

## Terms & Conditions

### Full Terms & Conditions

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the terms and conditions and by participating all claimants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy of these terms and conditions for your information.

1. **Promoter:** Catalyst Spirits Limited, 27 North Side Wandsworth Common, London SW18 2SU.

2. **Eligibility:** This prize promotion is open to all UK residents (England, Scotland, Wales and Northern Ireland) aged 18 or over, except for anyone directly connected with the planning or administration of the prize promotion including Catalyst Spirits Limited employees, their agencies and their immediate families (spouse, parent, child, sibling, grandparent and/or 'step' family).

3. **Promotional Period:** The prize promotion opens at 11am on 08/11/2023 and closes at 16:00 on 01/12/2023. There are 6 Event Draws in total.

- Event: 11th November 2023 at The New Theatre, Oxford. Event Draw closing date 16:00 9th November 2023.
- Event: 13th November 2023 at The Alexandra, Birmingham. Venue Draw closing date 12:00 10th November 2023.
- Event: 29th November 2023 at Pavilions, Plymouth Venue Draw closing date = 16:00 22nd November 2023.
- Event: 4th December 2023 at O2 City Hall, Newcastle Venue Draw closing date 16:00 29th November 2023.
- Event: 6th December 2023 at Royal Concert Hall. Nottingham Venue Draw closing date 16:00 30th November 2023
- Event: 7th December 2023 at O2 Apollo, Manchester Venue Draw closing date 16:00 1st December 2023.

4. Internet access and an active Instagram account are required for entry. An Instagram account can be opened at [instagram.com](https://www.instagram.com). Participants are reminded to get the owner's permission before using a computer, device and/or internet-access which is not owned or paid for by the entrant to enter the Promotion. The Promoter will not be liable for any internet or mobile connection, or other charges incurred in entering the Promotion.

5. The entry instructions form part of the rules. By entering, you agree to accept and be bound by the rules.

## **6. How to enter**

- Follow @Blackeye Gin on Instagram
- Comment under the Promotional Post with your chosen venue
- Tag a friend.

**a.** Only one entry per person per venue draw. If you enter more than once per Venue Draw your first entry will be accepted, and all others will be disqualified. For the avoidance of doubt, a participant can only use one Instagram account to enter and can only enter once per Venue Draw.

**b.** During the Promotional Period, some entries might be shared by the Promoter, or the Promoter may comment on your entry. This does not mean that you are a winner, neither does it increase your chances of winning.

**c.** We will not tolerate anyone who posts or is seen to be posting comments via any social media channel or anywhere else during this Promotion that we think are bullying, spiteful or upsetting to other entrants and followers of Blackeye Gin or directly aimed at us. Anyone acting in this way will be disqualified from the prize promotion.

**d.** Proof of sending will not be accepted as proof of delivery or receipt of entry. Incomplete, illegal, misdirected, or late entries will not be accepted. The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.

**e.** No third party or bulk entries. Entries via third parties, consumer groups or syndicates, entries by macros or other automated means and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified. If it becomes apparent in the reasonable opinion of the Promoter that either a participant or household is using any means to circumvent this condition such as, and without limitation, fraudulently falsifying data; using multiple Instagram accounts; acting fraudulently or dishonestly in the reasonable opinion of the Promoter; using identities other than their own; creating fake identities or using any other automated or manual means in order to increase that participant's or a household's entries or otherwise acting

in violation of these terms, these participants and their household will be disqualified, and any prize entitlement will be void.

#### **7. Winner Selection:**

- a. All entries received during each Event Draw will be placed into a random prize draw conducted by an independent third-party within 1 working day of each closing date.
- b. The winner for each Event Draw will be the first entry randomly selected that meets the entry criteria.
- c. Only one prize per person throughout the Promotional Period.

