Terms & Conditions

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Update: 6th June 2018

The MatchPint.co.uk ("Matchpint.co.uk") is operated by Matchpint Limited (Company number: 07168721 England) Regdoffice: 3A Westbourne Road, Islington, London, N7 8AR ('we', 'our' or 'us').

"You" means you, the user of MatchPint.co.uk, "Your" shall be interpreted accordingly. "We/Us" means Matchpint Limited and "Our" shall be interpreted accordingly. "Matchpint.co.uk" shall have the meaning as set out above. "User Information" means the personal details which may be provided by You to Us via Matchpint.co.uk. "Users" means the users of Matchpint.co.uk collectively and/or individually as the context admits. "Website" means a site on the World Wide Web. These Terms and Conditions shall apply to Your use of the website located at www.Matchpint.co.uk and its related pages

("Matchpint.co.uk"). By using Matchpint.co.uk You agree to be bound by the Terms and Conditions set out below. If You do not wish to be bound by these Terms and Conditions, You should not use Matchpint.co.uk. We may change these Terms and Conditions from time to time and so you should check these regularly. Your use of Matchpint.co.uk will be deemed an acceptance of the terms existing at that time.

<u>Terms and Conditions applying users of the MatchPint Service</u>

Acceptable Use

You agree that any use by You of Matchpint.co.uk shall be in accordance with the following conditions:

You will not copy, download, reproduce, republish, frame, broadcast, transmit in any manner whatsoever, any material on Matchpint.co.uk except as is strictly necessary for Your own personal non-commercial home use.

You will ahide by the enecific rules of any competition or

promotion that You participate in on or via Matchpint.co.uk You will not do anything that affects the operability or security of Matchpint.co.uk or causes unreasonable inconvenience or offence or disruption to our staff.

Access to Matchpint.co.uk is restricted to (a) those individuals who, in a personal capacity for their own private interests, wish to have access to information regarding location of pubs showing televised matches and other sporting events and/or take advantage of other promotions offered by Matchpint.co.uk, and (b) pubs and bars. No use of the Website is permitted to any commercial organisation to verify information, data or databases as to matches, pubs who have subscribed to the Matchpint service and/or other information on Matchpint.co.uk.

Third Party Websites

You acknowledge and agree that We are not responsible for the availability of any third party Websites or material You access through the Matchpint.co.uk.

We do not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from such Websites or material.

Any dealings between You and any third party advertisers or merchants found on or via Matchpint.co.uk, including payment

for and delivery of products, services and any other terms, conditions, warranties or representations associated with such dealings, are made between You and the relevant advertiser or merchant. Therefore, We are not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings.

Intellectual Property

All copyright, trademarks, database right and all other intellectual property rights in all material or content supplied as part of Matchpint.co.uk shall remain at all times vested in Us or Our licensors.

You are permitted to use this material or content only as expressly authorised in writing by Us or Our licensors. You will, and You will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content. You further undertake not to extract from, reproduce, copy, adapt, store or download any information regarding matches being shown in pubs or the identity of such pubs to create another database or information resource whether or not such database or information resource would infringe our copyright or database right. You undertake also not to use Matchpint.co.uk to check or verify any similar databases or information resources to that of Matchpint.co.uk whether created, managed or operated by you or a third party.

If You become aware of any such distribution or commercial exploitation, You agree to notify Us immediately.

Liability for and information provided on Matchpint.co.uk

We will not be held responsible or liable for the content, accuracy, timing or reliability of any information or statements contained within Matchpint.co.uk.

We will endeavour to provide Matchpint.co.uk using all reasonable care but we rely on the correct uploading by subscriber pubs and bars to upload correct and up to date

Except as required by law, We will not be responsible or liable for the quality, accuracy or fitness for a particular purpose of Matchpint.co.uk and do not promise that the match information or material contained in Matchpint.co.uk, or any of the functions contained in Matchpint.co.uk or its server will

operate without interruption or delay or will be error free, free of viruses or bugs or is compatible with any other software or material.

We will be liable for any fraudulent misrepresentations We make and for any death or personal injury caused by Our negligence. We will not be responsible or liable to You for any other loss or damage that You or any third party may suffer as a result of using or in connection with Your use of Matchpint.co.uk.

