

# **SHORT TERMS:**

UK 18+.

Opens 21/05/2022, closes 23:59 28/05/2022.

Internet access required.

To enter competition, purchase any size bottle of El Bandarra from your local stockist (Including MEATliquor, Hicce, Amazon, Master of Malt, Waitrose, <u>elbandarra.com</u>)

Post your **APERITIVO WEEK MOMENT** with the Bandarra bottle in a creative fashion, be it a video, reel, photograph or series of photographs to Instagram. Tag @elbandarra\_aperitivo and use the hashtag #aperitivoweek. Prize: 1 winner (and up to 2 friends) will be invited on a 2 night trip to Barcelona, where they will visit the Virgili Brother winery for Fiesta Major. The trip takes place 16.09.22 - 18.09.22. Dates are non negotiable. Prize is non transferable. Any entries submitted past the deadline will not be considered.

# **INTRODUCTION**

These are the rules for El Bandarra's **APERITIVO WEEK** promotion, for the chance to win a trip to Barcelona. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry and claim instructions are deemed to form part of the Terms and Conditions. By participating, all entrants will be deemed to have accepted and be bound by the Terms and Conditions. Please retain a copy for your information.

### **ELIGIBILITY**

This promotion is only open to UK residents aged 18 or over (at their date of entry), excluding employees and their immediate families of the Promoter (or, if not the Promoter, the prize provider), its subsidiaries, other group companies or agents, or anyone else professionally connected with this promotion. The Promoter may verify any details of any entrant or the winner. Entrants must be haver a valid UK passport and proof of vaccination certificate to enter Spain. Internet access is required.

### **LIMIT ON ENTRIES**

Entries (bulk or otherwise) made from consumer groups or third parties will not be accepted. If it becomes apparent that an entrant is using a computer(s) to circumvent this or any other condition by, for example, automated means, that person's entries will be disqualified.

### **PROMOTIONAL PERIOD**

The **APERITIVO WEEK** Competition entry period will run from 00:00 21/05/2022 to 23:59 28/05/2022 (GMT UK TIME) Any entries received before the start date or after the closing date (for whatever reason) will be invalid.

### **HOW TO ENTER**

Entrants must purchase El Bandarra bottle (includes all formats 5cl, 50cl and 100cl). Entrants must post on Instagram including their El Bandarra bottle. Entrants must include social handles @elbandarra\_aperitivo and #AperitivoWeek with their story. One competition entry per person and you must enter on your own behalf.

### **PRIZE**

1 x winner will receive a trip to Barcelona as detailed below (the "Event"). Each prize is valid for 3 people (1 winner and up to 2 guests) and unless otherwise stated, includes economy flights from UK to Barcelona, 2 nights accomodation in Barcelona on September 16.09.22 and 17.09.22. Winners and their guests must hold a valid passport and be double vaccinated against Covid 19 to enter Spain. They must be available to travel on 16.09.22 and return on 18.09.22. Dates are non negotiable. This prize exclude UK transfers to and from airport, UK internal flights, other meals, room service, drinks, spending money and all other costs, expenses or ancillary costs associated with the promotion are not included unless otherwise expressly stated.

The 'Event'includes:

- a. Return fllights from UK airport to Barcelona Airport
- b. Transfer from Barcelona airport to hotel in Barcelona
- c. Accommodation for 3 occupants for x 2 nights
- d. A planned schedule of activity. This will be provided in detail on confirmation of prize, with any concerns of participation communicated at this time. The prizes are the items stated only. No cash or other alternative in part or full will be offered in lieu of the specified prizes. Prizes are non-transferable and non-refundable.

Travel insurance is subject to restrictions and the Terms and Conditions of the insurance provider. It is the responsibility of the winners to meet any additional costs relating to obtaining insurance cover for any pre-existing medical condition. The prize package must be taken as a whole, flights and hotels cannot be redeemed separately. The winner must travel together on the same flight to the prize destination and stay in the same hotel as their guests. All winners must each have a valid passport and have all necessary and relevant vaccinations and visas (if applicable) to travel to the chosen prize destination. Each person's passport must have an expiry date no less than 6 months following the dates of travel, unless otherwise specified by a pertinent regulation. All passport and visa requirements are the sole responsibility of the relevant winner. The winners are responsible for all expenses not expressly stated in these Terms and Conditions as being included as part of the prize. All other costs and expenses incurred from the holiday including, but not limited to Covid-19 PCR testing, additional travel, transfers, excursions, visas (if applicable), vaccines (if applicable), accommodation, meals and drinks as required, spending money, tips and other gratuities are the winners own.

