

Promotional Terms and Conditions Duracell Optimum Promotion 2021 Great Britain

These Promotional Terms and Conditions (hereinafter: “**Promotional Terms and Conditions**”) apply to the temporary promotion ‘**Duracell Optimum Scan for a chance to Win**’ (hereinafter: the “**Promotion**”), organised by Duracell UK Ltd., an English company with its registered office at 23 Spencer House, SHEEN ROAD, RICHMOND UPON THAMES LONDON (hereinafter: the “**Promoter**”) through its agency BENK, a Dutch company with its registered office at Oude Gracht 27, 3511 AB Utrecht. Registered in the Trade Register of the Chamber of Commerce under number 30188859 Buro Benk BV. The content of the Promotion and these Promotional Terms and Conditions may be consulted at any time on www.duracell.co.uk/scanwin (hereinafter: the “**Promotion website**”).

Article 1 General

- This Promotion runs from 20 September 2021 to 31 October 2021, 11:59 PM. It is subject to purchase and is open to Great Britain residents aged 18 and over.
- By taking part in the Promotion, participants agree to be bound by these Promotional Terms and Conditions. Participation in the Promotion and consequently the acceptance of these Promotional Terms and Conditions is mandatory in order to have a chance at winning one of the prizes.
- To take part in this Promotion, participants must purchase Duracell Optimum batteries via Sainsbury's and Argos offline and online stores.
- A participant can take part in the promotion as often as they want. However, only one entry is possible per product purchased. Each participant can win a maximum of one prize for the duration of the promotion (same name, e-mail/postal address and per IP address). There is a maximum of one winner per family, living at the same address.
- Entries not submitted in accordance with the current terms and conditions will be disqualified and may not participate in the Promotion.
- Employees of the Promoter and anyone who is directly or indirectly involved in the organisation of the Promotion, as well as their close relatives, are excluded from taking part in the Promotion.

Article 2 Promotion: SCAN and WIN

1. Participation

- Purchase a Duracell Optimum product during the promotional period from 20 September 2021 to 31 October 2021 via Sainsbury's and Argos, as described above.
- Register before 3 November 2021 on the website www.duracell.co.uk/scanwin. Participants can also register by scanning the QR code on the promotional material in the store. After scanning, the animation opens in the mobile phone browser. Participants can only take part in the Promotion by agreeing to the Promotional Terms and Conditions.
- Participants must complete the required form and upload a copy of their proof of purchase. The participant can register to take part in the Promotion via the Promotion website.

- In order to take part in the promotion, participants must upload their name, e-mail address and (copy) of the receipt to the Promotion website.
- In order to prevent fraud, participants' original proof of purchase may be requested on a random basis; the original is required for the prize to be issued in the event of winning. It is expressly forbidden to reproduce receipts (including photocopying) without having purchased the product or after having returned the product.
- The participant must retain the original receipt, so that the purchase can be verified.
- After entering the data, the participant is eligible to win one of the prizes.
- Participants may take part in the Promotion as many times as they wish. However, participation only allows for one Duracell Optimum pack per entry.
- This promotion gives participants the opportunity to win an Xbox Design Lab Controller worth 70 GBP.
- There is no charge in participating other than the Duracell product purchased that is subject to the Promotion.

2. Prizes

- The Promoter provides the following prizes: 50x Xbox Design Lab Controllers worth 70 GBP each
- The draw will take place before 14-11-2021. The winners draw will be carried out via an automated system and takes place on a random and unbiased basis.
- After correctly entering the data, the participant is eligible to win one of the prizes.
- In the draw, winners will be selected from those who have registered, fully completed the participation form and submitted a valid receipt.
- The prize-winners will be notified by an e-mail sent to the e-mail address they provided on the form not later than 10 days after the end of the Promotion.
- Prize-winners must provide proof of identity upon request by the Promoter within 72 hours.
- Age verification will also take place. If there is any form of doubt or if the correct proof cannot be provided (in time), the Promoter reserves the right to disqualify/exclude participants and/or winners from further participation without giving reasons and without prior notification and the right with regard to the prize will lapse.
- If the winner has not been contacted within 5 working days of being notified of their win, one more e-mail will be sent to establish contact. The winner will be given another opportunity to come forward within a period of 3 working days and identify themselves, if necessary. At the end of this period, they will be excluded as a winner of the Promotion and the Promoter will select one or more other winners.
- **Please note:** By participating in this Promotion, the winner declares that they will cooperate with any promotional activities connected to this Promotion and the awarding of the prize. In this context, the Promoter may conclude additional agreements with the participant (use of photo and name of the winner, including but not limited to advertising on the Internet and social media).
- No correspondence will be entered into on the results of the Promotion.
- Prize awarding will take place under the authority of the Promoter.
- Prizes are not redeemable for cash.
- The prizes cannot be exchanged or transferred to third parties.
- The Promoter will ensure that any applicable gaming tax is paid on the prize.

