## SAN PELLEGRINO NORTHCOTE PRIZE DRAW PHASE 2 2024

## **FULL TERMS AND CONDITIONS**

These Terms and Conditions (the "Terms and Conditions") prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of these Terms and Conditions and by participating all participants will be deemed to have accepted and be bound by them. Participants should retain a copy for their information.

The Promoter takes data protection seriously. By entering this promotion, participants confirm that they have read the Promoter's Privacy Policy and agree to these Terms and Conditions of the promotion. By submitting any information required as part of their participation into the campaign, participants agree to their information being held and processed in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

- 1. Open to UK residents aged 18 or over, excluding employees of Nestlé UK Ltd and their immediate families, its agents or anyone else professionally connected with the promotion.
- 2. Only one entry per person via San Pellegrino's promotional page at <a href="https://www.promozionitaliane.it/festive-gourmet-getaway-draw/">https://www.promozionitaliane.it/festive-gourmet-getaway-draw/</a>. The Promoter reserves the right at its sole discretion to disqualify any individual found to be attempting to circumvent this clause by tampering with the operation of the promotion, setting up multiple accounts, using multiple identities or to be acting in any manner deemed by the Promoter to be in violation of these Terms and Conditions; or to be acting in any manner deemed by the Promoter to be disruptive. Participants may enter via the official San Pellegrino website only. Maximum of one entry per person will be included in the prize draw.
- 3. No purchase necessary.
- 4. There is one (1) prize available to be won, consisting of a gift voucher for two adults to attend one night's stay at Northcote, Langho, Lancashire BB6 8BE, which includes:
- 5-course gourmet menu including a half bottle of Louis Roederer 224 Collection Champagne.
- One night's accommodation sharing a twin or double room.
- Northcote's cooked-to-order breakfast for two people.

The stay/voucher will be valid for 12 months from the date of issue and will be subject to the venue's own terms and conditions and cancellation policy which can be found at https://www.northcote.com/offer/one-night-gourmet-getaway/.

The prize does not include travel to and from the venue. The prize must be taken within the stated time period. Some blackout dates may apply including, but not limited to, Christmas & New Year, Easter, Valentine's Day, Bank Holidays and special events. In the event of the winner being unable to attend within the stated dates, no alternative will be available in lieu of the stated prize and the prize entitlement will be withdrawn and awarded to a reserve winner selected at the same time as the original winner.

Any additional cost incurred during the stay will be the sole responsibility of the winner and their guest and must be settled directly with the venue.

The prize is suitable for persons 18 and over only.

All items are subject to availability. Images are for illustrative purposes only and may vary from the final selection included in the prize.

No cash or other alternative will be available in lieu of the stated prizes except in the event of circumstances beyond its control, the Promoter reserves the right to offer an alternative prize, in whole or part, of equal or greater value.

## **HOW TO ENTER:**

- Participants will require to sign up to the San Pellegrino Fine Dining Lovers page at <a href="https://www.promozionitaliane.it/festive-gourmet-getaway-draw/">https://www.promozionitaliane.it/festive-gourmet-getaway-draw/</a> by following the instructions and reading the relevant terms and conditions.
- Participants will be required to provide their first name, last name, country of residence, and email address. All valid, completed entries made by 23:59 on 31.12.24 will be included in the prize draw for a chance to win the prize.

The winner will be drawn by an independent third party at random from all valid entries received by the stated closing date. The draw will take place within 1 week of the closing date and the winner notified by 7.01.25. The first valid entry drawn at random will be deemed the winner and awarded the prize.

Promoter reserves the right to verify the winner, including asking for proof of identity, and address, and to refuse to award the prize or withdraw prize entitlement 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.

- 5. The Promoter reserves the right at its sole discretion to disqualify any individual found to be attempting to tamper with the operation of the promotion, setting up multiple accounts, aliases, using multiple identities or to be acting in any manner deemed by the Promoter to be in violation of the Terms and Conditions; or to be acting in any manner deemed by the Promoter to be disruptive. Bulk, trade, agencies, third party or automated entries are not permitted and will be disqualified.
- 6. The prize draw closes at 23:59 on 31.12.24. Participation is via the method as outlined in Clause 4 above only. No postal or other entry method is available.
- 7. Whilst all reasonable steps will be taken to contact the winner, if this cannot be achieved within a further two (2) standard working days and after three attempts, the Promoter reserves the right to cancel the prize entitlement and award the prize to a reserve winner who will be drawn at the same time as the original winner. If a reserve winner does not respond within two (2) days of being notified and after three attempts, the prize entitlement will be withdrawn, and the prize removed from the promotion. On completion of the validation process, the prize will be arranged with the winner via email.
- 8. The Promoter reserves the right to withdraw or amend this promotion in the event of any unforeseen circumstances outside its reasonable control but will use all reasonable endeavours to minimise the effect to participants to avoid undue disappointment.
- 9. The Promotion and these Terms and Conditions will be governed by the laws of England and Wales but any disputes as to the meaning of these Terms and Conditions will be subject to the exclusive jurisdiction of the participants' local courts.
- 10. The decision of the Promoter in all matters connected to this draw is final and binding.