### **GENERAL RULES ON PRIZES**

The Promoter may substitute the prize (or an individual aspect of a prize) for an alternative of equal or greater value where it deems it strictly necessary due to events outside its reasonable control. Winners may not transfer the right to accept their prize to another person. The Promoter will not offer cash alternatives to the prize. The prize is not negotiable. If fulfilment or any element of this promotion is delayed or affected due to the continuing Covid-19 pandemic and resulting Government restrictions, all entrants affected will be contacted by the Promoter and kept updated of any unavoidable changes to the

promotion or prize.

# **WINNER SELECTION**

The Promoter's selection of the winner is final. Selection will be judged on the criteria set out in 'how to enter; clause as per the timings stated

### WINNER NOTIFICATION

Main Prize winners will be contacted on 01.06.22. 3 attempts will be made to contact main prize winners via phone and/or email using the details submitted at the point of entry. In the event that there is no response from the winner received within 14 days from the Promoters last attempt to make contact the Promoter reserves the right to issue the prize to an alternative winner. If the Winner is unable to take up the prize for whatever reason, and that prize will be forfeited.

For the Barcelona Trip, winners will be notified and will have 30 days to verify details of all 3 attendees (name, email address, postal address, passport details and age) via email in order to claim the prize. The prize must be claimed within these 30 days,

# **PUBLICITY/NAME RELEASES**

The winners may be requested to take part in publicity in connection with this promotion and agrees to allow the Promoter to publish their name and county. Winner may be requested to participate in photo, recordings, video and/or filming sessions and to all allow the Promoter, without charge, to use these photos, recordings, videos and/or films in any media and in any manner it sees fit.

### **VERIFICATION**

The Promoter may: refuse to award a prize; withdraw prize entitlement; refuse further participation in the promotion; and/or disqualify the participant, where there are reasonable grounds to believe the entrant has broken these Terms and Conditions, won using fraudulent means or otherwise gained unfair advantage.

# **COPYRIGHT**

If the promotion involves the submission of audio, video, text, images or other content, you must ensure your submission: (i) is not copied from a third party; (ii) does not otherwise infringe a third party's intellectual property rights; (iii) does not feature any person (living or dead) without their permission; and (iv) does not contain any defamatory, obscene, offensive, hateful, illegal or otherwise unsuitable materials. You will retain any copyright which exists in your submission but, by entering, entrants licence and grant the Promoter an exclusive, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use your content for any purpose in any media, without compensation, restriction on use, attribution or liability. Participants agree not to assert any moral rights in relation to such use.

### **TAX LIABILITY**

Any tax liability arising from receipt of the prize will be the responsibility of the recipient.

### LIABILITY

If for any reason any aspect of this promotion is not capable of running as planned (including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion), the Promoter may in its sole discretion modify or suspend the promotion or invalidate any affected entries. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents

the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligation. In these circumstances, the Promoter may immediately terminate the promotion without any liability. Except for any liability which cannot be excluded by law (in which case that liability shall be limited to the minimum allowable by law), the Promoter and its associated agencies and companies will not be liable for any loss (including indirect, special or consequential loss or loss of profits), expense or damage which is suffered (whether or not arising from any person's negligence) in connection with this promotion or accepting the prize.

### **BRAND PROTECTION**

The winner (and their guests) must not do anything which could, in the reasonable opinion of the Promoter, bring the Promoter or its brand into disrepute before, during or after this promotion. The Promoter encourages responsible drinking and encourages entrants to read http://www.drinkaware.co.uk/for more information.

### **GENERAL**

If any of these clauses are determined to be illegal, invalid or otherwise unenforceable, then it shall be deleted from these terms and conditions. The remaining clauses shall survive and remain in full force and effect. These terms and conditions are governed by English law. The Courts of England and Wales will have exclusive jurisdiction unless you live in another part of the UK, in which case your local courts will have jurisdiction.

### **DATA PROTECTION**

The Promoter will use the personal details supplied by entrants for the administration of the promotion, which may involve transferring that information to third parties involved in the administration of the promotion (e.g. the Promoter's marketing agency) and, in the case of winners, the fulfilment of the prize. The personal details entrants submit must be true and up-to date. The Promoter cannot be held responsible for entrants or winners failing to supply accurate information which affects their participation, prize acceptance or delivery of their prize. The handling of this personal data will be in accordance with the Promoter's Privacy Policy. By participating in the Promotion, you agree to this use of your personal data. You can request access to your personal data. If you are required to submit a third party's personal data to enter the promotion, you must ensure that the person whose details you submit has given their consent for you to provide the Promoter with their personal data. By participating in the promotion, you agree to the use of your personal data as described here.