Portland Street, London W1W 8QW.

## **ROUGE LUXE PROMOTION RULES**

These are the terms and conditions ("Rules") that apply to the Rouge Luxe promotion ("Promotion"). By entering the Promotion, each entrant agrees to these Rules and confirms they have read and understood our Privacy Notice at <a href="https://www.camparigroup.info/policies/ENG\_Campari.pdf">https://www.camparigroup.info/policies/ENG\_Campari.pdf</a>. Please also see how we limit our liability in the "Liability" section below.

1. **Promoter:** Glen Grant Limited t/a Campari UK, a company registered in the United Kingdom (company no. SC292101) with its registered office address at Glen Grant Distillery, Rothes, Morayshire, AB38 7BS ("**Promoter**"). Postal correspondence must be sent to 14-16 Great

- 2. **Entry period:** The Promotion opens for entry at 16:00 on 06/11/2024 and closes at 23:59 on 30/11/2024 ("Entry Period").
- 3. **Eligibility:** Entry is open to legal residents of **England**, **Wales and Northern Ireland only (excludes Scotland)** who are at least 18 years old at the time of entry. The Promotion is not open to employees and contractors of Promoter or any promotion administrator or prize provider, their families and households and anyone else professionally involved or associated with the Promotion. Promoter reserves the right at any time to require proof of eligibility in such form as Promoter reasonably considers necessary.
- 4. **Limit on number of entries:** A limit of one (1) entry per person applies to this Promotion. Promoter reserves the right at any time to disqualify anyone found to have entered more than once, including by using multiple accounts.
- 5. **How to enter:** To enter the Promotion, eligible entrants must do the following during the Entry Period: (i) visit the Promoter website at courvoisier.com/en-gb/rouge-luxe-competition/; and (ii) complete the online entry form, including name, email address, telephone number and postal address.
- 6. **Submission guidelines:** The entrant must comply with, and must ensure that each entry complies with, the following guidelines ("**Submission Guidelines**"):
  - (i) entries must not be, or contain any material which is, or may reasonably be considered to be, threatening, defamatory, inflammatory, obscene, indecent, offensive, profane, abusive, pornographic, sexually explicit or suggestive, violent, derogatory of any ethnic, racial, gender, religious, professional or age group, discriminatory in any way or otherwise unlawful;
  - (ii) entries must not include any confidential information or personal information concerning any person;
  - (iii) entries must not defame, misrepresent or contain disparaging remarks about Promoter or its products or services, or other people, companies or products and services;

- (iv) any photograph submitted must be the entrant's own original photograph and must not infringe the intellectual property rights, privacy rights or other rights of any person;
- (v) any photograph submitted must not include anything protected by copyright or trade mark rights, including third-party branding or logos, sculptures, paintings or other works of art or images published or broadcast on or in websites, television, film or other media without written consent (a copy of which must be provided to Promoter if requested);
- (vi) any photograph submitted must not include any identifiable person other than the entrant unless that person (or their parent or legal guardian if a minor) has given written consent (a copy of which must be provided to Promoter if requested);
- (vii) by entering the Promotion, each entrant confirms that they have not done anything or made any public statement (oral or in writing) that could reasonably be regarded as defamatory or disparaging of Promoter or its products or services; and
- (viii) by entering the Promotion, each entrant confirms that they know of no information, facts or circumstances related in any way to the entrant that could reasonably be considered damaging or embarrassing to Promoter by virtue of the association between Promoter and the entrant arising from entry into the Promotion.
- 7. **Prizes:** There are 4 prizes to be won in this Promotion, each consisting of 1 x Rouge Luxe giftbox. A giftbox includes 1 x 70cl Rouge Luxe Limited Edition bottle (40% ABV), 1 x lemon, 1 x shaker, 1 x coupe glass, 1 x 5cl Grand Marnier (40% ABV), 1 x 25cl Monin Strawberry syrup ("**Prizes**").
- 8. **Prize conditions:** Prizes are non-transferable, non-refundable, non-exchangeable and no cash alternative is available. However, if Promoter considers it appropriate, or if it becomes necessary for reasons beyond Promoter's control (e.g. if a Prize becomes unavailable for any reason), a Prize may be varied or swapped for a suitable alternative in Promoter's discretion.
- 9. **Winner selection:** All eligible entries will be entered into a random draw to select the winners on 2<sup>nd</sup> December 2024. The winners will be the entrants whose names are drawn at random from all eligible entries.
- 10. **Winner notification:** The winner will be notified by phone call, email and/or direct message using the contact details collected at the time of entry within five (5) days of the completion of the winner selection process. Promoter will make reasonable efforts to contact the winner, but it is the winner's responsibility to monitor their email address (including spam folder) and voicemail for receipt of the notification.
- 11. Claiming the Prize: The winner must claim their Prize within 14 (fourteen) days of Promoter's initial win notification by providing the information requested in the win notification. If the Prize includes alcohol, the winner will be required to provide proof of age. If the winner fails to claim the Prize or fails to provide any information required by Promoter by the claim deadline, Promoter reserves the right to disqualify the winner and select an alternative winner. The alternative winner will be selected using the same process as the original selection process and must claim the Prize within 14 (fourteen) days of Promoter's win notification.

