



## San Miguel Collector Card Promotion Privacy Policy and Terms and Conditions

### Privacy Policy

1. Your personal data (and, if you win a travel, experience or ticket prize for more than one person, the personal data of your guests) will be held by Everards Limited (**Everards**) and will be shared with Carlsberg UK Limited (**Carlsberg**) (the "**Promoters**") only for the purpose of administering the promotion and publicising the winners in accordance with the terms and conditions relating to the promotion ("**Terms and Conditions**"). The Terms and Conditions are the legal basis for the Promoters' processing. If you do not provide your personal data, the Promoters cannot process your entry, enter you into the promotion or notify you if you are successful in accordance with its obligations under the Terms and Conditions. If your guest(s) do not provide their personal data, then the Promoters cannot include them in the prize.
2. If you win a prize, then the Promoters will make your name and county available, as a winner, on one of the Promoters' website and/or to people requesting that information in accordance with the Terms and Conditions, in line with the Promoters' responsibilities under the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing.
3. If you win a prize described in the Terms and Conditions (or you are a guest of a prize winner), then the Promoters may ask you to sign a promotional release so that the Promoters may use your name, county and photographs or other recordings of you and your guests in connection with the prize in the Promoters' publicity concerning the promotion and its products, including on (or in) the Promoters' social media pages, websites, press releases and advertising.
4. If you are successful (or you are a guest of a prize winner), then the Carlsberg will not keep your personal data for any longer than it needs to, either to comply with the law or to fulfil its obligations to you and other third parties. To find out more, you can contact the Everard's using the contact details set out below.
5. The Promoters will not disclose or share your personal data (or, if you are a winner, the personal data of your guest(s)) with any third party other than those who are engaged by the Promoters to administer the competition and fulfil the prizes. Your personal data (and, if you are a winner, the personal data of your guest(s)) may be sent to countries outside of the European Economic Area where the Promoter's (or its third parties') processing equipment is located in another country or where fulfilment of the prize happens in another country but the Promoter will ensure that any transfer happens in accordance with applicable law.
6. Entrants (and winners' guests) have various rights with regard to their personal data which the Promoters holds about them:
  - a. a right to request a copy of that data;
  - b. a right to require that the Promoter erases your data (but note that this will automatically remove your entry from the promotion and, if you are a winner or a guest of a winner, will mean that you cannot receive or take up the prize);
  - c. a right to amend your data; and

- d. the right to ask us to port (transfer) your data directly to you or another organisation.

To exercise any of these rights, please write to San Miguel Promotion, Everards Logistics, Devana Avenue, Glenfield, Leicester LE3 8JS. You will need to make your request in writing, specifying the action that you want the Promoter to take and enclose proof of your identity.

7. If you believe that the Promoter is not treating your personal data in accordance with the law, you have a right to lodge a complaint with the Information Commissioner's Office. You can find more details at their website <https://ico.org.uk/>.

## Terms and Conditions

### Eligibility

1. This promotion is open to all persons aged 18 or over and resident in United Kingdom, other than employees, and their immediate families, of Carlsberg UK Limited, their associated companies and anyone else professionally connected with this promotion.
2. The Promoter reserves the right to verify the eligibility of entrants. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld until the Promoter is satisfied with the verification.

### How to Enter

3. To enter the promotion you must
  - a. Obtain a collector card (**Card**) from a participating Everards (**Outlet**).
  - b. Collect one stamp for each pint of San Miguel purchased from the Outlet that issued the Card. All stamps must be collected at the same Outlet. Bar staff at the Outlet will stamp your Card at the time of purchase. One stamp per person per day – please drink responsibly. Normal rules as to the sale of drinks apply.
  - c. Once you have collected four stamps on your Card, complete your details on the Card and submit the completed Card to the Outlet that issued the Card before the Closing Date (defined below).
4. The Promoter accepts no responsibility for Cards that are lost for any reason. Forged, damaged, photocopied or altered Cards or stickers will not be accepted.
5. Cards and stamps are subject to availability and are non-transferable. No cash or other alternative will be offered.
6. The Cards are not to be used in conjunction with any other promotion.
7. The 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.
8. The promotion starts at 11:00am on 1<sup>st</sup> January 2019. All entries must be received by the Promoter before the promotion closes at 23:59 on 31<sup>st</sup> January 2019 (**Closing Date**). The Promoter accepts no responsibility for entries that are lost, delayed, corrupted or not received by the Closing Date for any reason. Proof of sending shall not be deemed to be proof receipt.
9. One entry per person. Entries not complying with these terms and conditions will be invalid.