Terms and Conditions applying to pubs and bars who subscribe to the MatchPint Service

Subscriptions

The standard MatchPint subscription is charged at £20 per month, or at £200 per year. VAT will be charged if applicable. This price is valid for 12 months from the date of the first payment. Payments are made via our payment partner Directli/GoCardless (hereafter referred to as "Directli"), so you can be safe in the knowledge that the transaction will be securely handled.

If you are not already a Directli member you will be asked to complete registration (there is no charge for this service). Directli members need only log on and confirm subscription. Once Registered with Directli you can easily manage your subscription. In the case of monthly subscriptions your account will be debited within 4 days with the subscription fee and again at monthly intervals thereafter until cancelled. In the case of an annual subscription, your account will be debited within 4 days and a payment request will be sent to you 12 months after the first payment. You may cancel the subscription at any time before payment becomes due from your Directli account (see below).

Please note that if you cancel your Directli account, your account will be automatically cancelled at the end of your subscription period unless you organise a new payment method.

Refunds and Cancellations

Once the initial subscription is set up, you may cancel it and receive a full refund if the cancellation is made within 7 days of the initial transaction. Refunds will be made within 30 days of the original purchase. Refunds more than 7 days after purchase will generate an extra cost to us, which we reserve the right to pass on to you.

You may cancel your subscription at any time before the start of a new subscription period via your Directli account. If a subscription is accidentally cancelled please contact us at pubs@matchpint.co.uk and we will advise you of the best way forward.

Operation of the MatchPint Service

MatchPint reserves the right to withdraw or modify aspects of the MatchPint service, or the entirety of it, where we have legal or commercial reasons to do so. There may also be times when the MatchPint service becomes inaccessible as a result of technical difficulties experienced by us or on the Internet. We will use reasonable skill and care to overcome these difficulties where they are within our control.

Brand Campaigns

- 1.1. The customer must be a permanent resident of the United Kingdom, aged 18 years or older at the time of entry and to redeem the offer (photo ID may be required). The manager and bar staff in participating outlets reserves the right to refuse service.
- 1.2. The voucher is valid for one use only. Only one reward per customer per day may be redeemed.
- 1.3. The voucher entitles the customer to one redemption of the displayed offer in a participating outlet (note regional licensing laws may apply).
- 1.4. The voucher is available and valid for redemption according to specific times, days and/or matches as stated by MatchPint.
- 1.5. The voucher cannot be used in conjunction with any other offer, discount or coupon.
- 1.6. The voucher has no cash alternative.
- 1.7. The offer applies to the displayed brand or promotion where applicable.
- 1.8. Screen shots or duplicates of the voucher will not be accepted.
- 1.9. This offer is subject to availability.
- 1.10. Customers must have a registered profile on MatchPint in order to redeem the voucher.
- 1.11. The decision of the pub landlord or management at the participating outlet is final.
- 1.12. MatchPint reserves the right to withdraw, amend or temporarily suspend this offer in its absolute discretion, provided that it shall not exercise this right unreasonably, including in the event of technical or other difficulties that might compromise its integrity
- 1.13. Alcohol must be consumed on the participating outlet's premises.
- 1.14. This offer and these terms are governed by English law and subject to the exclusive jurisdiction of the courts of England, Scotland and Wales.
- 1.15. Where there is a reimbursement value agreed by MatchPint and/or relevant Brands to the pub, reimbursement to pubs will be provided by MatchPint via BACS transfer within 7 days of the campaign ending, unless MatchPint does not hold the relevant BACS details, or an alternative reimbursement process was agreed prior to commencement of the campaign
- 1.16. The reimbursement value received by pubs reflects the number of Reward redemptions as tracked by MatchPint no other form of tracking will be accepted for reimbursement purpose, and MatchPint's say is final.
- 1.17. MatchPint reserve the right to request proof that the pub has held sufficient stock of any brands in question for the duration of any campaigns.

- 1.18. By redeeming the voucher, participants are deemed to have accepted these terms and conditions.
- 1.19. Due to certain restrictions on offers and promotions as stated by Scottish MPU regulations, some offers such as £1.96 pints and 2 for 1 pint promotions, are not available in Scotland.

Complaints

If you feel that any aspect of the MatchPint service warrants a complaint, you may contact us by email at

pubs@matchpint.co.uk, or in writing to MatchPint Limited, 3a Westbourne Road, Islington, London N7 8AR

Misuse of the MatchPint service

You will be able to promote your pub with the most appropriate wording that you wish to use. Since this is free text, we ask that all our customers promote their pubs in a responsible manner.