#### **8. Prize Fund:**

a. There is 1 pair of tickets per Event (6 prizes in total). Each prize is a pair of standard tickets to the World Cup Party tour podcast to the winner's allocated Event. No choice of seating.

b. Event dates and venues are as follows. 1 winner per Event:

11<sup>th</sup> November 2023 at The New Theatre, Oxford.

13<sup>th</sup> November 2023 at The Alexandra, Birmingham

29<sup>th</sup> November 2023 at Pavilions, Plymouth

4<sup>th</sup> December 2023 at O2 City Hall, Newcastle

6<sup>th</sup> December 2023 at Royal Concert Hall, Nottingham

7<sup>th</sup> December 2023 at O2 Apollo, Manchester

c. The prize must be accepted as offered and redeemed by the named winners only. There is no cash or alternative prize, in whole or part (save where the Promoter in its sole discretion deems it reasonably necessary to provide an alternative prize). The prizes are non-transferable and non-refundable.

d. The prize excludes travel, accommodation, spending money or personal expenses.

e. The Promoter reserves the right to provide an alternative prize of equal or greater value should circumstances outside its control make this necessary.

#### **9. Winner Notification:**

a. Each winner will be contacted via Private Message on Instagram by @Blackeyegin within 3 working days of the closing date and will have 1 day to claim their prize. Please check your Private Message inbox.

b. Only a direct message reply via Instagram account that we notify will be accepted.

## **10. Prize Delivery**

- a. Winners will be required to provide proof of age and an email address.
- b. Prizes will be sent by email within 24 hours of prize claim.
- c. It is the responsibility of the winner to provide their correct, up-to-date details when confirming acceptance of the prize in order for their prize claim to be processed. The Promoter cannot be held responsible for a winner failing to supply accurate information which affects prize acceptance or receipt of their prize.

## **11. General:**

- a. Where we suspect that an individual has breached these terms and conditions, we reserve the right to verify the winner and ask for proof of identity, age and address and that they are the person associated with the winning notification.
- b. As part of the promotion, we collect the following personal data: username, for entrants, and also county for the winners for the purpose of providing a winner list as indicated in point 13c. These details are requested for administering the promotion only. To find out more about how we use and protect your personal data, as well as your privacy rights visit <https://blackeyegin.com/terms-conditions/>.
- c. The surname and county of the winners will be made available to anyone who requests it by emailing [ronanm@brightpartnerships.com](mailto:ronanm@brightpartnerships.com) within 1 month of the closing date. Participants may request their surname and county is not published in the event they win by emailing [ronanm@brightpartnerships.com](mailto:ronanm@brightpartnerships.com) before the closing date. However, the Promoter shall provide the surname and county of the winner to competent authorities upon request from such competent authorities (including the Advertising Standards Authority).
- d. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to the Promoter and not Instagram. All entries are also subject to Instagram's terms of service, which you can find there:  
<https://www.facebook.com/help/instagram/478745558852511>

e. We reserve the right to cancel, amend, withdraw, terminate or temporarily suspend this promotion for whatever reason, with no liability to any entrants or third parties if the failure to deliver our obligations is outside our reasonable control. However, if this happens, we will use all reasonable endeavours to avoid consumer disappointment.

f. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to winner notification or prize. The Promoter or its agencies will not be responsible for the non-inclusion of entries, including any such failure which is within the control of The Promoter or its agencies.

g. Entry into the Promotion is at the entrant's sole risk. To the extent permitted by law, the Promoter does not accept any responsibility for any damage, loss, liabilities, injury, costs, expenses or claims (whether in contract, tort or otherwise) suffered by entrants or any third parties arising out of or in connection with the Promotion and/or accepting the prize. The Promoter further disclaims liability for any injury or damage to entrants or any other person relating to or resulting from participation with this Promotion save that nothing in these terms and conditions shall act to limit or exclude the Promoter's liability resulting from its negligence or fraud.

h. The promoter's decision is final and binding. No correspondence will be entered into.

i. The application and interpretation of these terms and conditions shall be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute concerning them.