## **Prize**

10. There is one prize consisting of a two night stay in London for the winner and one guest at a 4 star hotel on a bed and breakfast basis, with the winner and guest sharing a twin room or equivalent. The prize also includes two tickets to a London theatre show of the winners choice (the **Tickets**) and £200 to cover travel and other expenses.
4. The winners choice of Tickets will be noted but not guaranteed and the final selection of the Tickets will be at the discretion of the Promoter. All element are subject to availability at the time of request.
11. Any guest or person to whom you transfer the prize, including the Tickets, must be 18 or over.
12. The prize must be taken by the winner and guest(s) within 12 months of the Closing Date.
13. Use of the Tickets is subject to the terms and conditions on the Tickets and the regulations in force at the applicable venue. The Tickets may not be resold under any circumstances.
14. Unless otherwise stated, any expenses incurred by the winner and their guest with regard to the general use and/or enjoyment of the prize, are the sole responsibility of the winner and guest.
15. Any further prize details will be confirmed when the winner is contacted.
16. The Promoter reserves the right to substitute an alternative prize of at least equal value if circumstances make this necessary.
17. If a prize is declined, or a winner cannot take up a prize or does not claim the prize within thirty days of notification from the Promoter that they have won, the prize will be forfeited and a replacement winner may be drawn at the Promoter's sole discretion. The Promoter will not be responsible for any inability of a winner to take up the specified prize.
18. Each prize is non-transferable and no cash or other alternative will be offered.
19. The Promoter accepts no responsibility for cancellation, curtailment or alteration of the event to which the Tickets relate, or transport to or from it, for any reason.

## **Selection of Winner(s)**

20. The winner will be the first entry drawn at random from all eligible entries by an independent person the Closing Date and will be contacted by 29 February 2019 using the details provided to enter the promotion.
21. If you need to amend the contact details you provided to enter the promotion you can write to [hp@everards.co.uk](mailto:hp@everards.co.uk). For more information on how to amend your information, please see paragraph 6 of the Privacy Policy.
22. To obtain the name and county of the winner, please send a stamped addressed envelope to Promotions Coordinator San Miguel Consumer Promotion, Everards Logistics, Devana Avenue, Glenfield, Leicester LE3 8JS within three months of the Closing Date.
23. .

## **General**

24. If you win a prize (or you are a guest of a prize winner), then the Promoter may ask you to sign a promotional release so that the Promoter may use your name, county and photographs or other recordings of you and your guests in connection with the prize in the Promoter's publicity concerning the promotion and its products, including on (or in) the Promoter's social media pages, websites, press releases and advertising.
25. The Promoter reserves the right to suspend, cancel or amend the promotion and / or revise these terms and conditions at any time without giving prior notice and, by continuing to take part in the promotion subsequent to any revision, entrants shall be deemed to have agreed to the amended terms.
26. The Promoter may, in its sole discretion, disqualify entries deemed to be non-compliant with these terms and conditions or if it has any reason to believe that efforts have been made to distort the competitive process or spirit of the promotion. The Promoter's decision as to any aspect of this promotion is final. No correspondence will be entered into.
27. Entry into this promotion is deemed acceptance of these terms and conditions.
28. If any provision of these terms and conditions is held invalid, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.
29. This promotion and all issues arising out of it shall be governed in accordance with English law and is subject to the exclusive jurisdiction of the English courts.

**Promoter: Everards Limited** trading as Everards of Leicestershire, Devana Avenue Devana Avenue, Optimus Point, Glenfield, Leicester, Leicestershire, England, LE3 8JS and **Carlsberg UK Limited**, 140 Bridge Street, Northampton NN1 1PZ