



## **Tough Mudder Workout Wednesday 21 June 2017 Promotion**

### **Terms and Conditions**

**Entrants will be deemed to have accepted these terms and conditions, and agreed to be bound by them, when entering this Promotion.**

#### **Who may enter:**

1. This free prize draw ("**Promotion**") is open to residents of the United Kingdom aged 18 years or over.
2. Employees (or family members of employees) of any group company of the Promoter, companies associated with the Promotion and all affiliates of such companies may not enter this Promotion.

#### **How to enter:**

3. To take part in this Promotion, entrants must, within 5 minutes of the Promotion being called out in the Workout Wednesday live video posted on 21 June 2017 ("**Promotion Period**") and reply to the live video and include the hashtag #MadeToMove.
4. No purchase necessary to enter.
5. Maximum of one entry 1 per person. Maximum 1 prize per person.
6. The "entrant" is the person whose name is identified on the mode of entry.

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

7. There will be 3 winners for this Promotion.
8. The winners will be notified by Facebook direct message or reply comment within around three working days of the draw.
9. Each winner will win a pair of tickets to a Tough Mudder event in the United Kingdom ("**Prize**"). Prize excludes travel to event, spectator access and parking. Prize is awarded in the form of a code which can be redeemed for any Tough Mudder event via [www.toughmudder.co.uk](http://www.toughmudder.co.uk). Please note no events are available in Northern Ireland. Prize is subject to Tough Mudder terms and conditions. Prize is subject to Tough Mudder's terms and conditions for claiming the prize and participation in the respective event.
10. To be eligible to claim the prize, winners must respond to the prize notification message within 7 days. Failure to respond within the requested period or provide their personal details will result in the prize being forfeited by the prize winner. The Promoter reserves the right to award the prize to an alternative winner.

11. Unless expressly stated within these terms and conditions, all other expenses relating to the Prize is the responsibility of the winner and their guest. For the avoidance of doubt, the Prize excludes any costs for transport, travel, accommodation, spending money, meals, travel documentation and insurance, other than specified.
12. The Promoter reserves the right to substitute the Prizes (or any part of the prize) 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 prizes (or any part of the prizes) and unless the Promoter agrees otherwise in writing the Prize is non-refundable and non-transferable.
13. Third party terms and conditions apply to parts of the prizes where applicable.
14. Details of prize winners' names and county will be available for one month after the close of this Promotion by writing to the Promoter at the address set out below and stating the name and date of the Promotion.

**Liability:**

15. There are certain things for which the Promoter does not accept any liability to you, and these are explained in the next three paragraphs. The law does not allow the Promoter to exclude or limit its liability for some things, such as death or personal injury caused by its negligence, or loss caused by a false statement where the statement is made fraudulently. The Promoter accepts full liability for these matters and all matters for which it cannot, under English law, exclude or limit its liability. Otherwise, the exclusions of liability described below will apply. References to the "Promoter" include all of the Promoter's associated companies, agents or any other third party involved in the Promotion.
16. Subject to the above paragraph, the Promoter will not be responsible for (and will have no liability in connection with) acts, omissions and occurrences beyond the Promoter's reasonable control, including but not limited to:
  - a) any postponement or cancellation of the Promotion;
  - b) any changes to prizes or the way in which they can be used;
  - c) damage, loss, injury suffered by any entrant entering the promotion or as a result of accepting any prize;
  - d) problems with the allotment or dispatch of prizes (such as prizes failing to reach the intended recipient); and
  - e) any act, omission or default of any third party supplier.

17. The Promoter does not accept responsibility for network, computer, hardware or software failure of any kind, which may affect the sending, receipt or processing of your entry.
18. If this Promotion is unable to run as planned due to computer virus, network/technical/communications failure, tampering or any cause beyond the Promoter's reasonable control, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion or invalidate any affected entries (subject to any written directions given under applicable law). Entries must not be made through agents or third parties or any automated entry software or any other means which allows an entrant to automatically enter repeatedly. Incomplete entries will be disqualified and will not be counted.
19. The Promoter's decision is final and binding in all respects on all entrants. No correspondence will be entered into. Entries that do not comply in full with these terms and conditions will be disqualified.
20. Please note that this Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. By entering, you acknowledge that Facebook bears no responsibility for this Promotion and, to the maximum extent permitted by law, you release Facebook from any liability whatsoever in connection with this Promotion.
21. If the Promoter has grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsman-like conduct of any kind (including, without limitation, manipulating the promotion, choice of prize winner(s) or any entry) 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.
22. Entries may be subject to moderation. The Promoter reserves the right (in its sole discretion) to deem an entry to be ineligible should it contain offensive, inappropriate, obscene, unlawful or otherwise objectionable content.
23. As a condition of entry, each entrant irrevocably grants to the Promoter a non-exclusive perpetual worldwide licence to use and exploit all intellectual property rights (including without limitation, copyright) in and to works (including, images and text) comprising the entrant's entry ("Work"), and consents to the Promoter doing (or omitting to do) any acts in respect of the Work which may otherwise constitute an infringement of the entrant's moral rights. For the avoidance of doubt, the Promoter may use all or any part of an entrant's Work(s) for any purposes at its discretion, including, without limitation, using the entrant's Work(s) for promotional, marketing or publicity purposes, whether in respect of this promotion, the Promoter, or otherwise. Each entrant warrants to the Promoter that the Work submitted is an original work of the entrant which does not infringe any rights of any third party. A breach of the warranty set out in this condition will result in the entrant's entry being invalid. In addition, each entrant indemnifies the Promoter against all loss,



damages and costs incurred by the Promoter arising from that entrant's breach of the warranty set out in this condition.

24. The Promoter reserves the right to amend these terms and conditions at any time.

**Personal Details:**

25. The Promoter will use each winner's, and each entrant's, personal details for the purpose of administering this Promotion, including prize fulfilment and announcing winners. Please see our Privacy Policy at [www.lucozadesport.com/privacy-policy](http://www.lucozadesport.com/privacy-policy) for further details.
26. The winners agree to allow the Promoter to use their name and likeness for advertising and publicity purposes without additional remuneration. The winners may be required to take part in reasonable publicity and PR activity at the Promoter's request.
27. The winner and their guest may be required for promotional activity e.g. photographs to be taken and are required to make themselves available without charge for publicity purposes and agree to publication of his/her name. It is a condition of a guest attending the Prize that they provide the same consent.

**English Law applies:**

28. This Promotion, and any dispute or claim arising out of or in connection with it (including the prize(s)), shall be governed by and construed in accordance with English law. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Promotion (including the prize(s)).

**Promoter:**

29. The Promoter is Lucozade Ribena Suntory Limited whose registered office is 2 Longwalk Road, Stockley Park, Uxbridge UB11 1BA.