You are responsible for ensuring that no material you post, nor any activity or communication you make in connection with the MatchPint service, will be capable of breaching any applicable law, infringing the intellectual property, privacy rights or other rights of any person or entity, appearing to be false, libellous, offensive, defamatory, abusive, discriminatory, obscene, unreliable or misleading.

We reserve the right to suspend or terminate any customer's access to the MatchPint service, and/or to remove, or require the customer to remove, material posted on the matchpint.co.uk website, if the relevant customer or material appears to us, or to a complainant, to be in breach of any provision of this Agreement. In addition, we reserve the right to suspend or terminate any customer's access to the MatchPint service, if the relevant Member is abusive or communicates offensive messages or images to another customer. Where we reserve a right in this Agreement, it does not mean we will be obliged to exercise it.

If any third party sites are linked to from the MatchPint service, this does not mean that we endorse or have any responsibility for the site in question or anything that appears on it.

Intellectual Property: You acknowledge that all copyright, trade marks, database right and other intellectual property rights in and relating to the MatchPint service (including the material which is contributed by customers) are owned by MatchPint Limited. Therefore, no-one may copy, distribute, show in public or create any derivative work from the MatchPint service, or any of the match or pub information or other material which is found on the MatchPint service unless properly licensed to do so by us.

Excluded loss: We will not be liable to you or any third party for any loss not reasonably foreseeable by us when this Agreement commences.

Law: This Agreement shall be governed by and construed in accordance with the laws of England, Wales and Scotland.

Nothing on this page affects your statutory rights.

Information about our customers is kept by us for the purpose of accounting and sales only. The information is treated as strictly confidential and is recorded in a secure medium. We do not allow any such information to be accessed by or made available to a third party except where we are obliged to do so by law. PayPal accounts are not managed by us and we have no access to them - please see the <u>PayPal</u> website for their terms and conditions.

Click here to see our privacy policy

MatchPint and Budweiser FIFA World Cup™ "Big Bud Giveaway" Promotion 2018

TERMS AND CONDITIONS

Online Instant Win. No Purchase Necessary. Subject to availability.

Internet Access required. Registration to MatchPint app required.

The promotions will run between 16/04/2018 and 15/07/2018 inclusive ("Promotional Period" – please see prize breakdown for specific dates relating to some promotional items

- 1) The promoter is MatchPint Ltd. (Company Number: 07168721) whose registered office is at 3A Westbourne Road, Islington, N7 8AR ("The Promoter")
- 2) The "Big Bud Giveaway" ("The Promotion") is open to residents of Scotland, England & Wales who are aged 18 or over, excluding any individual who is immediate family of the Promoter, or its associated agents or anyone that is professionally associated with the Promotion.
- 3) Participants ("the Participant") can take part in the Promotion via the MatchPint app ("the App") and it's dedicated Promotion section. This is the only way to take part in the Promotion.
- 4) The promotion will open at 12:00am on 16/06/18 and close at 18:59pm on 15/07/18 ("Promotional Period"). Exceptions can be found in paragraph 16.
- 5) By entering the Promotion, the Participant will be deemed to have read and understood these Terms & Conditions and be bound by them

How to Enter

- 6) The Promotion can only be entered via the App. All entries through third parties, groups or agents will be deemed invalid. All entries and subsequent claims must only be made by the Participant. Multiple entries will only be allowed via Tokens ("Tokens") earned through predefined actions on the App, up to a limit of 3 entries per day (see Tokens in paragraph 17). Any attempts to circumvent the system via force, scripts, automated devices, multiple accounts or any other means will not be accepted. Any prizes won via these methods will be disqualified and any prizes won will be invalidated.
- 7) The Participant must check in on the App to a Participating Retailer to be eligible to win some prizes of the Promotion
- 8) Neither the Promoter, affiliates of the Promoter or Participating

Outlets (the Participating Outlets) will be neig responsible for technical errors that result in the Promotion working on Participants devices. Human liability through the administration of this Promotion is specifically excluded.

