

## **NESCAFÉ READY TO DRINK O2 TICKETS PRIZE DRAW**

### **FULL TERMS AND CONDITIONS**

These 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 the Terms and Conditions and by entering this promotion all participants will be deemed to have accepted and be bound by the Terms and Conditions. Participants should retain a copy for their information.

The Promoter takes data protection seriously. By entering in this promotion, participants confirm that they have read the Privacy Policy and understand 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 Data Protection Act 2018.

### **Eligibility**

1. The prize draw is open to United Kingdom (England, Scotland, Wales, and Northern Ireland), Isle of Man and Channel Islands residents, aged 18+ only.
2. Employees and the immediate families of Nestlé UK Ltd (“the Promoter”), its affiliated companies, agents, or anyone else professionally associated with the administration to the promotion are excluded from the promotion.
3. Internet access to the promotional website and registration with a genuine personal email account required for entry.
4. No purchase necessary.

### **Prize Details**

5. There will be one prize draw for all valid entries received from 00:01 on 05.06.26 and 23:59 on 31.07.26.
  - The first entry drawn at random by an independent third party from all valid entries made by the stated closing date will be deemed the winner. The winner will receive a pair of VIP tickets to their choice of concert at The O2 arena. The winner will be required to provide a choice of three concerts they wish to attend. The O2 arena will provide tickets to one of the chosen concerts, subject to availability. The prize consists of tickets only. Any/all other expenses incurred in taking up the prize will be the sole responsibility of the winner and their guest.
  - N.B. VIP tickets and access areas may vary depending on the chosen concert.
  - The Promoter cannot be held responsible for any date and/or venue changes, which are outside its control but will endeavour to manage the prize arrangements to minimise disappointment.
  - The winner and their guest must be 18 years of age, or over.
  - The Promoter, their agents and the event organiser reserve the right to deny access to participants who arrive late; or deny access or remove, any persons who it deems to be rude or disruptive, or who appear to be under the influence of excess alcohol or any other intoxicating substances.

- The event organizer may require participants to be searched for security reasons. Declining to be searched, abusive, threatening, drunken or other anti-social behaviour, carrying offensive weapons or illegal substances may result in the individual being removed from the event. No cash or other alternative will be offered to prize winner or their guest who are refused entry or ejected in such circumstances. No cans, bottles, alcohol, or food to be taken into the venue. For the event organiser's full terms and conditions, please visit <https://www.theo2.co.uk/legal/the-o2-venue-and-ticketing-terms-and-conditions> .
- Once tickets have been allocated no other dates will be available, except where circumstances outside the Promoter's control (such as cancellation) make it necessary. Participants must be available and willing to attend on their chosen date, as no alternative dates will be available to the winner regardless of personal circumstances.
- The prize is strictly non-transferable and must not be sold, auctioned, or advertised for sale whether on the internet, in newspapers or elsewhere. Any person found in breach of this clause will be disqualified from participating.

6. Maximum of one entry per person throughout the duration of the prize draw. 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 the Terms and Conditions; or to be acting in any manner deemed by the Promoter to be disruptive.

7. Entries (bulk or otherwise) made from trade, consumer groups, agents, third parties or syndicates will not be accepted. Any use of alias or multiple accounts, script, brute force, or any other automated means of entry, will result in that person's claim(s) being disqualified, and any prize awarded will be void. Failure to comply with any part of these clauses will disqualify the respective participant, and any entries made by them, from the Promotion.

#### **Promotional Period**

8. The prize draw will be open to all valid entries received between from 00:01 on 05.06.26 and 23:59 on 31.07.26.

9. Entries received outside of these times/dates will not be included in the prize draw.

#### **Entry Requirements**

10. To enter for a chance to win the stated prize, entrants must:

- i. Use the link from the promotional email to the entry landing page to find more details about this promotion.
- ii. Enter their First Name, Last Name and email.
- iii. Submit their details on the relevant prize draw entry form.
- iv. Provide their first name, last name, and a genuine email address, to be drawn from the prize draw entry process and entered into the promotional prize draw.

11. Incomplete, illegible, or misdirected will not be accepted.

12. Proof of sending will not be accepted as proof of delivery. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical reasons or otherwise.

## **Winner selection**

14. The winner will be randomly selected from all genuine, valid entries via an independently verified process. The prize draw will take place within two (2) standard working days of the draw closing date and winner will be notified within seven (7) working days of the prize draw.

## **Winner notification and prize fulfilment**

15. Only the winner will be notified within the stated period, via email, to confirm the claims process. This claims process, details of which they will receive initially by email, must be completed within 14 days of the notification date in order for the winner to receive their prize. The claimant's full name and confirmation address details will be requested to fulfil the prize. On completion of the validation process, the prize will be shared with the winner via the AXS app, approximately five (5) days before the chosen show. Please note, the winner must have or create an AXS account for tickets to be sent to. Tickets may be sent via post, email or via the AXS App depending on the concert chosen and by agreement with the winner. No cash or other alternatives in whole or part, will be available.

