

## The Great Imperial Giveaway Terms and Conditions

1. These terms and conditions apply to the Great Imperial Giveaway competition ("**Competition**") which runs from 09:00 on 5 July 2021 to 23:59 on 1 October 2021 ("**Closing Date**") inclusive.
2. This Competition is run by Imperial Tobacco Ltd ("**Imperial**") whose registered address is 121 Winterstoke Road, Bristol, BS3 2LL . Employees and other staff working for Imperial and their agents, families and anyone else professionally connected with the Competition are excluded from entering.
3. Imperial reserves the right to change these terms and conditions at any time.

### Entry restrictions

4. This Competition is open to tobacco traders only who are UK residents and over the age of 18 ("**Participant**"). Imperial reserves the right to verify the eligibility of Participants.
5. By participating in the Competition, Participants accept and agree to comply with these terms and conditions and the decisions of Imperial in relation to it.
6. Imperial reserves the right to remove, reject or disqualify any Participant from the Competition for any reason at any time at its complete discretion. The use of any automated entry software, bots or any other electronic means that permits any person to enter repeatedly or duplicate registration is prohibited and will be disqualified.

### Registration

7. Each Participant must register for an account in order to take part in the Competition.
8. Failure to provide full registration details or incorrect details will prevent you from taking part in the Competition and any prizes that a Participant is entitled to can only be awarded where a valid store unique number has been provided.
9. Once registered, a Participant will be required to login each time they visit the Competition website in order to take part.

### Competition mechanics

10. An eligible Participant can take part in the Competition in different ways, as set out below:
  - a. By visiting the Great Imperial Giveaway website and completing any of the following activities:
    - i. **Videos** - Watch a short brand video and answer one question at the end correctly;
    - ii. **Games** - Play a short brand game and answer all questions correctly;  
(each an "**Online Activity**")
  - b. **Outer barcodes** - By collecting 5 outer barcodes of Embassy Signature or JPS Easy Rolling Tobacco and either scanning these through the Ignite app (for Ignite Trade Partner members) or exchanging these with an Imperial representative (non-Ignite Trade Partners members).
11. When a Participant successfully completes an Online Activity or exchanges 5 outer barcodes with an Imperial representative, the Participant will receive a Unique Code.
12. Unique Codes will be provided to the Participants via the following methods:

- a. automatically via the website where they have successfully completed an Online Activity (Unique Codes will appear instantly on the Competition website);
  - b. via email where 5 outer barcodes are correctly scanned through the Ignite app, which is for Ignite Trade Partner members only (Unique Codes generated through the Ignite app can take up to 7 days to be emailed to a Participant); or
  - c. from an Imperial representative when the Participant exchanges 5 outer barcodes with them in person (Unique Code will be generated instantly by the Imperial representative).
13. Only one Unique Code will be generated per Online Activity. However, there is no limit on how many Unique Codes the Participant can obtain for collecting outer barcodes.
14. Further opportunities to obtain Unique Codes may be made available to the Participants if they take part in additional offline activities with their Imperial representative in-store. Such opportunities will be communicated to Participants at the time and successful completion of such offline activities will result in additional Unique Codes being provided to the Participant.

### **Redemption of Unique Codes**

15. Where a Unique Code is obtained through the Competition website or the Ignite app, the Participant can use the “Code Checker” on the website to see if the Participant has won a Prize.
16. Using the “Code Checker” will reveal whether or not the Unique Code is a winning code. If the Unique Code is a winning code, the Participant will be notified of the Prize they are entitled to.
17. Where the Participant obtains a Unique Code from an Imperial representative for trading in 5 outer barcodes (as a non-Ignite Trade Partner member) or obtains a Unique Code for taking part in offline activities with the Imperial representative, the Imperial representative will be able to use a Code Checker on behalf of the Participant to see if the Unique Code is a winning code and to see what (if any) Prize the Participant is entitled to.
18. A Unique Code can only be redeemed once and after being entered into the “Code Checker”, the Unique Code cannot be used again.

### **Prizes**

19. Prizes will only be awarded to Participants who obtain a winning Unique Code. Not all Unique Codes will entitle the Participant to a Prize.
20. The Prizes available as part of the Competition are as follows:
  - a. A Grand Prize of £5,000 in Amazon Vouchers (x1 available);
  - b. A Daily Prize of £200 in Amazon Vouchers (one available per day that the Competition is live);
  - c. Apple iPhone 12 (x10 available);
  - d. Apple AirPods (x50 available);
  - e. Thermos Flasks (6,000 available); and
  - f. Bottle Openers (10,000 available).
21. Winning Participants will be notified of the Prize they are entitled to at the time they check their Unique Code (i.e. either on the Competition website or via an Imperial representative).
22. How and when a Prize will be delivered to a winning Participant will also be communicated to them at the time of checking the Unique Code. Generally, however, Imperial will endeavour to deliver the Prizes as follows:

- a. Amazon Vouchers – E-voucher codes will be sent to the Participant’s email address associated with their account within 60 days;
  - b. Apple iPhones and AirPods will be delivered by an Imperial representative on their next visit to the Participant’s store;
  - c. All other Prizes will be sent to the Participant’s store associated with their account within 60 days.
23. There is no limit to the number of Prizes that a Participant can win, provided that each Prize is awarded via a valid winning Unique Code that has not been redeemed already.
24. No cash alternative for any of the Prizes awarded are available. All Prizes are non-transferable and non-refundable. In the event of unforeseeable circumstances, Imperial reserves the right to offer alternative Prizes.
25. Some Prizes may be considered a taxable benefit in kind and may therefore be subject to tax. Any tax or other charges payable as a result of a Prize being given to the Participant will be the responsibility of the receiving Participant. Winning Participants should seek independent financial advice prior to accepting a Prize if this is a concern.

#### **Liability**

26. Imperial will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the Participants entering the Competition and receiving the Prizes, except for any liability, which cannot be excluded by law (in which case such liability is limited to the maximum extent allowable by law). Imperial will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this Competition if the deficiency is occasioned by any cause outside the reasonable control of Imperial including without limitation technical malfunctions or failures.

#### **Intellectual Property**

27. All copyrights, rights in designs, trademarks, trade, business or domain names, patents (in each case whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in inventions, know-how, trade secrets, rights in databases and all other intellectual property rights of a similar or corresponding character which may now or in the future subsist in any part of the world in any country ("**Intellectual Property**") in the Competition or Competition entries shall be owned exclusively by Imperial.

#### **Personal Data**

28. As with all of Imperial’s interactions with tobacco traders, we process personal data in accordance with our Privacy Policy which can be viewed at: [www.imperial-ignite.co.uk](http://www.imperial-ignite.co.uk)
29. For the avoidance of doubt, any personal data submitted through the Competition website or obtained as part of the Competition will only be used to keep a record of the Unique Codes obtained by the Participants and in order to ensure Participants receive any Prizes that they are entitled to.
30. Personal data supplied during the course of the Competition may be passed on to third party suppliers only insofar as required for fulfilment, delivery and arrangement of the Prizes. Participant personal data will not be used for any other purposes.

## **General**

31. Imperial reserves the right to withdraw, void, modify or suspend the Competition at any time prior to the Closing Date where it becomes necessary to do so.
32. Some winning Participants may be asked to participate in publicity related to the Competitions which may include publication of their name and photograph in any media. Imperial Tobacco will obtain the consent of each such Participant prior to such publication of any such publicity.
33. The Competition will be governed by English law and Participants to the Competition submit to the jurisdiction of the English courts.