- 9) Participants will need to go to the Promotion section of the App to redeem Tokens for a chance to win a prize
- 10) Each Token allows the Participant one entry into the Promotion
- 11) Participants will be notified immediately if their entry has been successful and that they have won a prize ("Winners"), or if it has been unsuccessful
- 12) Winners will only be able to win the Promotion a maximum of once per day during the Promotional Period
- 13) Winners will need to be available during the Fifa World Cup™ period (14th June to 15th July 2018) in order to redeem some prizes (see below for more detail)
- 14) Contact information of the Participant will be passed on to Budweiser (Company Number: 3982132), whose registered address is

Porter Tun House, 500 Capability Green, Luton, Bedfordshire, LU13LS (the "Partner"), for fulfilment purposes only unless the Participant has specifically opted in to receiving marketing communications from Budweiser on entry to the Promotion ("Privacy Policy").

- 15) To ensure the Promotion works correctly users will need to be connected to the internet, with Location settings on, via either 3G, 4G, Wi-Fi or alternative connections on their Mobile device
- 16) The Promoter, Partner or any affiliates are not liable for any costs incurred to the Participant via downloading the App or any other way linked to taking part in the Promotion. Therefore the Participant agrees to accept these charges wholly.

The Promotion – Prizes and Redemptions

- 17) When a token is used to take part in the Promotion by a Participant this will randomly allocate a result immediately on the App, and will give the Participant a chance to win any of the below prizes (depending on availability):
- a. One pair of 2018 FIFA World Cup™ Group Tickets, a minimum of 2 Nights' accommodation at 4 or 5 star hotel, in standard twin accommodation assuming two people sharing on a bed & breakfast basis, standard economy return flights between the UK (UK airport to be confirmed by the Promoter following win) and Russia, all ground transportation from arrival in Russia to departure from Russia, Official FIFA pre/post match hospitality, FAN ID and travel insurance ("World Cup Ticket"). To win this prize the Participant must have checked in on the App to a Participating Outlet. There is 1 pair of World Cup Tickets to be given away and a ticket winner must be identified by the 5th May 2018.
- b. One pair of Budweiser Viewing Event Tickets in London for the World Cup Final, 2 Nights' accommodation at a hotel in standard twin accommodation assuming two people sharing on a bed & breakfast basis, transportation via train, bus or plane to Lonodn arrange by the Promoter up to a maximum of £250 ("Bud Boat Ticket"). To win this prize the Participant must have checked in on the App to a Participating Outlet. There are 5 pairs of Bud Boat Tickets to be given away in total and all winners must be identified by hte 29th June 2018.
- c. One free beer for the world cup experience, where the Winner will receive 2 pints of Budweiser for free per World Cup Game day during the Promotional Period (of which there are 25), in a Participating Retailer ("Free Beer Experience"). To win this prize the Participant must have checked in on the App to a Participating Outlet. The Participating retailer will be the nearest venue that is taking part in the Promotion, and the Winner will only be able to redeem the Free Beer Experience in that

retailer. There are 10 Free Beer Experiences available and all winners must be identified by the 14th June 2018.

