AQUA Carpatica #ACBalanceBundle Instagram Giveaway 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 participating all entrants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy for your information.

- Open to those who are aged 18 years or over and are residents of the United Kingdom only, excluding employees, and their immediate families and friends, of AQUA Carpatica, agents, third parties and/or any other persons professionally connected with the promotion or Promoter.
- To enter the giveaway you must follow all the following steps on AQUA Carpatica's Instagram post:
 - 1. Follow @aquacarpatica.uk on Instagram and like the giveaway post.
 - Comment on the giveaway post with #ACBalanceBundle and tag (@mention) two Instagram users. Users must be aged 18+, UK residents and provide you consent prior to tagging
 - 3. All entry comments must remain on the giveaway post for the full duration of the giveaway, and remain in place for 48 hours after Friday June 10th to enable draw to be undertaken
 - 4. For a 'comment' to be deemed a valid entry in the giveaway, it must be applied to the original giveaway post, in the context of following all the rules posed in the original post copy and these terms and conditions. Comments on shares or reposts of the original giveaway post will not be deemed eligible
- Entrants of the giveaway must be registered users of Instagram.
- You must not set up multiple Instagram accounts in order to enter the giveaway more than once
- Entries are limited to one comment per person. Multiple entries could lead to exclusion at the Promoter's discretion.
- All entries including eventual winners permit the Promoter to use submitted details (including name) in any promotion and communications of the giveaway, including on AQUA Carpatica's Instagram account, Facebook page(s) or any other social media channel, website and internal communications.
- It is your choice to provide us with personal information. We will only collect personal information that you choose to provide. In some circumstances we may have to share your shared personal information with other parties, such as when we are satisfying the obligations of a contract with you, administering this competition or a transaction requested by you, or required by law.
- Entrants publicity: entrants accept that the Promoter has the right, without additional
 payment or permission, to use their name submitted as entry to the competition for the
 purposes of announcing the winner(s) and for promotional purposes administrated in the UK
 & Ireland and Romania, inclusive social media channels and websites that are accessible
 globally.
- By providing any personal information to us, you fully understand and clearly consent to the
 transfer of such personal information to, and the collection and processing of such
 information in, other countries or territories. Any such transfer and processing by us will be
 in accordance with our Privacy Policy. If you do not agree to these notices, please do not
 provide your personal details to us.
- The prizes of this giveaway are:

- X 2 VIP tickets to <u>Balance Festival</u> 17th 19th June. These tickets are valid for one day admission only, and can be used on any single day of the festival. These tickets are not valid for the full weekend.
- A 'pure hydration package' consisting of a number of AQUA Carpatica bottles of Naturally Still and / or Sparkling water
- Specific prize details and availability are subject to change.
- No cash or other alternative prizes are available, unless deemed necessary by the Promoter and/or UK law and guidelines. The Promotor reserves the right to substitute similar alternatives of equal or greater value. The prizes will only be made available to the winners themselves and is not transferable.
- The giveaway will close at 16:00 on 8th June 2022 after the Instagram giveaway post has been originally published
- One winner will be randomly selected from all valid entries after the giveaway closes. The
 random selection will be undertaken by a computer process that produces verifiably random
 results, utilising a spreadsheet and a random function formula. Data is entered by a human,
 before the computer process produces random results from this data. Draw will be
 undertaken at the Promoter's discretion in accordance with UK law and guidelines. The
 Promoter will not enter into discussion on this matter.
- Each individual winner will win one prize only.
- Within one day of being selected, the winner will be notified. Winner may be notified in one or all of the following ways:
 - An announcement via a comment on the giveaway post on Instagram or an
 additional timeline post, this comment or post may tag winners asking them to
 direct message AQUA Carpatica's <u>Instagram</u> account to provide further details
 including proof of age and address for their prize to be honoured.
 - Via direct replies to winner's comment on the original giveaway post, asking them to direct message AQUA Carpatica's <u>Instagram</u> to provide further details including proof of age and address for their prize to be honoured.
- In the event that any winner refuses acceptance of their prize or, for whatever reason, cannot accept their prize, or if the Promoter is unable to make contact with any winner within two days of first/initial 'winning' notification, or any winner does not confirm their details for receipt of the prize within two days of first/initial 'winning' notification, the Promoter reserves the right to re-draw the prize and award it to an alternative winner(s) from all valid entries, or to award it to a back-up winner(s) that was drawn during the original winner(s) random draw, or to dismiss selecting a replacement winner(s).
- The Promoter accepts no responsibility for all submitted entries and public activity surrounding this giveaway.
- Proof of submitting your entry is not proof of receipt of an entry by the Promoter.
- The Promoter is not responsible for any entries that fail to be submitted for any technical, or other, reason whatsoever.
- The Promoter reserves the right to not accept and moderate (including deleting) entries that are deemed late, incomplete, incorrectly submitted, prematurely removed, corrupted, misdirected, use vulgar and/or inappropriate language, entered in error, are altered, tampered with, make reference to inappropriate/sensitive activity and/or events.
- The Promoter reserves the right to verify the eligibility of all entrants and to disqualify any
 entrant if they have reasonable grounds to believe the entrant has breached any of the
 terms and conditions.
- By submitting your entry, you warrant and undertake that:
 - o Your entry does not infringe any third-party rights.

