

**Terms and Conditions for the Danone Waters SOMA bottle competition with CheckoutSmart  
Promotion ("the Promotion")**

1. By entering this Promotion, entrants will be deemed to have accepted and be bound by these terms and conditions. Promotional materials relating to the Promotion, including all information on how to enter the Promotion, also form part of these terms and conditions. In the event of any conflict between any terms referred to in such Promotion materials and these terms and conditions, these terms and conditions take precedence.
2. The Promotion is open to UK excluding Northern Ireland and Ireland residents, aged 18 and over, with the exception of employees and agents of Danone Limited/CheckoutSmart or any of their subsidiary or affiliated companies, members of the immediate families or households of such employees, and anyone otherwise connected with the operation or fulfilment of the Promotion.
3. The promoter reserves the right to require entrants to prove they are eligible to enter the Promotion. If a winner is found to be ineligible, the promoter reserves the right to award their prize to another participant and to require the return of any prize already awarded.

**Entry**

4. The Promotion shall start and end on the following dates and times:
  - 12am UK time on 11<sup>th</sup> September 2020 and all entries must be received by no later than 23.59 UK time on the closing date of 1<sup>st</sup> October 2020 for purchases from any Coop and Nisa store in the UK (excluding Northern Ireland and Ireland)
5. To enter the Promotion, entrants must buy any qualifying evian product (online or in store) and upload a photo of their receipt (complying with the Promoter's General Terms & Conditions: The image of the full receipt must be entirely visible, including retailer name, store name, date and time of purchase, payment details (last 4 digits/cash), item/brand/category description for all items purchased and receipt code) to the CheckoutSmart app. CheckoutSmart will then enter the consumer into the competition
6. Entry to the Promotion is free, no further purchase is necessary. Internet Access plus a CheckoutSmart account is required to enter (which is free). Entrants will need to accept CheckoutSmart Account and Checkout Smart General Terms & Conditions
7. The use of script, macro or any automated system to enter the Promotion is prohibited and entries made (or which appear to have been made) using any such system may be treated as void. Any illegible, incomplete or fraudulent entries will be rejected.

8. Only one entry per person. Any entries in addition to this may be disqualified.
9. Entrants using multiple CheckoutSmart accounts will be disqualified

#### **The winners**

10. There will be 8 **winners**. 4 winners from entries received from Coop purchases and 4 winners from entries received from Nisa purchases.
11. The winners will be the first 8 names chosen at random from all complete, eligible, properly submitted entries (from the entry route) received before the end of the applicable closing date.
12. The winners will be notified no later than *18<sup>th</sup> November 2020* by email (using the details provided to CheckoutSmart on account sign up).
13. The winners may be required to submit valid identification before receiving their prize.
14. The prizes will be sent to the winners by post to a postal address within the UK notified by the winners in advance to the promoter or their agents.
15. If any e-mails to the winners are returned as undeliverable or a winner refuses or is unable to provide an eligible postal address for receipt of their prize by 7 days after the notification date, the promoter reserves the right to either conduct a further random draw or select an alternative winner to award their prize to another participant.
16. If a winner has not claimed their prize by the date specified in the notification of winning, the promoter reserves the right to conduct a further random draw or select an alternative winner.

#### **Prize**

17. The winners will win 1 of 8 evian SOMA refillable bottles
18. The winners are responsible for paying all associated costs that are not specifically stated in these terms and conditions.
19. The prize is as stated and is non-exchangeable and non-transferable and there is no cash or other alternative to the prize in whole or in part.
20. By participating in the Promotion, entrants agree that the prize is awarded on an "as is" basis, and that neither the promoter nor any of its subsidiary or affiliated companies, make any representations or warranties of any nature with respect to the prize.

#### **General**

21. By entering the Promotion, entrants agree to have their name and photograph featured in publicity materials relating to the Promotion without further reference, payment or other compensation.
22. Incomplete, illegible, misdirected, late or bulk entries will not be accepted. The promoter accepts no responsibility if entries are lost or not received or delayed including delay due to technical error. Proof of sending will not be taken as proof of receipt.
23. In the event that, for reasons beyond the promoter's reasonable control and not related to a winner, the promoter is unable to award a prize as described in these terms and conditions, the promoter reserves the right to award a prize of a similar nature and an equivalent value, or at its sole discretion, the cash value of the prize.
24. In the event of a printing or other error resulting in there being more winners than prizes for the Promotion, the promoter reserves the right at any time to allocate the available prize by selecting another winner, through a further draw or to divide the prize or the value of the prize between the winners of the Promotion.
25. Save where it has been negligent, the promoter will not be responsible for any damage, loss or injury resulting from entrants' entry into the Promotion or their acceptance and/or use of a prize, or for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit their ability to participate in the Promotion.
26. Nothing in these terms and conditions shall in any way limit the promoter's liability for death or personal injury caused by its negligence or for any other matter where liability may not as a matter of law be limited.

**PARAGRAPHS 27 AND 28 CONTAIN DATA PROTECTION WORDING – PLEASE READ CAREFULLY**

27. The promoter will collect and process participants' personal information and it will be shared with the promoter's agents and affiliates (including those outside the European Economic Area) to the extent necessary in order to conduct the Promotion including for the prizes to be delivered to the winners. If entrants do not provide any of the mandatory information requested when entering and taking part in the Promotion, they may not take part in the Promotion.
28. Entrants' names and other personal details from their entry to the Promotion will be collected and stored by the promoter and its affiliates (including those outside the European Economic Area) and held in accordance with the applicable privacy policy in place from time to time (see <https://www.checkoutsmart.com/privacy>).

29. The promoter reserves the right to modify, cancel, terminate or suspend the Promotion in whole or in part, at its sole discretion, if it believes the Promotion is not capable of being conducted as specified within these terms and conditions or in the event of a virus, a computer bug or unauthorized human intervention or any other cause that is beyond the reasonable control of the promoter that could corrupt or affect the administration, security, impartiality or normal course of the Promotion.
30. Neither the promoter nor any of its subsidiary or affiliated companies are responsible for any condition, circumstances, losses, failures or delays caused by events beyond its or their control such as (but not limited to) the acts or defaults of any supplier selected by the promoter to provide the prize or otherwise that may cause the Promotion to be disrupted or corrupted, or that may lead to loss or damage of a prize in transit to a winner.
31. Any entrant who enters or attempts to enter the Promotion in a manner, which in the promoter's reasonable determination is contrary to these terms and conditions or by its nature is unjust to other entrants (including without limitation tampering with the operation of the Promotion, cheating, hacking, deception or any other unfair playing practices such as intending to annoy, abuse, threaten or harass any other entrants or the promoter and/or any of its agents or representatives) may be rejected from the Promotion at the promoter's sole discretion. Furthermore, where such actions have significantly impaired the Promotion, the promoter may, at its sole discretion, add further stages to the Promotion as it deems reasonably necessary in order to resolve any problems arising as a result of such actions.
32. *SOMA* is not connected or otherwise associated with this Promotion and the provision of the prize does not imply endorsement by the promoter of *SOMA* or any other third parties concerned in any way with the Promotion. Any complaints or queries relating to the use of the prize should be directed to *SOMA*.
33. The promoter's decision is final and no correspondence will be entered into.
34. These terms and conditions are governed by English law. The courts of England and Wales shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Promotion or these terms and conditions.

**PROMOTER:** CheckoutSmart Ltd, 4<sup>th</sup> floor, 76 - 80 Great Eastern St, London, EC2A 3JL

**Please do not send entries to this address.**