- 12. **Prize delivery:** The Prize will be delivered to the winner at the delivery address notified to Promoter during the claim process. The Prize will be delivered within 30 (thirty) days of a valid claim from the winner, unless a later delivery date is agreed with the winner during the claim process. **Please note that prizes which include alcohol must be signed for on delivery by a person aged 18+.**
- 13. **Liability:** Nothing in these Rules limits or excludes any person's liability for death or personal injury caused by negligence, for fraud, for breach of the Consumer Rights Act 2015, or for any matter for which liability cannot be lawfully limited or excluded. Subject to this, Promoter will not be liable for: (i) any loss or damage caused by a third party who is not acting on behalf of or under the direct instructions of Promoter; (ii) any loss or damage occurring as a result of the winner taking up and using any third-party product forming part of the Prize (except where caused by the negligence of Promoter, its agents or distributors or that of their employees); (iii) any loss or damage caused by any event or circumstance beyond Promoter's reasonable control; (iv) any loss of profits or revenue, loss of anticipated savings or loss of goodwill; or (v) any unavailability of Promoter's websites, apps or social media accounts.
- 14. **No endorsement:** The Promotion is in no way sponsored, endorsed, administered by or associated with Instagram, Facebook or any other social media platform ("**Social Media Platforms**") or any other third party. All third-party trademarks and other intellectual property rights are hereby acknowledged. Use of and entry to promotions via Social Media Platforms is always subject to the rules, terms and policies of those platforms. By participating in the Promotion, entrants are providing information to Promoter, not to the relevant Social Media Platforms. To the maximum extent permitted by applicable law, the relevant Social Media Platforms shall have no liability to any person in connection with or arising out of the Promotion howsoever caused, including for any costs, expenses, damages and other liabilities.
- 15. **Cancellation and variation:** Promoter reserves the right to vary, suspend or cancel the Promotion and/or these Rules if it considers it necessary or appropriate to do so, including if there is any actual or anticipated breach of applicable law or if variation, suspension or cancellation is necessary due to an event outside Promoter's reasonable control. Promoter reserves the right to cancel, modify or suspend the Promotion should it not be capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion. In the event of cancellation, Prizes may be awarded to winners drawn from entries received prior to cancellation.
- 16. **Disqualification:** The Promoter seeks to run a fair and secure Promotion and prevent abuse and cheating. If you enter in a way that is not consistent with these Rules, your entry (and any of your associated aliases) will be disqualified. Any Prize awarded may be void and recoverable. For this reason, the Promoter reserves the right at any point to:
  - a. Verify the eligibility of entrants and/or provisional winners through multiple means by requesting such information it consider reasonably necessary for this purpose. Entry or a Prize may be withheld until verification is completed.
  - b. Disqualify entries that are not made directly by the individual entering the Promotion.
  - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.

