

## **TERMS & CONDITIONS**

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the Terms and Conditions and by participating in the promotion or by accepting the prize you will be deemed to have accepted and be bound by the Terms and Conditions. Please retain a copy for your information.

### **THE PROMOTER**

1. Walkers Snacks Limited, 450 South Oak Way, Green Park, Reading, RG2 6UW.

### **2. ELIGIBILITY**

- a. This promotion is open to Retail Businesses that are Bestway wholesale members (the “Eligible Wholesaler”) and are residents of GB (England, Wales, Scotland) only aged 18 years or over, excluding employees of the Promoter, employees of the Eligible Wholesaler, associated agents, or anyone else professionally connected with the promotion.
- b. Entrants who purchase qualifying products in their role as an employee of a retail business must have their employer’s permission to enter this promotion and must comply with any relevant procedures their employer has established, including any rules for participating in promotions. For the avoidance of doubt, an entrant/winner is the business owner regardless of who makes the entry.
- c. The winner (being the relevant business owner) must hold a full UK driving licence.
- d. Please note that while we encourage you to participate and enjoy the benefits of the Promotion, we believe in the responsible consumption and sale of our products. Do not purchase more product than you can reasonably use or display just to participate in this Promotion.

### **3. PROMOTIONAL PERIOD**

The prize promotion opens at 00:00 on 13<sup>th</sup> September 2024 and closes at 23:59 on 10<sup>th</sup> October 2024 (the “Promotional Period”).

### **4. QUALIFYING PRODUCTS**

Any case of 48g-91g £1.25 RRP PMP packs of:

Doritos Chilli Heatwave £1.25 RRP PMP 70g  
Doritos Cool Original £1.25 RRP PMP 70g  
Doritos Tangy Cheese £1.25 RRP PMP 70g Walkers Cheese & Onion £1.25 RRP PMP 70g  
Walkers Salt & Vinegar £1.25 RRP PMP 70g Walkers Ready Salted £1.25 RRP PMP 70g  
Walkers BBQ £1.25 RRP PMP 70g  
Walkers Sensations Thai Sweet Chilli £1.25 RRP PMP 65g  
Walkers Sensations Sea Salt £1.25 RRP PMP 65g  
Walkers Quavers BBQ £1.25 RRP PMP 54g  
Walkers Quavers Cheese £1.25 RRP PMP 54g  
Walkers Quavers Prawn Cocktail £1.25 RRP PMP 54g  
Walkers Squares Salt & Vinegar £1.25 RRP PMP 72g  
Popworks Sweet BBQ £1.25 RRP PMP 50g  
Popworks Sweet and Salty £1.25 RRP PMP 50g  
Walkers Monster Munch Pickled Onion £1.25 RRP PMP 72g  
Walkers Monster Munch Flamin Hot £1.25 RRP PMP 72g  
Walkers Monster Munch Roast Beef £1.25 RRP PMP 72g  
Smiths Frazzles Bacon £1.25 RRP PMP 91g  
Smiths Chipsticks £1.25 RRP PMP 82g  
Cheetos Twisted Hot £1.25 RRP PMP 65g  
Walkers Squares Cheese & Onion £1.25 RRP PMP 72g  
Walkers Prawn Cocktail £1.25 RRP PMP 70g  
Walkers Extra Flaming Hot Max £1.25 RRP PMP 70g  
Walkers Extra Flaming Hot Wotsits Crunchy £1.25 RRP PMP 60g  
Walkers Extra Flaming Hot Doritos £1.25 RRP PMP 70g  
Walkers Roast Chicken with Heinz Mayo £1.25 RRP PMP 70g  
Walkers Cheese Toastie with Heinz Beans £1.25 RRP PMP 70g  
Walkers Sausage Sarnie with Heinz Tomato Ketchup £1.25 RRP PMP 70g

## 5. HOW TO ENTER

- a. Purchase necessary. Purchase any 1 case of qualifying product in a single transaction during the Promotional Period, from a Bestway store or online at [bestwaywholesale.co.uk](http://bestwaywholesale.co.uk). Please retain your invoice. Please see clause 4 for list of qualifying products.
- b. Then text VAN, your full name, business name and postcode to 85100.
- c. Only one entry per invoice (i.e., for each separate entry the entrant must purchase a further 1 case of qualifying products in accordance with clause 5a above).

d. Maximum 8 entries per retail business.

