

**Client:** HIGHLAND WHISKY FESTIVAL  
**Project:** SOCIAL MEDIA - WHISKY GIVEAWAY 2019  
**Date:** 01.04.19

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### **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 and to their details being communicated to third parties including but not limited to the Promoter's agency for the purposes of this promotion. Please retain a copy for your information.

**Promoter: Highland Whisky Festival c/o Multiply Agency, 26 Palmerston Place, Edinburgh EH12 5AL**

These terms apply to the Highland Whisky Festival 2019 promotion. By participating in the Highland Whisky Festival 2019 promotion, you agree to be bound by these terms.

- 1. ELIGIBILITY:** The promotion is open to UK residents (England, Wales, Scotland and Northern Ireland) aged 18 or over, excluding employees and the immediate families of the Promoter, its agents, clients, suppliers, retailers, merchants, associates or anyone else professionally connected with the promotion. Ineligible entries (howsoever received) will be discarded.
- 2. Promotional Period:** The promotion starts from 09.01 on 1<sup>st</sup> April 2019 to 23.59 on 10<sup>th</sup> April 2019 (**Closing Date**).
- 3. How to Enter:** In order to participate in the promotion, entrants must follow the Highland Whisky Festival on a social media channel (Instagram, Facebook or Twitter) and share a promotional post, using the hashtag #HWFGiveaway. No purchase is necessary. Multiple entries are permitted. To participate in the promotion for the chance to win, you must be able to provide a delivery address.
- 4.** Entrants are advised to take care when submitting an entry; the Promoter is not responsible for mistypes. Only correctly submitted entries will be accepted. For the avoidance of doubt, entries featuring spelling mistakes will be disqualified. Capital or lowercase letters will both be accepted.
- 5. THE PRIZE:** There are 8 x 70cl bottles of Single Malt Scotch Whisky available to win.
  - a. 1 Bottle of The Dalmore (Port Wood Reserve)
  - b. 1 Bottle of Old Pulteney (12 Years Old)
  - c. 1 Bottle of Glenmorangie (Tayne)
  - d. 1 Bottle of Clynelish (14 year old)
  - e. 1 Bottle of Wolfburn (Northland)
  - f. 1 Bottle of Balblair (12yo)
  - g. 1 Bottle of The Singleton of Glen Ord (12 year old)
  - h. 1 Bottle of Tomatin (12 Year Old)
- 6.** Only one prize per person per household. Winners are unable to pick their preferred Whisky. There are no cash or other alternative prizes available, in whole or part, except that in the event of circumstances outside of its reasonable control the Promoter reserves the right to substitute similar alternatives of equal or greater value.
- 7. Winner Selection:** All entries will be placed into a prize draw. Eight winners will be picked at random by an independent adjudicator.
- 8. Winner notification:** Winners will be notified if they have won a prize directly through Facebook messenger on the 11<sup>th</sup> April 2019. Winners will have 24 hours to provide a photo of identification (for age verification) and a delivery address in order to claim their prize. In the event that a winner does not accept the prize the Promoter reserves the right at its absolute discretion to withdraw prize entitlement. Such prizes will not be reallocated.

## General

9. Participants are responsible for their own costs associated with accessing the internet. These costs may vary so please check with your service provider for current charges. Participants should seek the permission of the person paying the bill before entering.
10. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability, for any injury sustained, loss, or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following: any theft, unauthorised access or third party interference; or any tax liability incurred by any participant.
11. In particular the Promoter does not assume any responsibility, liability, loss, damage or injury sustained as a result of or in connection with this Promotion:
12. for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, incorrect use of hashtags, omission, tampering, deletion, theft, and communications failure or otherwise;
13. where there is no breach of any legal duty of care owed to the participant;
14. where any loss or damage is not a reasonably foreseeable result of breach of any such duty of care;
15. any damage caused to the prize after it has been despatched to the winner;
16. as a result of any delay or failure to perform any obligation to a participant that is caused by any circumstance beyond its reasonable control or by any act or omission of any third party;
17. where any loss or damage or increase in loss or damage results from a breach by the participant of these terms and conditions or to the extent that the participant has failed to mitigate such loss or damage; and
18. for business losses, and/or losses to non-consumers and any other third party.
19. The Promoter reserves the right to verify all claims and disqualify any entrants where there are reasonable grounds to believe there has been a breach of these terms and conditions or incorrect, illegible, fraudulent or other invalid or improper information has been provided, or any instructions forming part of this promotion entry.
20. By completing and submitting the information requested for participation in the Promotion, participants consent to the collection, use and disclosure of their personal information for the purposes of this Promotion. The Promoter may disclose participants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with participants. If a participant has so elected, participants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for future promotion and marketing purposes regarding its products, including contacting the participant via electronic messaging.
21. **Announcement of prizes:** Winners will be announced on the Highland Whisky Festival social media platforms. We will send the first name and countries of all the winners to anyone who writes to the Promoter within one month after the closing date requesting details of the winners and encloses a self-addressed envelope to the address set out at the top of these terms.
22. The winners agree to take part in reasonable publicity, at the option of the Promoter, with no further recompense.
23. Your personal details will be used for the purposes of the administration of this promotion and delivery of the prizes only. Your personal details will at all times be kept confidential and in accordance with applicable law. Click <http://www.highlandwhiskyfestival.co.uk/media/1134/highland-whisky-festival-privacy-policy.pdf> for the Promoter's Privacy Policy. 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, but will no longer be able to participate.
24. 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.
25. These terms and conditions are governed by the Laws of England and Wales and are subject to the non-exclusive jurisdiction of the English courts.
26. This Promotion is administered by Multiply UK, 26 Palmerston Place, Edinburgh, Scotland on behalf of the Promoter.
27. The Promoter encourages responsible drinking and would direct consumers to read <http://www.drinkaware.co.uk/> for more information.
28. Social Media Code of Conduct
29. By commenting on the social channels, you agree to only post content that does not depict, encourage or endorse the excessive consumption of alcohol, the consumption of alcohol by those under the age of 25, anti-social behaviour (including any criminal activity) or irresponsible drinking.
30. The promoter shall own all rights (including, without limitation, intellectual property rights) in any image and/or text post which is entered into the promotion. Entrants waive all moral rights in the image, video or text to which they are or become entitled under Chapter IV of the Copyright, Designs and Patents Act 1988 (or any similar right or entitlement anywhere in the world).