- The Promoter will use the participants' data exclusively for the execution of the Promotion and the specific mailings associated with it.
- The Promoter is responsible for the prizes in this Promotion and indemnifies third parties against claims by winners or third parties in connection with complaints and injuries. If a winner does not accept the prize and the terms and conditions under which it is awarded the Promoter reserves the right not to award the prize.
- The Promoter, and the party it engages, will be responsible for the prize awarding process. If the winner has a question, comment or complaint about this, they may contact the Promoter via the Duracell Customer Service. Phone number 0800 716 434

Article 3 Liability

The Promoter can under no circumstances be held liable for damage caused by: a) loss of income; b) the provision of incorrect or incomplete information by a participant; or c) network, hardware or software failures resulting in reduced, delayed or lost data.

The Promoter and all engaged third parties are not liable for any (direct or indirect) damage or injury as a result of (participating in) this Promotion or the use of the prizes awarded.

The Promoter is not liable for any losses, delays or technical malfunctions caused by third parties such as telecom operators, Royal Mail or by network, computer hardware or software failures of any kind that result in error messages, reduced, delayed or lost entries or a random prize draw and delivery. Nor can it be held responsible for errors in the printed material or on the participating packaging.

The Promoter is also not liable for, among other things:

- Absence of a promotional sticker on a product.
- Absence of a promotional code on the promotional sticker.
- Presence of an unrecognisable promotional code.
- Incomplete or illegible promotional code.
- Incomplete or illegible receipts as proof of purchase.
- The non-acceptance by the website of the promotional code entered.

The Promoter may not be held liable for any discontinuation or interruption of the Promotion due to technical or other issues beyond the control of the Promoter.

Despite the utmost care that the Promoter takes with the Promotion and the management of this website, it is possible that the information may be incomplete or incorrect. The Promoter is not liable for any (consequential) damage caused by technical or editorial errors or omissions on the website, nor for any (consequential) damage resulting from the use, presentation, provision or temporary unavailability of this website or links to third-party websites, except in the case of intent or gross negligence on the part of the Promoter.

The Promotion website has been checked for the presence of known computer viruses and has been tested on multiple computer systems. However, the absence of computer viruses can never be guaranteed. The Promoter is not liable for third-party software such as software drivers and browser plug-ins.

Each participant must take all necessary measures to protect their own data and/or software programmes on their computer equipment and/or their site from any damage/malware/unauthorised access or the like. The connection to the Promotion website and participation in this Promotion are the sole responsibility of the participants. Under no circumstances can the participant make a claim against the Promoter for the costs associated with the participation. Organised participations and/or collective participations in the competition will be considered unreasonable and will subsequently be excluded from participation automatically.

The Promoter of this Promotion is not responsible for any improper use of this website. Information on persons who misuse this website will, if necessary, be passed on to the authorities.

Article 4 Rights of Duracell

- The Promoter reserves the right at all times to exclude participants from participation, if it deems their participation non-compliant in its reasonable opinion, and not to award a prize if the Terms and Conditions or any legally applicable provision are violated in any way, particularly if the Promoter suspects fraud by the participant or if the Promoter has not received the original Promotional Packaging from the participant within two (2) weeks if requested to do so by the Promoter. The participant cannot claim any (damage) compensation in such cases.

Article 5 Correspondence

- Questions, comments or complaints regarding this Promotion can be submitted by writing to the following address: duracell-scanwin@burobenk.nl.
- The participant will then receive a substantive response within a reasonable period of time.

Article 6 Terms of use

The Promotion is governed exclusively by English law and any dispute, differences or claims fall under the competence of the Great Britain courts of law

The Promoter is entitled at all times to suspend or cancel the Promotion or have it suspended/cancelled and to change the prizes and/or Promotional Terms and Conditions of the Promotion or have it changed without giving reasons and without giving prior notice. If the Promotional Terms and Conditions are changed, the amended version will be posted on the Promotion website as soon as possible. To the extent that certain matters are not provided for in these Promotional Terms and Conditions, the Promoter's decision will be final.

Article 7 Data

- Participants in the Promotion are required to enter any personal details requested correctly, up-to-date and in full.
- Participants providing incorrect or incomplete information will not be eligible to receive the prize and may be disqualified from participation by the Promoter.
- The sole purpose of the personal data is for verification of and communication with the winners and will not be used for commercial purposes without permission.
- Your personal data will be deleted once the prizes are granted. Winner's data may be kept with compliance with tax laws. You have a right to access, modify or remove your personal data by writing to the following address: duracell-scanwin@burobenk.nl.

Last revised on 20/09/2021