

TERMS & CONDITIONS

Last updated: 28 June 2023

MGA Permit: MGA/CCG/034/2023 & MGA/CCG/036/2023

General Terms and Conditions

Terms & Conditions applicable to Participants in the "**Coke & Music Campaign**"

These Terms and Conditions (the "**Terms and Conditions**") are subject to the terms and conditions applicable to the registration of an account on the cloudigo application (the "**Application**") which are available at <https://www.cloudigo.app/info/terms-and-conditions> and the privacy notice available at <https://www.cloudigo.app/info/privacy-policy>. In case of inconsistencies between these Terms and Conditions and the terms and conditions applicable to the registration of an account on the Application or the privacy notice, these Terms and Conditions shall prevail.

The Coke & Music Campaign

The Coke & Music Campaign (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.

Duration of Campaign

1. The Campaign shall commence on 1st June 2023 and shall end on 31st August 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 at 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. When a Participant enters the Campaign, no personal data is shared with the Organiser.
4. In order to participate in the Campaign, participants must purchase the following Coca-Cola®, Sprite® or Fanta® branded PET products, bottled and supplied locally by the Organiser:
 - Coca-Cola Original (0.5L PET bottles);
 - Coca-Cola Zero (0.5L PET bottles);
 - Sprite (0.5L PET bottles);
 - Sprite Zero (0.5L PET bottles); and
 - Fanta Orange (0.5L PET bottles);

(the "**Exclusive Products**").

5. The Organiser may include or remove Coca-Cola®, Sprite® and Fanta® branded products, at its sole discretion at any time during the Campaign.
6. Participants who find an eight (8) digit alpha-numerical code located on the underside of the bottle cap of an Exclusive Product ("**Code**") will need to:
 - a) download the Application from the Google Play store and/or the Apple App store and register an account (the "**Account**"), free of charge; and
 - b) visit the Coca-Cola section of the Application and input the Code. After inputting the Code, Participants must accept these Terms and Conditions by ticking "I ACCEPT TERMS & CONDITIONS", verify that they are 18 years of age or older by ticking "I AM 18 YEARS OR OVER" and click on the "SUBMIT" button. Failure to click "I ACCEPT TERMS & CONDITIONS" for being bound by these Terms and Conditions prevents the Participant from participating in the Campaign.
7. Once the Application is downloaded and an Account is registered, Participants may visit the Coca Cola section at any time and input Codes.
8. The Code/s inputted will generate an Instant Prize (as defined in clause 16 of these Terms and Conditions) or instructions on how to participate once again. Participants will also be given one (1) chance, per Code, to win the Grand Prize during the Draw (as defined in clauses 30 and 31, respectively, of these Terms and Conditions). The Instant Prizes, and the Grand Prize shall hereinafter be referred to as the "**Prizes**".
9. Participation through the Application is free of charge.
10. All Codes are verified by the system and only legitimate Codes will be validated automatically.
11. The Organiser reserves the right to change, add or remove the methods by which Participants may acquire and enter Codes.
12. Once a Participant inputs the Code, the Application will instantly validate the Code and verify through automated means whether the Code is a winning code, and the outcome will be displayed immediately on the Application. Codes are void if: (a) they are not obtained in accordance with these Terms and Conditions and/or through legitimate channels; and, or (b) any part of the Code or the packaging on which it is printed is counterfeit, altered, defective, tampered with or irregular in any way.
13. If a Participant believes that Code was not properly validated by the system provider, the Participant must notify the Organiser within fifteen (15) days from the date of entry of the respective Code on the Application, but in no case not later than the Promotion Period. Should this case arise, the Organiser will request the bottle caps to be presented for proof.
14. The Code can only be inputted on the Application and cannot be inputted in the mycoke.com.mt or the cludigo website.

15. All Codes must be inputted within the Promotion Period. Each Code may only be inputted once. A Participant may not input more than ten (10) Codes during any day (00:01-00:00).

Instant Prizes and Redemption of Instant Prizes

16. The instant prizes which are available to be won during the Promotion Period include, but are not limited to, the following:
- Canon Zoemini Printer Black
 - Apple Airpods 2nd generation
 - Apple Watch SE 2 GPS 44mm Starlight Aluminium Case with Starlight Sport Band – Regular
 - Bose Home Speaker 500 Black
 - Nintendo Switch V1.1
 - Eurosport vouchers - €10
 - Eden Cinemas – 1 Film, XL Drink & Bucket of Popcorn
 - Cynergi - €20 voucher
 - Cloudgio Premium Subscriptions
 - Isle of MTV Concert Tickets
 - SummerDaze Festival Tickets
 - Wolt Gift code - €5

(the “**Instant Prizes**”).

