

## Dewar's Aberfeldy Distillery 2020 newsletter subscription offer

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 08/09/2020.
5. Closing date: 23:59:59 (UK time) on 31/09/2020.
6. Any entries received before the Starting Date or after the Closing Date will not be entered into this 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 purchase a bottle of Aberfeldy 18 Years Old Pauillac finish from Dewar's Aberfeldy Distillery, or its online shop 'Shop.Dewars.com'

### Limitations / restrictions on entry

10. 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.
11. 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

12. 'Golden' tickets with various prizes will be distributed at random within all participating bottles.
13. All winners will need to open their bottles, and redeem their prize in person, or by contacting Dewar's Aberfeldy Distillery either by email or telephone.

### Prize

14. **The prizes offered are a range of promotional offers, experiences, and products offered by Dewar's Aberfeldy Distillery.** The winner must be over 18 years of age.
15. The Promoter will make every reasonable effort to deliver these items to an address provided by the winner. In the event of serious issues with the delivery process, the Promoter reserves the right to store the prizes on its premises until such time as they can be collected by the winner.
16. 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.

### **Liability**

17. 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.
18. 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.
19. 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.
20. 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.

### **Scottish law applies**

21. 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 Scottish law and entrants irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any such dispute or claim.