6. Entry is by text only. For the avoidance of doubt only one unique mobile number will be accepted per retail business, and a retail business can use this mobile number to enter up to 8 times only. A mobile number can only be used by one entrant.
7. No third party or bulk entries. Entries via third parties or syndicates, entries by macros or other automated means and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified. If it becomes apparent in the reasonable opinion of the Promoter that any entrant is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; acting fraudulently or dishonestly in the opinion of the Promoter; using identities other than their own; creating fake identities or using any other automated or manual means in order to increase that participant's entries or otherwise acting in violation of these terms, these participants will be disqualified, and any prize entitlement will be void.
8. Entrants must have a mobile phone able to send and receive messages to/from 5-digit short codes. Messages charged at network provider's standard network rate, but there is no charge to the participant for the returned bounce back text message. Texts are not usually included in any text inclusive packages, please check with your network provider if you are not sure of your standard network rate. Users on virtual mobile networks may not be able to text the short code. Please check with your network provider. Text lines are open 24 hours until 23:59 on the closing date. Ask the bill payer before texting. If you text after the closing date, you will not be entered but you will be charged. Take care when entering the text code; the Promoter is not responsible for mistypes, and you may be charged at a higher rate. If you are unable to send a text, please check with your network operator first. For technical issues only, call 0333 335 3351 between Monday and Friday from 9.30am to 5pm excluding public holidays. The Promoter does not accept responsibility for entries or claims that are delayed or not received due to transmission, network or software problems or any other reason beyond the Promoter's control.
9. Entry will be confirmed with a 'Thank You' message response. There is no charge to the entrant for this message.

#### 10. PRIZE FUND

- a. There is 1 x prize of a Nissan Townstar EV L1 90kW Acenta Electric Van automatic transmission 45kWh with Solid paint (Mineral White). The Nissan Townstar EV L1 90kW Acenta includes a Mode 2 10A Cable (for Domestic use) and a Mode 3 Type 2 Cable (for Wall box/fast charge use) plus a digitally printed vinyl wrap of the winner's business existing logo and/or branding (winner's choice of panel wrap, half wrap or full wrap (the '**Prize**'). There will be no choice in colour of the Prize.

- b. The panel wrap includes initial consultation, artwork creation and wrap application to the vehicle, inclusive of three rounds of final artwork amends (to a maximum timeframe of 3 hours work).
- c. Prize will include delivery to a UK Mainland location address, Vehicle Excise Duty for the period of 12 months from the date of registration (if applicable) and First Registration Fee.
- d. The vehicle will be registered in the name of the winner only. The owner of the winning retail business will be required to complete a DVLA declaration confirming the details provided for Registration of the Vehicle name/address prior to delivery of the Prize. The Prize will be supplied new at First Registration, and benefit from the manufacturer's new vehicle warranty.
- e. The winner must hold and show a valid UK driving licence prior to the delivery of the Prize.
- f. The Promoter cannot guarantee the Prize will not be pre-registered to the Promoter or its associated companies.
- g. Prize does not include Motor Vehicle insurance, and the winner will need to arrange and provide evidence of Motor Vehicle insurance prior to Prize delivery.
- h. Maintenance, services, running costs and all other costs in connection with the Prize are the responsibility of the winner from the date of ownership.
- i. Delivery of the Prize will be arranged by a third-party agency within 90 working days of prize claim. The wrap design, scheduling and its application will be arranged by a third-party agency once the van has been delivered to the winner within a further 30 days (subject to mutually agreeable dates between the Winner and wrap service provider).
- j. The winner must not sell, or otherwise transfer ownership of, the Prize, within 12 months of becoming the legal owner.
- k. For the avoidance of doubt, the prize will be awarded to the owner of the retail business named on the invoice, regardless of who made the purchase.
- l. The winner will be responsible for any tax liability which may arise in connection with their receipt of the prize.
- m. The prize is not transferable and there is no cash alternative in whole or in part. There is no cash alternative in whole or in part if the winner chooses a wrap smaller than the full wrap.

- n. The Promoter reserves the right to replace a prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.

## **11. WINNER SELECTION**

- a. The winner will be independently drawn using a random number generator within 28 working days of the end of the Promotional Period.

