

## **JOHN SMITH'S PUB NOMINATION PROMOTION TERMS & CONDITIONS 20.06.17**

*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, to their details being communicated to the Promoter's representatives so that the Promoter or its representatives can contact the participant in connection with the Promotion (as necessary). Please retain a copy for your information.*

1. Only open to residents in the UK, Channel Islands and Isle of Man aged 18 or over.
2. **No Purchase Necessary to enter.** This promotion is being run by 28 local newspapers, the Daily Mirror and 15 local radio stations. There is a different entry website for each of the 28 local newspapers and 15 radio stations. Check your local newspaper and/or radio station for their website details. The competition is looking for pubs which epitomise the 'Only Ordinary By Name' campaign. Your entry must include your details as requested, the name and postcode of the pub which you would like to nominate and your reason for nominating the pub – why do you think that this pub is 'Only Ordinary by Name'? Only one nomination per person.
3. Nominations must be made between 15:30 on Tuesday 20<sup>th</sup> June 2017 and 18:00 on Sunday 2<sup>nd</sup> July 2017.
4. The promoter will verify each of the outlets nominated and on Monday 10<sup>th</sup> July 2017 the 28 participating newspapers and 15 radio stations will each announce a short list of two local finalists. There will be 86 finalists in total. The criteria for selection of the finalists are that the pub must be a JOHN SMITH'S stockist, suit the John Smith's brand, how interesting/surprising is the reason for the nomination, the best fit to the 'Only Ordinary By Name' campaign and subject being available for filming at the pub on Thursday 3<sup>rd</sup> August.
5. There is a prize for one individual at each newspaper/radio station who has nominated an outlet. The winners will be the first individuals drawn at random from all qualifying nominations. The winners will receive a cheque for £200 and an 18 can (400ml) pack of JOHN SMITH'S Extra Smooth. There will be 43 prize winners in total. The winners will be contacted by the local newspaper / radio station on Monday 3<sup>rd</sup> July by email or phone. The prize will be delivered to the winner within 28 days. The winner may be required to show proof of ID and age upon receipt of the prize. The names and counties of individuals who have won a prize will be available on request from [consumercare@heineken.co.uk](mailto:consumercare@heineken.co.uk) from 21/08/17. By entering, the winner consents to such information being disclosed upon request.
6. Each of the local newspapers and radio stations will publicise their two finalists and members of the public can vote for their favourite. Voting on each local website for the finalists will open at 09:00 on Monday 10<sup>th</sup> July 2017 and will close at 18:00 on Sunday 23<sup>rd</sup> July 2017. Only one vote per person. The outlet in each local area which has received the most votes will be the winner and will receive £300 cash and an 11 gallon keg of John Smith's Extra Smooth. There will be 43 winning outlets in total. In the case of a tie, the local newspaper /radio station will have the casting decision on who the winner is. The winning outlets will be contacted by the local newspaper or radio station on Monday 24<sup>th</sup> July by email or phone. The names and counties of the outlets who have won a prize will be available on the local area website and Daily Mirror website from 21/08/17. By entering, the winner consents to such information being disclosed upon request.
7. There is a prize for one individual at each radio station who has voted for a pub. The winners will be drawn at random from all qualifying votes. These winners will receive a cheque for £100 & an 18 can

(440ml) pack of JOHN SMITH'S Extra Smooth. There will be 15 prize winners in total. The winner will be contacted by the local radio station on Monday 24<sup>th</sup> July by email or phone. The prize will be delivered to the winner within 28 days. The winner may be required to show proof of ID and age upon receipt of the prize. The name and counties of individuals who have won a prize will be available on request from [consumercare@heineken.co.uk](mailto:consumercare@heineken.co.uk) from 21/08/17. By entering, the winner consents to such information being disclosed upon request.

8. Each of the 43 winning outlets will then be further assessed by an independent judging panel week commencing 24<sup>th</sup> July 2017 based on fitting the 'Only Ordinary By Name' brand strapline and being available to film at the pub on Thursday 3<sup>rd</sup> August. The judging panel's decision is final. The judging panel will select one winning outlet. The winner could be from any area of the UK, Channel Islands or Isle of Man. The winning pub will receive a cheque for £4,500 to be spent on the pub and a £500 cheque for the landlord for personal use. The prizes may incur taxes.
9. If any winner cannot be contacted within 2 working days, the Promoter reserves the right to re-draw and select a new winner (and so on until a winner can be contacted who will take up the prize). No individual may win more than one prize.
10. The name of the overall winning pub will be announced in the local newspapers and/or local radio stations as well as being printed in the Daily Mirror from 14/08/17. The name and county of the overall winning pub will also be available on request from [consumercare@heineken.co.uk](mailto:consumercare@heineken.co.uk) from 21/08/17
11. Nominations and votes must be made personally. One nomination and one vote per person. Nominations and votes made through agents/third parties, bulk entries or automated entries are invalid. Outlet owners may nominate and vote for their own outlet. Standard network rates apply.
12. The promoter accepts no responsibility for lost, damaged, incomplete, illegible or delayed entries, such entries will be void. Proof of sending is not proof of receipt and promoter does not accept any responsibility for the non receipt or the late receipt of message due to network failure or for any associated costs to entrants. No entries submitted via any other means will be accepted. The promoter cannot guarantee uninterrupted or secure access to the web entry route. Any mechanical reproduction or automated entries is prohibited, and any use of such automated devices will cause disqualification.
13. There is no alternative to these prizes in whole or in part. Prizes are not transferable.
14. No employees of any company in the Heineken group and any person whom, in the Promoter's reasonable opinion, has been involved in this promotion, may win an individual cash prize but managed and/or leased and tenanted outlets may win an outlet prize.
15. Winners who are over 25 years of age and look over 25 years of age may be required to participate in all required publicity, including any presentation ceremony and/or congratulatory video filmed at the winning outlet.
16. The decision of the promoter in all matters is final and binding and no correspondence will be entered into.
17. The Promoter reserves the right to verify all entries and the winners and to refuse to award a prize or withdraw a prize entitlement and/or refuse further participation and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of entry requirements or otherwise where a participant has gained unfair

advantage in participating in the promotion or won using fraudulent means. The Promoter will be the final arbiter in any decisions and these will be binding and no correspondence will be entered into.

18. The promoter is not responsible for any third party acts or omissions.
19. The promoter reserves the right to cancel or amend this promotion due to events or circumstances arising beyond its control.
20. All taxes (including without limitation national & local taxes) in connection with any prize & the reporting consequence thereof, are the sole responsibility of the prize winner.
21. These rules and any dispute or difference arising out of or in connection with them shall be governed by and construed in accordance with English law. The Promoter and each entrant irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with these rules or the legal relationships established by this agreement.

**Promoter: Heineken UK Limited, 3-4 Broadway Park, South Gyle Broadway, EDINBURGH, EH12 9JZ**