17. The Instant Prizes and their respective terms and conditions of the applicable merchant or trader are listed on the Application.
18. Participants may redeem their Instant Prizes at any time during and/or after the Promotion Period subject to the terms and conditions for each Instant Prize, but no later than one month from the date when the Code was inputted in the Application.
19. The Instant Prizes will be on a first come, first served basis for as long as stocks last. The Organiser shall be under no obligation to re-stock any of the Instant Prizes.
20. Once a Participant wins an Instant Prize/s, the Instant Prize/s will be automatically added in digital format (“**Voucher/s**”) on the Participant’s profile of the Application.
21. When redeeming the Voucher/s, the Participant/s must present the Voucher/s to the redemption location (the “**Merchant**”). Failure to present the Voucher will result in the forfeit of the Instant Prize.
22. Each Voucher may be subject to a specific validation process. This includes scanning the QR code provided by the Merchant of the Instant Prize via the Application or having the Merchant insert a four-digit pin-code in the Application to validate the Voucher/s.
23. The Merchant may also need to scan the barcode or code displayed on the Participant’s application for verification purposes.

24. Should an Instant Prize be out of stock or otherwise unavailable at the time in which the Participant chooses to redeem it, the Participant will be notified. The Organiser shall not be liable should an Instant Prize be unavailable at the time of redemption and/or order.
25. The Organiser reserves the right to modify the available Instant Prizes at its discretion and at any time during the Campaign.
26. The Instant Prizes must be redeemed from the respective Merchants indicated on the Application according to the terms and conditions of the Application and of the Merchant.
27. There are no restrictions as to the number of Instant Prizes which may be collected in one visit.
28. Instant Prizes may not be exchanged for any other Instant Prize or for cash. All Instant Prize redemptions are final. Refunds, exchanges, and other matters in connection with the Instant Prizes are governed by the terms and conditions of the Merchant and are not the responsibility of the Organiser.
29. The Organiser shall not be responsible for defective Instant Prizes.

The Grand Prize

30. The “**Grand Prize**” consists of a trip for 2 people to the Coca-Cola Music Experience Festival in Madrid, Spain, including flights and accommodation.
31. The draw date for the Grand Prize shall be held on 1st August 2023 at 12:00pm, or at such later date which the Organiser may decide at its sole discretion (the “**Draw**”).
32. During the Draw, three (3) names will be drawn at random from the database. The draw of the names shall be done through the use of a random number generator approved by the Malta Gaming Authority.
33. Immediately following the Draw, the Organiser will notify the first person from the list of names drawn by phone and, if he/she cannot be reached, the Organiser will notify him/her via email. The Grand Prize must be claimed by the winner by responding to the Organiser’s phone call, or by replying to the Organiser’s email within 24 hours from the date of said email.
34. If the winner cannot be contacted or does not claim the Grand Prize in accordance with clause 33, the Organiser will withdraw the Grand Prize from the winner, and will inform the next person from the list of names drawn in accordance with the procedure laid down under clause 33.
35. The winner will be required to collect the prize within one (1) month from the Draw. In order to confirm the Grand Prize entitlement, the winner will be required to provide personal information to a Coca-Cola Agency who will be responsible to book the flights and accommodation for the winner to attend the Coca-Cola Music Event in Spain.

Modifications and Termination of the Campaign

36. The Organiser reserves the right to shorten, extend, and/or suspend the Promotion Period or otherwise modify the Promotion Period and, or the Draw Date at its discretion and at any time.
37. The Organiser reserves the right to modify any of the terms and conditions set forth in these Terms and Conditions at its sole direction, at any time with or without notice and liability to Participants, including but not limited to modifications relating to the Exclusive Products which contain the Codes; the methods by which Participants can acquire Codes and redeem Prizes; and the Prizes available.
38. 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.
39. A Participant's participation in the Campaign constitutes the Participant's acceptance to 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. The most current version of the Terms and Conditions will be made available on the Application and www.win.mycoke.com.mt and will supersede all previous versions of these Terms and Conditions.

General Terms and Conditions

40. The Organiser reserves the right to disqualify any Participant who engages in any improper activity or uses the Application or the Campaign in a manner inconsistent with these Terms and Conditions, or otherwise if the Participant breaches any of these Terms and Conditions or applicable law. Disqualification on these grounds may result in the loss of any accumulated Vouchers and, or any of the Prizes. In addition, 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.
41. Prizes may not be transferred or assigned, and are not transferable upon death, as part of domestic relations matter or otherwise by operation of law.
42. The Participants are solely responsible for the correct input of their details when participating in the Campaign and the Organiser shall not be responsible for any incorrect or inaccurate information supplied by the Participants while participating in the Campaign.
43. All questions or disputes including, but not limited to, questions or disputes regarding eligibility to participate in the Campaign, the Prizes, or a Participant's compliance with these Terms and Conditions will be resolved by the Organiser in its sole discretion.
44. The Organiser is not responsible for incorrect or inaccurate transcription of information related to any of the equipment or programming associated with the Campaign or utilized by the Participant, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access the Application or online service or for any other technical or nontechnical error or malfunction.

45. 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.
46. Subject to clause 48, 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 or for any products or services offered by the Merchants in connection with the Prizes.
47. 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.
48. 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.
49. 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 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.
50. 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.
51. 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.
52. The processing of personal data by the Organiser in relation to, or for the purpose of, the Campaign is governed by the Coke & Music Campaign Privacy Notice (the “**Privacy Notice**”) which can be found here [<https://gsd.com.mt/cokemusic2023/>]. By participating in the Campaign, you acknowledge that you have been provided with a copy of the Privacy Notice, and understand and accept the contents thereof.