intended recipient); and

- d) any act or default of any third party supplier.
24. The Promoter does not accept responsibility for network, computer, hardware or software failures of any kind, which may affect the sending, receipt or processing of your entry or for entries lost, damaged, delayed or unreadable, including loss of entries through technical fault or transmission delays.
25. Please note that this Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook OR Twitter OR Instagram. By entering, entrants acknowledge that Facebook OR Twitter OR Instagram bears no responsibility for this Promotion and, to the maximum extent permitted by law, entrant hereby release Facebook OR Twitter OR Instagram from any liability whatsoever in connection with this Promotion. Entrant understand that the information they submit in connection with this Promotion is provided to the Promoter (and its affiliates, associates and agents where applicable) and not to Facebook OR Twitter OR Instagram.
26. If the Promoter has grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsmanlike conduct of any kind (including, without limitation, manipulating the promotion, choice of prize winner(s) or any entry or establishing multiple accounts in order to gain multiple entries where the number of entries is limited) the Promoter reserves the right (in its sole discretion) to disqualify any entrant, entry or person it reasonably believes to be responsible for, or associated with, such activity.

#### **Personal details and publicity**

27. The Promoter will use each winner's, and each entrant's personal details for the purpose of administering this Promotion. Please see the Promoter's Privacy Policy at <http://www.bacardi.com/gl/privacy-policy> for further details. Please note that entrant's data may be transferred to, processed and/or stored outside the European Economic Area.
28. By entering this Promotion, entrants agree that if they are a prize winner they will grant the Promoter the free use of their name, country of residence, photographs, video and voice ("**Image**") for advertising, publicity and news purposes in any media in perpetuity without additional remuneration. To this effect, a winner's acceptance of a prize shall be deemed to be a confirmation of their agreement for the Promoter to use their Image, and the winner shall sign any further documentation reasonably required by the Promoter in this regard. A winner may also be asked to take part in reasonable publicity and PR activity in connection with the Promotion.

#### **Promoter's intellectual property**

29. All intellectual property and database rights, in the Promoter's Facebook page, the Promoter's Twitter page, the Promoter's Instagram page, the Promotion Application, and our materials published on them etc., excluding so-called "user generated content" but including, without limitation, trademarks, designs, logos, text, images, audio and video materials, look and feel and software (including code, interface and website structure) ("**Materials**") are owned by the Promoter (or its subsidiaries, affiliates, agents or partners).
30. The Materials are protected by intellectual property laws and treaties around the world.
31. All such rights are reserved and it is strictly prohibited to remove any copyright or other proprietary notices from any Materials.

#### **English law applies**

32. This Promotion, and any dispute or claim arising out of or in connection with it (including the prize), shall be governed by and construed in accordance with English law and entrants

irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

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**Content warranties by entrants**

33. By entering this Promotion, entrants hereby warrant, represent and undertake that:
- a) they own all intellectual property rights in the content they submit in connection with the Promotion ("**Content**");
  - b) the Content is their own original work and does not infringe any third party rights;
  - c) all persons featured or referred to in Content have explicated consented (a) to being featured in the Content and (a) to the use of the Content in this Promotion or in connection with the Promoter;
  - d) the Content does not depict anyone under 18 years old;
  - e) the Content complies with all applicable laws;
  - f) the Content is accurate and not misleading;

**Content Standards for entries**

34. The content standards set out below ("**Content Standards**") serve to provide examples and are not meant to be an exhaustive list of the types of Content that are unacceptable for the purposes of the Promotion.
35. The Promoter expressly reserves the right to disallow or disqualify (or prevent from passing through any moderation stage) any entry which it considers does not comply with these Content Standards or which it considers does not meet normal standards of taste and decency.
36. By entering this Promotion, entrants hereby warrant, represent and undertake that their Content meets the following Content Standards:
- a) Content must not encourage, condone, promote or glamorize under age, excessive or irresponsible consumption of alcoholic beverages or drink driving or any behaviour considered antisocial, illegal or immoral;
  - b) Content must not be derogatory or defamatory of any person;
  - c) Content must not be obscene, offensive, hateful or inflammatory in any way;
  - d) Content must not promote violence of any kind;
  - e) Content must not be sexually explicit (or contain any nudity);
  - f) Content must not harm or attempt to harm minors in any way;
  - g) Content must not be targeted at or be likely to appeal to an audience under the age of 18 years old;
  - h) Content must not promote discrimination of any kind, including but not limited to discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - i) Content must not be likely to harass, upset, embarrass alarm or annoy any person;
  - j) Content must not be used to impersonate any person, or to misrepresent the entrant's identity or their affiliation with another person or entity; and
  - k) Content must not give the impression that it emanates from, or is endorsed by, the Promoter.
37. The Promoter reserves the right to pass to the relevant authorities any Content or information which causes it concern.

**Promoter's use of Content**

38. By entering the Promotion, entrants grant the Promoter, its affiliated companies and its sub-contractors the right to use any and all Content supplied to the Promoter in connection with the Promotion:
  - a) for the purposes of administering this Promotion;
  - b) for promotional and publicity purposes; and
  - c) in all digital and social media in connection with the Promoter and the Promotion.
39. Entrants hereby agree to do such other things and execute such other documents as are reasonably requested in order to allow the Promoter to make such use of their Content.
40. To the extent permitted by law, entrants hereby waive in favour of the Promoter and agree not to assert any moral rights (or similar rights worldwide) in and in connection with their Content.

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