- d. One free pint of Budweiser, Bud Light or bottled Bud (depending on availability) in the nearest Participating Retailer ("Free Bud"). There are 5000 free pints of Budweiser to give away over the Promotional Period.
- 18) Only one World Cup Ticket (17a), Bud Boat Ticket (17b) or Free Beer Experiences (17c) can be won per Participant during the Promotional Period. All other costs and expenses incurred to the Participant taking up the World Cup Ticker or Bud Boat Ticket including, but not limited to, transfers, travel visas, meals and drinks not mentioned above will be the Participants' and the Participant's guests' own. There are no cash alternatives, or trade-in for alternative prizes.
- 19) Participants who win a prize ("Winners"):
- a. The World Cup Ticket winners will be notified immediately of a winning entry on using a token via the App, and will be notified by the Partner via email that their claim has been verified.
- i. The World Cup Ticket promotion closes on 05/05/2018. Please ensure availability and access to email during the Promotional Period to ensure that you do not miss out on verification and ticket delivery.
- ii. The Winner must have checked into a Participating Outlet to be eligible
- iii. The Winner and their guest must be eligible to travel to Russia between 14.06.2018 and 15.07.2018. Please note that exact dates for the World Cup Ticket cannot be confirmed due to flight details not being known by the Promoter at the opening date of this Promotion Winners must have a valid passport and visa valid for travel in June or July 2018 (as relevant). All travel and health documents (excluding Visa's) required for travel are the World Cup Ticket Winners' and guests' responsibility. Prize Winners' and guests' will have their FAN ID provided to them as part of the prize. The FAN ID will act as the Winners' and guests' visa for entry to Russia. For more information please visit http://www.russianembassy.org/page/fifa-world-cup-2018-visa-information
- iv. If contact cannot be made and the service is available, return contact number and email will be left. Three additional attempts will be made to contact the winner during the following 7 day period. If World Cup Ticket winner cannot be contacted over this time, then the Promoter reserves the right to forfeit the Winner's entitlement to the World Cup Ticket and another entry will be chosen as a replacement winner. The World Cup Ticket winner will need to confirm that they and their guest are at least 18 years of age and eligible to travel on the required dates, confirm the passport details of both the World Cup Ticket winner and their guest.
- v. If the World Cup Ticket winner has not received details of the Flights within 5 days of 14 June 2018 they should contact the consumer services line by emailing consumer.helpline@ab-inbev.com.
- vi. The World Cup Ticket winner will be provided to the Match Ticket Prize Winner upon their arrival at the Accommodation.
- b. The Bud Boat Ticket winners will be notified immediately of a winning entry on using a token via the App, and will be notified by the Partner via email that their claim has been verified.
- i. The Bud Boat Ticket promotion closes on 26/06/2018. Please ensure availability and access to email during the Promotional Period to ensure that you do not miss out on verification and ticket delivery.
- ii. The Winner must have checked into a Participating Outlet to be eligible
- iii. The Winner and their guest must be eligible to travel to London for the 15.07.2018. Bud Boat Ticket Winners must have a relevant travel documents valid for travel in July 2018.
- iv. If contact cannot be made and the service is available. return

contact number and email will be left. Three additional attempts will be made to contact the winner during the following 7 day period. If the Bud Boat Ticket winner cannot be contacted over this time, then the Promoter reserves the right to forfeit the Winner's entitlement to the Bud Boat Ticket and another entry will be chosen as a replacement winner. The Bud Boat Ticket winner will need to confirm that they and their guest are at least 18 years of age and eligible to travel on the required dates, confirm the passport details of both the Bud Boat Ticket winner and their guest.

- v. If the Bud Boat Ticket winner has not received details of the within 5 days of 15 July 2018 they should contact the consumer services line by emailing consumer.helpline@ab-inbev.com.
- c. The Free Beer Experience winners will be notified immediately of a winning entry on using a token via the App, and will be contacted via email from the Promoter within 1 week of the winning entry
- i. The Free Beer Experience promotion ends on 14/06/2018. Please ensure availability and access during the Promotional Period to ensure you don't miss verification and confirmation emails.
- ii. The Winner must have checked into a Participating Outlet to be eligible
- iii. The winner will receive 2 free pints per match day during the tournament on dates 14/06/2018, 15/06/2018, 16/06/2018, 17/06/2018, 18/06/2018, 19/06/2018, 20/06/2018, 21/06/2018, 22/06/2018, 23/06/2018, 24/06/2018, 25/06/2018, 26/06/2018, 27/06/2018, 28/06/2018, 30/06/2018, 01/07/2018, 02/07/2018, 03/07/2018, 06/07/2018, 07/07/2018, 10/07/2018, 11/07/2018, 14/07/2018, 15/07/2018.
- iv. The Winner will be entitled to 2 free pints each day, on the above dates in the Participating Outlet the Participant checked in to, during the FIFA World Cup^{TM}
- v. If the Winner has checked into multiple Participating Outlets they will be able to agree with the Promoter on where they would like to have the Free Beer experience during the FIFA World Cup^{TM}
- vi. They will receive the opportunity to create a voucher each day through the App which will need to be shown the Bar Manager to redeem
- vii. The winner must be at least 18 years of age
- viii. If contact cannot be made and the service is available, return contact number and email will be left. Three additional attempts will be made to contact the winner during the following 7 day period. If the Free Beer Experience winner cannot be contacted over this time, then the Promoter reserves the right to forfeit the Winner's entitlement to the the Free Beer Experience and another entry will be chosen as a replacement winner
- d. The Free Bud winners will be notified immediately of a winning entry on using a token via the App and will be able to redeem it in a Participating Outlet immediately
- i. The Free Bud promotion ends at 18:59 on 15/07/2018.
- ii. The Winner will find a Free Bud token to be used at the nearest Participating Outlet via the Offer section of the App
- iii. The Free Pint will remain on the Participants device until they have redeemed it, they will not be able to win additional Free Pints until it has been redeemed
- iv. The Winner will need to show this to the Bar, who will give them a Free Pint of Budweiser, Bud Light or bottle of Budweiser depending on stock
- v. This voucher has no monetary value and cannot be exchanged for an alternative
- vi. It does not entitle the Winner to choose a different beer