- d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
- e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
- f. Disqualify entrants who tamper with the entry process.
- g. Disqualify entries or entrants which, the Promoter regards as being in breach of these Rules, any applicable laws, any terms and conditions referred to in these Rules and/or the spirit of the Promotion.
- 17. **Interference with the Promotion:** Any attempt to damage or undermine the content or legitimate operation of the Promotion is prohibited and may also be a violation of criminal and/or civil laws. Promoter reserves all its rights and remedies to deal with breaches or suspected breaches of this section including, without limitation, to exclude any entrant or winner believed to be associated with such activity.
- 18. **Publicity:** By entering the Promotion, each entrant agrees that, in the event of a win, Promoter shall be entitled (but not obliged) to announce their names (and/or social media handles if applicable) on Promoter's websites and social media. By entering the Promotion, all entrants grant to Promoter a non-exclusive, perpetual, worldwide licence to use (and to grant a sub-license to Promoter group companies and other third parties to use) their entry for the purpose of administering the Promotion and Prize fulfilment, for internal business purposes, for publicity purposes connected with the Promotion and for general advertising, marketing and PR purposes. This licence includes (without limitation) the right to edit, modify and adapt the entry, to incorporate the entry into or combine it with other materials, and to publish the entry in any media, including on Promoter's websites and social media. Entrants may also be asked (without further reward) to take part in reasonable publicity connected with the Promotion.
- 19. **Disclosure of winner's details:** By entering the Promotion, each entrant acknowledges that in the event of a win their surname and county of residence may be disclosed to persons enquiring, where permitted by law. Any entrant may object to their information being made available in this way, or may request that the amount of information made available be reduced, by contacting Promoter using the contact details at the end of these Rules. In these circumstances, the entrant acknowledges that Promoter may nevertheless disclose the relevant information, and the entrant's entry, to the Advertising Standards Authority (and/or any other competent authority) if required to do so. By way of example, this may happen where Promoter is required to demonstrate that it has awarded any advertised prizes. To request disclosure of winner details, enquirers must submit a request to <a href="mailto:customercareuk.courvoisier@campari.com">customercareuk.courvoisier@campari.com</a> within one (1) month following the end of the Entry Period. Details will only be disclosed (if permitted by law) after all Prizes have been awarded.
- 20. **Personal data:** Entrants acknowledge that any personal data processed in connection with the Promotion will be processed in accordance with Promoter's Privacy Notice, which is available at <a href="https://www.camparigroup.info/policies/ENG">https://www.camparigroup.info/policies/ENG</a> Campari.pdf. In particular, Promoter will share personal data with PromoVeritas Limited (company number 04437132), a third-party supplier engaged by Promoter to assist with the administration of the Promotion.
- 21. **Accessing these Rules:** Any website on which these Rules are posted is only intended to be accessed from the United Kingdom, excluding Scotland and where permitted by law. Promoter

makes no representation that materials relating to the Promotion are appropriate or available for use at other locations. Access to them from territories where their contents are illegal is strictly prohibited.

- 22. **Severance and waiver:** If any part of these Rules is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the rest of these Rules will not be affected. Promoter's failure to enforce any term of these Rules will not constitute a waiver of that provision.
- 23. **Disputes:** Subject to the "Law and Jurisdiction" section below, if there is a dispute about the Promotion or these Rules, Promoter's decisions are final. If there is a conflict between these Rules and any other document referred to in these Rules, these Rules take precedence to the extent necessary to resolve the conflict.
- 24. **Law and jurisdiction:** The Promotion and these Rules are governed by English law. Wherever you live in the United Kingdom, you can bring claims against Promoter in the English courts. If you live in Wales or Northern Ireland, you can also bring claims against Promoter in the courts of the country you live in. Promoter can claim against you in the courts of the country you live in.
- 25. Accessibility: If you have any difficulty accessing or entering this promotion, please contact us at <a href="mailto:customercareuk.courvoisier@campari.com">customercareuk.courvoisier@campari.com</a>. If you would like these terms and conditions in another format (for example: audio, large print, braille) please contact us and we will endeavour to provide it.
- 26. **Contact:** General enquiries about the Promotion can be sent to Promoter at: <a href="mailto:customercareuk.courvoisier@campari.com">customercareuk.courvoisier@campari.com</a>. Postal correspondence can be sent to 14-16 Great Portland Street, London W1W 8QW.

## **Short terms:**

UK (excluding Scotland) residents 18+. Starts 06/11/2024 16:00. Ends 30/11/2024 23:59. Prizes: 4 x Rouge Luxe giftboxes, each containing: 1 x 70cl Rouge Luxe Limited Edition bottle (40% ABV), 1 x lemon, 1 x shaker, 1 x coupe glass, 1x 5cl Grand Marnier (40% ABV), 1x 25cl Monin Strawberry syrup To enter, sign up on the entry form at courvoisier.com/en-gb/rouge-luxe-competition/ Max 1 entry per person. Full T&Cs: courvoisier.com/en-gb/rouge-luxe-competition/ Promoter: Glen Grant Limited t/a Campari UK, Glen Grant Distillery, Rothes, Morayshire AB38 7BS.