- 11. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using the prizes, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
- 12. Promoter reserves the right to verify the winner and to refuse to award the prize or withdraw prize entitlement 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 an unfair advantage in participating in the promotion or won using fraudulent means.
- 13. By taking part in the promotion, the winner agrees that the Promoter may contact them to ask whether they want to participate in marketing activities/PR relating to this promotion only. Such publicity may include, without limitation, the entrants' name and/or if consent given, image or statements made by entrants concerning the promotion and/or prize obtained as part of the promotion. The winner is not obliged to agree to any such request.
- 14. Subject to the Promoter's Privacy Policy which can be found at Policy https://www.nestle.co.uk/en-gb/privacypolicy, the surname and county of the verified winner will be available upon request by sending an email to: consumer.services@uk.nestle.com with the subject line "WINNER'S LIST: SANPELLEGRINO FINE DINING LOVERS VOL 2 PRIZE DRAW" for a period of three months following the end of the promotion. The Promoter reserves the right to refuse any or all such requests. When contacting this email address, your request will be actioned in line with Nestlé's Privacy Policy. If any winner objects to their information being published, then they can contact the Promoter by emailing: UKI.Dataprotection@uk.nestle.com with the subject line "WINNER'S LIST: SANPELLEGRINO FINE DINING LOVERS VOL 2 PRIZE DRAW". We may nevertheless disclose the information to the Advertising Standards Authority if required to do so.
- Data Protection: The Promoter will only use the personal details supplied for the 15. administration of the promotion and the auditing of the entries where necessary and for no other purpose, unless we have your consent, and you have opted-in to receive future marketing communications or prize PR. As part of this promotion, if you are not opted-in into our general marketing email, you will still receive emails/messages for this promotion only to let you know if you have won and to make arrangements for the delivery of the prize. The surname and county of the verified winner will be made available as set out above and the winner can object to this by emailing: UKI.Dataprotection@uk.nestle.com. Otherwise, your personal details will at all times be kept confidential, and in accordance with the General Data Protection Regulation (GDPR). Click here for the Promoter's Privacy Policy https://www.nestle.co.uk/en-gb/privacypolicy. You can request access to your personal data, or have any inaccuracies rectified, or request deletion of data by sending an email to: UKI.Dataprotection@uk.nestle.com. By participating in the promotion, you agree to the use of your personal data as described here. You can withdraw your consent at any time. For the purpose of this promotion, requests to delete personal data can only be actioned after the promotion has concluded and the winner(s) accepted their prize. Any data obtained via this promotion will be deleted after three (3) months of the promotional end date with the exception of the winner(s) and reserve(s) whose data will be deleted after fulfilment of the prize.

- 16. No responsibility can be accepted for any entries that cannot be made, are incomplete, corrupted, delayed or are not received for any reason whatsoever. The Promoter cannot assume any responsibility or liability for:
- Any faulty or failed electronic data transmissions.
- Communications line failure, regardless of cause, with regard to any equipment, networks, lines, satellites, servers, computers or providers used in any aspect of the promotion.
- Any unauthorised access to the operation of this promotion.
- Inaccessibility or unavailability of the internet, or any combination thereof.
- 17. All normal internet connection charges associated with the submission of an entry to the promotion shall be the entrant's responsibility.
- 18. To ensure fairness and the integrity of the promotion to all participants, the Promoter will not enter into discussions regarding the running of this promotion via social media but will respond to questions via consumer.services@uk.nestle.com.
- 19. If any of these clauses should be determined to be illegal, invalid, or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
- 20. If, for any reason, any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion modify or suspend the promotion or invalidate any affected entries. If an act, omission, event, or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation but will always endeavour to minimise the effect to participants in order to avoid undue disappointment.

Promoter/'we': Nestlé Waters UK, Nestlé House, Haxby Road, York YO31 8TA