- Your entry does not infringe any intellectual property rights (excluding any intellectual property rights owned by or licensed to the Promoter), and you are the legal and beneficial owner of all intellectual property rights in your entry.
- You have the right to grant the Promoter the permission and consents necessary to use your entry as set out in these terms and conditions, including from any individual(s) appearing in your entry; any materials or objects which feature in your entry are your own property.
- Your entry only includes individuals who have consented to appearing in your entry.
 Consenting individuals must be aged 18 or over and UK residents
- Your entry does not contain any discriminatory, obscene, defamatory or otherwise objectionable material, nor anything which may reasonably be considered to be offensive (whether by image, gesture, statement or other material of any kind).
- Your entry does not 'troll' or 'spam' the spirit of the competition and does not reference rival brands and competitors
- The Promoter reserves the right to remove any comment which they consider to be in breach of these terms and conditions.
- The Promoter reserves the right to remove any comment which breaches the community standards put in place and upheld on the AQUA Carpatica UK <u>Instagram</u> profile.
- Each prize winner assumes all risks inherent to winning the offered prizes. The Promoter will
 not, to the fullest extent allowed by law, accept any responsibility for loss, injury or death
 suffered as a result of promotional participation or the acceptance/use of any prize, other
 than that caused by negligence or breach of duty of care by the Promoter.
- The Promoter's decisions in all promotional matters will be final and no correspondence shall be entered into.
- By entering this promotion, all participants will be deemed to have accepted and will be bound by these terms and conditions.
- The Promoter reserves the right to abort the giveaway at any given moment and to shorten, modify, suspend or cancel the giveaway in the event of unavoidable circumstances beyond the control of the promoter, without resulting in liability or any claim of damages.
- The Promoter reserves the right to disqualify any participant or user that the Promoter reasonably believes (i) to have tampered with the operation of the giveaway and/or (ii) to be acting in violation of these terms & conditions.
- The Promoter in the UK is AQUA Carpatica, Unit 4, 303 Holloway Road, London, N7 8HS, United Kingdom, Registered in England No. **11482845**.
- This promotion and these terms and conditions are governed by the laws of England and Wales. Any claims and/or disputes arising out or in connection with these terms and conditions shall be submitted to the exclusive jurisdiction of English Courts.
- The giveaway is in no way sponsored, endorsed, administered by, or associated with, Instagram or Facebook. All entrants and participants must recognise a complete release of Instagram and Facebook.
- All entries made will be subject to Instagrams's Promotion Guidelines which can be found at https://help.instagram.com/179379842258600