## **12. WINNER NOTIFICATION**

- a. The winner will be notified by the Promoter's agency by phone call and text message within 28 working days of the end of the Promotional Period and asked to provide valid proof of ID and valid proof of business postal address - both which must match the details provided at the point of entry, and proof of purchase. It is the responsibility of the participant to ensure that they respond to the winner notification, either by answering the call or returning a voicemail message left by calling the freephone number provided in the message within 14 days of notification.
- b. If the winner does not respond within the initial 7 days of the initial prize notification, will be phoned and texted again, and given a further 7 days to respond. If contact cannot be made, or the prize is not claimed, within 14 days of the initial prize notification date an alternative winner will be drawn.
- c. The Promoter cannot be held responsible for the winner failing to supply accurate information which affects prize acceptance or delivery of their prize. Once the winner has accepted the prize, their contact details will be passed on to a third-party agency to arrange the prizes (as per clause 6).
- d. The Promoter reserves the right to verify the winner and ask for proof of eligibility, identity, age, address, employer's permission (where relevant) and invoice with proof of purchase and to disqualify an entrant and withdraw prize entitlement where there are reasonable grounds to believe there has been a breach of these Terms and Conditions. The Promoter reserves the right to disqualify any entrant where it has reasonable grounds to believe that the entrant requires permission from their employer to participate in this promotion and that they do not have such permission (or have not complied with any procedures or rules of their employer governing participation in promotions).
- e. The Promoter does not accept any responsibility in the event the winner is not able to take their prize.

### **13. LIMITATION OF LIABILITY**

- a. Entry to the Promotion is at the entrant's sole risk. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, the Promoter, its agents and distributors hereby excludes and will not be liable to any entrant or third party in connection with or arising out of this promotion howsoever caused, including for any costs, expenses, claims, forfeited prizes, damages, loss (including, without limitation, indirect, special or consequential loss or loss of profits) and other liabilities (whether in contract, tort or otherwise), provided that nothing herein shall operate so as to limit or exclude the Promoter's liability for personal injury or death caused by the Promoter's negligence. For the avoidance of doubt, this clause shall also apply in respect of any prize provided by a third-party provider.

### **14. DATA PROTECTION**

- a. Any and all personal data provided by you in connection with this Promotion will be used solely by the Promoter (or its appointed agents) to: (i) assist with running the Promotion; and/or (ii) conduct analytics to improve the Promoter's promotions, products or services. The Promoter (or its appointed agents) will not contact you for reasons other than this Promotion unless you have provided your express consent. All personal data will be handled in accordance with the Promoter's privacy policies, available at: <https://pepsicoprivacypolicy.com/en?domain=walkers.co.uk>.

### **15. GENERAL**

- a. Promoter's decision is final and binding. No correspondence will be entered into. Entry deems acceptance of these Terms and Conditions.
- b. Instructions provided at the point of entry form part of the Terms and Conditions of this Promotion. In the event of a conflict, these Terms and Conditions take precedence.
- c. The Promoter reserve the right, at its sole discretion, to eliminate or disqualify any entries or entrants that it regards as being in breach of these Terms and Conditions or the spirit of the Promotion. Those who try and circumvent the entry process and/or entry instructions by any method, will be disqualified and any prize award will be void.
- d. The Promoter reserves the right to cancel, amend, withdraw, terminate or temporarily suspend this Promotion in the event of any unforeseen circumstances or technical reason outside its reasonable control, with no liability to any entrants or third parties but will use all reasonable endeavours to avoid consumer disappointment. Such circumstances include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental

action or any other event that is beyond the control of the Promoter.

- e. The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.
- f. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to winner notifications or prizes. The Promoter or their agencies will not be responsible for the non-inclusion of entries, including any such failure which is within the control of The Promoter or their agencies.
- g. It is the responsibility of the participant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of the prize in order for their prize to be processed. The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery of their prize.
- h. The surname and county of the prize winner will be made available to anyone who requests it by emailing [Van@loveprizes.co.uk](mailto:Van@loveprizes.co.uk) 4 weeks after the close of the Promotional Period. The winner's list will be available for a period of 8 weeks. Participants may request their surname and county are not published in the event they win by emailing [Van@loveprizes.co.uk](mailto:Van@loveprizes.co.uk) before the closing date. Please note the Promoter is required to provide a winner's list (including details of entrants who have opted out) to the Advertising Standards Authority if requested.
- i. The Winner may be asked to take part in reasonable publicity relating to this prize draw without payment. Such publicity may include, without limitation, publishing the Winner's name and any statements made by them concerning the Promotion and the prize won as part of the Promotion on Walker's or channels and via other third-party mainstream media, local media or broadcast channels, or Bestway or Nissan's channels. Participation is at the Winner's discretion and is not a condition of prize acceptance.
- j. The Promoter's decision is final and binding in all matters relating to the Promotion and no correspondence will be entered into.
- k. If any clause or provision of these Terms and Conditions is declared by a court to be illegal, invalid or unenforceable, this declaration shall not affect the validity and enforceability of any other clause or provision within.
- l. The application and interpretation of these Terms and Conditions shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.

- m. This promotion is not administered or sponsored by “Nissan”, including Nissan Motor (GB) Limited and any other affiliates.