- vii. It is up to the Bar Managers discretion to give the Free Bud.
- viii. If the Winner has issues with the redemption or honouring of this prize, they must contact the Promoter immediately on info@matchpint.co.uk
- viiii. The Free Pint will be available for 1 week on the Winners device, if the pint is not claimed within this time period it will be put back in the prize allocation

Tokens and Entries to the Competition

- 20) Subject to the limitation of a maximum of 3 entries per day during the Promotional Period (in paragraph 6), Participants may participate in the Promotion as many times as they wish during the Promotional Period, but can only win one of either the World Cup Ticket or Bud Boat Ticket.
- 21) Entries into the competition is by using Tokens in the App.
- 22) By default a Participant receives one Token the first time they enter the App during the Promotional Period. But Participant's can earn more Tokens by:
- a. Checking in to a Participating Outlet
- i. The first check in on the App per day during the Promotional Period will earn 1 additional token to enter the competition
- ii. $\mbox{ Additional check ins on the App on the same day will not earn more Tokens }$
- iii. There is no limit of the amount of tokens earnt from the first check in per day during the Promotional Period
- b. Referring Friends
- i. Participants can refer friends or family to MatchPint for the chance to earn more tokens
- ii. If a Participant shares their own unique referral code and a friend downloads the App and enters the game the Participant will earn 1 more token
- iii. There is no limit to the amount of referral Tokens a Participant can earn
- iv. By referring friends the Participant agrees they are only referring close friends and family who will want to receive this communication
- v. Any Automation or abuse of a Participant's referral code will void any subsequent entries and winning tickets will be voided

Bud for £1.96

- 23) In addition to the Promotions and ability to win prizes listed above, there will also be the ability for Participants in England and Wales to access a specific Budweiser drink deals on the app ("Bud for £1.96") for a discounted price when England play (see dates listed below).
- 24) This promotion will only be available in England and Wales
- 25) For up to an hour before kick-off before each England game in the group stages (18/06/2018, 24/06/2018, 28/06/2018) Participants will be able to get a pint of Budweiser, Bud Light or Bottle of Bud in Participating Oultets for £1.96. Participants must:

- a. check in on the App to a Participating Outlet up to an hour before kick off on the dates above
- b. create a voucher on their Mobile device and show this to the Bartender
- c. purchase, and exchange £1.96, for this promotion
- d. $\,\,$ not choose, or try to exchange, the Budweiser for an alternative beverage or cash exchange
- 26) There is only one Bud for £1.96 per person, per England match day
- 27) In the event that England qualify and play further matches in the FIFA World $\mbox{Cup}^{\mbox{TM}}$ this promotion will be extended for each match they play
- 28) If the Participating Outlet does not stock Budweiser Draught, the pint will be on Bud Light. In the event they also don't stock Bud Light, the Participant will be able to have a Bottle of Bud instead

Surprise and Delight Moments

- 29) In addition to the Promotions listed above Participants in England, Wales & Scotland will be given the opportunity to receive a free pint if various outcomes happen during football matches over the Promotional Period ("Surprise & Delight"). The offer availability is determined by when the offer is made available on MatchPint and is at MatchPint's discretion whether to make the promotion active.
- 30) Participants must choose the team that they are supporting during the FIFA World $\mbox{Cup}^{\mbox{TM}}$ ("Nation") from the Promotion section of the App
- 31) There is only one Surprise & Delight per person, per match day available
- 32) If a pre-defined outcome happens to a Participants' Nation they will receive a notification from the Promoter on their device announcing they have a free pint
- a. Participants should enable notifications from the Promoter, but this does not exclude them from the Surprise & Delight
- b. Participants will have 30 minutes to redeem the Surprise & Delight in a Participating Retailer
- c. If they do not redeem within the allocated time period the Surprise & Delight will be considered voided, and will not be redeemable
- d. There is no purchase necessary
- e. In the event a Participants' Nation is knocked out, the Participant is able to choose a new Nation for the remainder of the tournament, and so on until there is one team left
- f. If the Participant is a winner of a Free Pint that same day, they will not cease to be eligible for a Surprise & Delight that day
- 33) If the Participating Outlet does not stock Budweiser Draught, the pint will be on Bud Light. In the event they also don't stock Bud Light, the Participant will be able to have a Bottle of Bud instead

