

## TERMS & CONDITIONS

Terms & Conditions applicable to participants in the "**Bavaria takes you to Russell Crowe concert**".

Bavaria takes you to Russel Crowe concert (the "**Campaign**") is a campaign being organised by The General Soft Drinks Company Ltd (C 1591) (the "**Organiser**"). Participation in the Campaign is subject to acceptance of these terms and conditions (the "**Terms and Conditions**").

### Duration

1. The Campaign shall commence on 1st June 2023 and shall end on 13<sup>th</sup> June 2023, both dates included (the "**Promotion Period**"). The Organiser reserves the right to shorten, extend, and/or suspend the Promotion Period or otherwise modify or cancel the Promotion Period in its discretion and at any time.

### Eligibility and Participation

2. To participate in the Campaign and be eligible to win, participants must be eighteen (18) years of age and older, with a valid Maltese identity card (the "**Participants**" and "**Participant**" shall be construed accordingly), provided that employees of the Organiser, their family members, and persons in any way connected with the Campaign, shall not be eligible to participate in the Campaign.
3. In order to participate in the Campaign, participants must:
  - (a) visit Dave's outlets, (the "**Outlets**") and purchase one of the following products: (i) Bavaria Premium 33cl 6-pack; or (ii) Bavaria Shandy 33cl 6-pack (the "**Products**"); and
  - (b) write their name, surname, year of birth and contact details (mobile number and e-mail address) on the back of the receipt and deposit the receipt in the lottery box found in the Supermarkets.
4. The Organiser may add or remove products at any time during the Campaign.

### The Prizes

5. There shall be a total of seventy (70) winners.
6. 1<sup>st</sup> prize: 30 winners will be awarded two (2) 'silver' tickets to watch the Russel Crowe concert on 17 June, 2023 in Valletta (the "**Prize**").
7. 2<sup>nd</sup> prize: 20 winners will be awarded one (1) physical case of Bavaria Premium 25cl (24 Bavaria 25cl bottles)
8. 3<sup>rd</sup> prize: 20 winners will be awarded one (1) Bavaria cooler bag filled with 6 Bavaria Premium 50cl cans
9. The Organiser reserves the right to modify the Prize at any time during the Campaign.

### Winners

10. The winners will be drawn on the 14<sup>th</sup> June 2023, or at such later date which the Organiser may decide, as follows:
  - (a) 70 winners will be drawn from Dave's Zebbug;

(the “Draw”).

11. The Drawn will be done in following order:
  1. 30 winners of tickets to watch the Russel Crowe concert
  2. 20 winners of one (1) physical case of Bavaria Premium 25cl (24 Bavaria 25cl bottles)
  3. 20 winners of one (1) Bavaria cooler bag filled with 6 Bavaria Premium 50cl cans
12. Each receipt will be placed in an urn and receipts will be drawn at random from the urn, in the presence of an inspector of, or any other person authorised and, or designated by the Malta Gaming Authority.
13. Every receipt will have a chance of winning one (1) Prize. A winning receipt will not be inserted again in the urn.
14. Any Participant cannot win more than one (1) Prize.

#### **Redemption of Prizes**

15. Immediately following the Draw, the Organiser will notify the winners within 1 day from the Draw by phone, and via email. The Prizes must be claimed by the winners by responding to the Organiser’s phone call, or by replying to the Organiser’s email within 2 days from the date of said email and confirming his/her acceptance of the Prize.
16. Following confirmation of the winner’s acceptance of the Prize in accordance with clause 11, the winner will receive the 1<sup>st</sup> Prize via email and 2<sup>nd</sup> and 3<sup>rd</sup> at the premises of the Organiser. In the event that an invalid email address is written on the receipt submitted by the winner, the winner will be required to collect the Prize within one (1) month from the Draw by visiting the premises of the Organiser and presenting a copy of his/her identification card. The identity card will be only viewed for verification purpose and no copies of any identification documents will be retained.
17. Prizes may not be exchanged for any other gift or cash. All Prize redemptions are final. Refunds, exchanges, and other issues are governed by the terms and conditions applicable to the purchase and sale of the particular Prize and are not the responsibility of the Organiser.

#### **Modifications and Termination of the Campaign**

18. The Organiser reserves the right to shorten, extend, and/or suspend the Promotion Period or otherwise modify the Promotion Period, and, or the Draw at its discretion and at any time.
19. The Organiser reserves the right to modify any of the terms and conditions set forth in these Terms and Conditions at its sole discretion, at any time with or without notice and liability to Participants including, but not limited to, modifications relating to the Products; the methods by which Participants can win the Prizes; and the Prizes available.

20. The Organiser reserves the right to terminate or temporarily suspend the Campaign at any time, for any reason, with or without notice, even though the termination may affect a Participant's ability to participate in the Campaign.
21. A Participant's participation in the Campaign constitutes the Participant's acceptance of these Terms and Conditions as may be amended from time to time. Participants are responsible for keeping up to date with any changes that the Organiser may have made to these Terms and Conditions.

### **General Terms and Conditions**

22. The Organiser reserves the right to discontinue the participation privileges of any Participant who engages in any improper activity or if the Participant breaches any of these Terms and Conditions or applicable law. Termination of participation privileges may result in the loss of the Prize. In addition to termination of participation privileges, the Organiser shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
23. The Organiser is not responsible for any incorrect or inaccurate information supplied by the Participants while participating in the Campaign.
24. The Organiser and its respective related companies, parents, subsidiaries, affiliates, and respective agents and their agencies, suppliers and other companies involved in the development or execution of the Campaign or the production or distribution of Campaign materials ("**Releases**") shall not be held responsible or liable in the event of a printing error or irregular packaging.
25. Subject to clause 21, and to the fullest extent permitted by law, the Organiser, its officers, directors, shareholders, representatives employees, promotion agencies, agents, successors, assignee, and, or service providers, shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the Campaign or in connection with the Prizes offered through the Campaign.
26. Prizes may be provided by the Organizers third party partners or Merchants. The Organiser makes no representation or warranties of any kind regarding the nature or quality of any Prizes which are provided during the Campaign. The Organiser shall not be held responsible and to the fullest extent permitted by applicable law accepts no liability for any Prizes that are defective in any way or do not meet the Participant's expectations or requirements.
27. As a condition of participating in this Campaign, Participants agree that any and all claims shall be limited to actual, direct out-of-the-pocket costs incurred, including costs associated with participating in this Campaign, but in no event attorneys' fees and/or any other indirect costs.
28. All questions or disputes including, but not limited to, questions or disputes regarding eligibility to participate in the Campaign, or a Participant's compliance with these Terms and Conditions will be resolved by the Organiser in its sole discretion.

29. All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of the Participant and the Organiser in connection with the Campaign, shall be governed by, and construed in accordance with, the laws of Malta and the Courts of Malta shall have exclusive jurisdiction, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Malta.
30. These Terms and Conditions constitute the entire agreement between the Participants and the Organiser pertaining to the subject matter herein and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.
31. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.