16. The Promoter will make reasonable efforts to contact the winner(s), however, if a winner cannot be contacted after 28 days of the original notification and after three attempts, or if a selected winner is ineligible, otherwise in breach of these Terms and Conditions, or unable to take up their prize for any other reason, they shall be disqualified and will lose their entitlement to the prize. In such circumstances, the Promoter reserves the right to select a reserve entrant from the reserves selected as next in line at the time of the initial prize allocation. In the event of a need to contact a reserve, this will continue/be repeated until an eligible winner is able to claim the prize, or after two (2) reserves have been tried. Thereafter, any remaining prize will be forfeited and withdrawn from the promotion and declared null and void. It is the entrants' responsibility to ensure that they check their junk for any winning messages.

17. Winner(s) will be subject to a full verification process.

18. Proof of sending will not be accepted as proof of delivery. The Promoter takes no responsibility for any requested entries or claims that are lost due to technical reasons, damaged or otherwise.

19. Neither the Promoter, nor its agents, accept any responsibility for failed delivery due to provision of incorrect contact details by the winner(s). It is the responsibility of winner(s) to provide their correct, up to date details at the time of acceptance in order for the prize to be processed. Failure to provide a valid postal address may result in the prize being forfeited and the prize entitlement withdrawn, any prize that is returned as undelivered will be assumed unwanted and shall be forfeited.

20. The process of selecting any winner(s) will follow the guidelines in these Terms and Conditions.

## **General**

21. The Promoter is not responsible for the acts or default of third-party suppliers but will endeavour to resolve any issues that may arise.

22. The Promoter's decision is final and binding with regards to all promotional matters.

23. All entrants will be required to provide a genuine email address that is personal, valid, and accessible throughout the promotion. In the event that the specified information is not provided or is incorrect or an alias, the entry may be considered incomplete, and the Promoter reserves the right to invalidate the entry.

24. In the event of an email address becoming inaccessible during the promotion, the Promoter is not able to retrieve and amend any existing entries to a new email address.

25. Limitations of liability: Neither the Promoter, its agents or anyone professionally connected to the promotion, assume any responsibility or liability for:

- Any incorrect or inaccurate entry of information, or for any faulty or failed electronic data transmissions.
- Any communications line failure, regardless of cause, with regards to any equipment, systems, networks, lines, satellites, servers, computers, or providers utilised in any aspect of this promotion.
- Inaccessibility or unavailability of the internet or the website or any combination thereof.

26. Prizes are not transferable and will only be awarded directly to the winner. The prize cannot be exchanged or redeemed for cash or any other form of compensation. If, due to unforeseen circumstances, the prize is not available, the Promoter reserves the right to substitute the prize in whole or part, and at its sole discretion, with an alternative of equal or higher value.

27. Conduct of entry: The Promoter reserves the right at its sole discretion to disqualify any entrant found to be tampering with the entry process or the operation of the promotion; or to be acting in any manner deemed by the Promoter to be in violation of the Terms and Conditions.

28. 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.

29. The Promoter reserves the right to verify all entries including but not limited to asking for address and identity details (which they must provide within 14 calendar days) and to refuse to award a prize or withdraw prize entitlement, and/or refuse further participation in the promotion and disqualify the participant 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 unfair advantage in participating in the promotion or won using fraudulent means. The Promoter will be the final arbiter for all decisions, which are final and binding. It will not respond to any correspondence.

30. 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 relating to the promotion. 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.

31. Subject to Nestlé's [Privacy Policy](#), the surnames and counties of verified winner will be available upon request by sending an email to: [consumer.services@uk.nestle.com](mailto:consumer.services@uk.nestle.com) with the subject line 'WINNER LIST: NESCAFÉ READY TO DRINK O2 PRIZE DRAW', for a period of 90 days following the end of the prize draw. 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](mailto:UKI.dataprotection@uk.nestle.com) with the subject line 'NESCAFÉ READY TO DRINK O2 PRIZE DRAW'. The Promoter may nevertheless disclose the information to the Advertising Standards Authority if required to do so.

32. 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 prize, 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.

33. 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.

34. The Promotion and these Terms and Conditions will be governed by the laws of the participating country and any disputes as to the meaning of these Terms and Conditions will be subject to the exclusive jurisdiction of the participant's local courts.

#### **Data Protection**

35. The Promoter will only use the personal details supplied for the administration of the promotion and the auditing of the entries where necessary and for no other purpose, unless we have your consent/you have opted-in to receive future marketing communications. The surnames and counties of verified winner will be made available as set out above and winner can object to this by emailing [UKI.Dataprotection@uk.nestle.com](mailto: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) and the Data Protection Act 2018 as applicable. Click [here](#) for the Promoter's Privacy Policy. You can request access to your personal data, have any inaccuracies rectified or request deletion of personal data by sending an email to [UKI.Dataprotection@uk.nestle.com](mailto: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 90 days 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.

36. In the event of this promotion being advertised on Facebook, Instagram or other external channels, participants should be aware that this promotion is in no way sponsored, endorsed, or administered by, or associated with these channels. Entrants accept and understand that they are providing their information to the Promoter, and that the above-named social media platforms have

no liability for any element of this promotion. Furthermore, any questions, comments or complaints regarding the promotion will be directed to the Promoter only.

37. Please note, admission at The O2 arena, all Venues and all Events is governed by The O2 arena legal terms and conditions - <https://www.theo2.co.uk/legal/the-o2-venue-and-ticketing-terms-and-conditions> .

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