<u>General</u>

34) The Winner's Prizes are as specified and cannot be transferred to

another individual. Proof of identification will be required for world Cup Ticket winner, Bud Boat Ticket winner and Free Beer Experience winners in order to redeem the relevant prize.

- 35) The selection of Winners is performed by the Promoter at random via a secure computer system that is automated to generate random winning moments. The first entry received on or after a randomly predetermined winning moment will win the relevant Prize. If there is no entry received between one randomly predetermined winning moment and the next, the Prize will be re-allocated to the next predetermined winning moments and so on until all Prizes have been awarded.
- 36) As laid out above there are different deadlines for various prizes. The last entry to the competition will be allowed at 18:59 on the 15/07/2018, after this date no more entries will be allowed
- 37) Winners have 40 days after receiving their Winner notification on the App to notify the Promoter that they have not received confirmation, or their prize, after which the Promoter ceases to have responsibility.
- 38) The Promoter reserves the right, in its absolute discretion, to verify all Winners, including but not limited to, proof of identity and/or age, as required or refuse to award a prize or to withdraw Prize entitlement and/or refuse participation in the Promotion 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 an unfair advantage in participating in the Promotion or has won using fraudulent means.
- 39) 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. The Promoter will not be liable for any loss, damage or injury sustained, as a result of, or in connection with this Promotion (in contract, negligence or otherwise) where:
- a. there is no breach of a legal duty of care owed to the participant;
- b. the loss or damage is not a reasonably foreseeable result of any such breach; or
- c. 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
- d. any loss or damage or increase in loss or damage results from business losses, and/or losses to non-consumers and any other third party.
- 40) In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this Promotion or the awarding of prizes, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the Promotion or these terms and conditions, at any stage, but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.
- 41) There are no cash alternatives for any of the prizes in this Promotion, in whole or in part. In events of circumstances outside the Promoters control the Promoter reserves the right to substitute similar or alternatives of equal or greater value.
- 42) Unless otherwise agreed in writing between the Promoter and the Winner, the prizes will only be awarded to the Winner and cannot be transferred.
- 43) The Promoter reserves the right to re-award Match Ticket or Viewing Event Prizes if Match Ticket or Viewing Event Prize Winners are subject to an order preventing their entrance in to Russia or the FIFA

World Cup 2018 for any reason including, but not limited to, passport or VISA requirements.

- 44) The Promoter shall not be held liable for:
- e. Systems failures at the redemption of the handling house
- f. any failure to fulfil obligations of any third parties involved in this Promotion
- g. any fraud committed by any third party nor in an event beyond its control
- 45) The Promoter's decision is final in all promotional circumstances, and reserve the right not to enter into correspondence.
- 46) The decision of the pub landlord or management at the participating outlet regarding any free pints in the Promotion is final.
- 47) As stated above, all Participants in this Promotion must be of legal UK drinking age and over 18 at the point of entry into the Promotion, and must not knowingly refer anyone to the Promotion that is no of legal UK drinking age and over 18.
- 48) Winners consent to any reasonable publicity accompanying the Promotion required on behalf of the Promoter and its partners if so requested. This includes displaying and publication of the Winners names and images.
- 49) Participants consent by entering the Promotion that their personal information, including name and contact information, can be shared with 3rd Parties in order to fulfil Promotional obligations and fulfilment. This does not include the consent to receive marketing communications from these 3rd Parties
- 50) For a period of 3 months following the closing date a full list of Match Ticket or Viewing Event Prize winner names and counties will be available by request, by sending a self-addressed envelope to MatchPint Limited, Huckletree, 18 Finsbury Square, London, EC2A 1AH with the subject "Big Bud Giveaway Promotion". Please do not send entries or any other correspondence to this address.
- 51) This offer and these terms are governed by English law and subject to the exclusive jurisdiction of the courts of England, Scotland and Wales.

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