

GENERAL TERMS AND CONDITIONS FOR £250 LOVE2SHOP VOUCHERS PRIZE DRAW

Monthly Prize:	£250 of Love2Shop Vouchers (one Monthly Prize will be available in each calendar month throughout the duration of this promotion)
Closing Date/Time:	23:59 on 31 October 2021
No. of Entries:	No more than one entry per person per calendar month
Any entry Criteria:	Entries must be submitted no later than 7 days after your visit

The Promoter

1. The Promoter is Marston's PLC (company number 00031461) (trading as "**Marston's Pubs & Bars**") with its registered office at Marston's House, Brewery Road, Wolverhampton WV1 4JT (the "**Promoter**").
2. This promotion is run in conjunction with Service Management Group LLC, 38-40 The Maltings, St Albans, Herts, AL1 3HL ("**SMG**").

Entry Requirements

3. This promotion is open to residents of the United Kingdom aged 18 or over, except for employees/directors of the Promoter, such employees/directors' immediate families/households or anyone else professionally involved with this promotion.
4. This is an online promotion and internet access is required to participate. To enter, prospective entrants must go to www.helpraisethebar.co.uk (the "**Website**") and register their details.
5. To enter: Simply visit the Website to complete a satisfaction survey and tell us what you thought about your recent visit to one of our pubs. The final date for entry for any month is the last day of that calendar month (any additional entries will be invalid).
6. Entrants must not use a false name or email or provide any false information when registering for use of the Website / the promotion.
7. The Promoter may refuse, remove, or suspend registration at any time.
8. Entrants may only enter the promotion via the Website and entries by email, post or facsimile will not be accepted.
9. Any entries which have been submitted using scripts, automated systems, collaborative practices or via a third party for commercial gain will be deemed invalid.
10. Entrants may only enter the promotion, for personal non-commercial use only.

The Monthly Prize

11. Please refer to the promotional page on the Website for full details of the prizes on offer.
12. Prizes are non-transferable, non-refundable and no cash equivalent is available.
13. Love2Shop vouchers contain an expiry date, and must be used before the date shown on each voucher.
14. Love2Shop voucher terms and conditions apply.
15. Whilst the Promoter will make every effort to honour the advertised prize(s), the Promoter reserves the right in its sole discretion to substitute any prize with an alternative of a similar value if circumstances dictate this.

Prize Draw Winners

16. After the closing date, or on the date specified, prizes draw winner(s) will be selected at random from all complete, eligible and properly submitted entries received.
17. The winner(s) will be notified by email, or, where the entry is via social media, through that platform, with details on how to claim the prize.
18. The winner(s) will receive their prize on the date specified or within 28 days of notification of being successful.

Data Protection and Privacy

19. Your privacy is important to us. We will only process the personal data you provide in connection with this promotion to administer your entry and/or as otherwise required by law. Full details are set out in our privacy policy which is available on the Website or by clicking <http://www.marstons.co.uk/contact/privacy-policy>.
20. In accordance with the current guidelines that govern promotions in the UK, if you are a Monthly Prize winner, we may publish, or make available on request, information that confirms an award took place – that is your surname, county and, if applicable, the entry itself. You have the right to object, or to ask for less information to be made available. If you wish to object, or if you have any questions or comments regarding data and privacy, please contact our data team by emailing DataSecurityInformation@marstons.co.uk
21. If you are a Monthly Prize winner, we may wish to use your personal data to announce the winner and for reasonable promotional purposes connected to the promotion. Again, if you wish to object, please contact the data team.

Limits on the Promoter's responsibilities and Indemnities

22. Winners agree to be fully responsible for any personal or incidental expenses and/or tax liabilities incurred in claiming and using the prizes. The Promoter will not be responsible for any loss or injury resulting from entry into the promotion or a winner's acceptance of the prize.
23. Winners will be notified using the contact details they submitted on the Website. The Promoter will take all reasonable steps to contact the winning entrants to arrange for the delivery of the prize, but if there is no response within 14 days, or the contact details are invalid, the Promoter reserves the right to (randomly) re-allocate the prize without liability to the first winner.
24. The Promoter will not be responsible for losses, failures or delays relating to circumstances beyond its reasonable control including (but not limited to) acts of God, war, strikes, disputes, third party website or platforms (including social media) not in its direct control or the acts or defaults of any supplier of the prizes.

25. The Promoter will not be responsible for any damage, loss or injury to an entrant that is not reasonably foreseeable. The Promoter's responsibility for any damage, loss or injury to an entrant under these terms and conditions or otherwise in connection with the promotion shall be limited to the value of the prize won by the entrant.
26. The Promoter will not be responsible for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit entrants' ability to participate in the promotion. The Promoter does not guarantee that the Website will be operational on any specific device or system or that it will be error free or available all the time.
27. The Promoter will be liable for any death or personal injury arising from its negligence. Nothing in these terms and conditions will exclude that liability or any other liability, which it is not lawful to exclude.
28. Each entrant will indemnify (and will keep indemnified) the Promoter and its affiliates against all costs, claims, losses, damages, expenses (including legal expenses) or other liability arising as a result of a breach of these terms and conditions, negligence or any other action which imposes an unreasonable burden on the Website including (but not limited to) the use of software robots.

General

29. By entering, entrants agree to these terms and conditions together with the other policies on the Website, including the terms of use.
30. All winning entrants agree to participate in any reasonable publicity arranged by the Promoter without recompense.
31. The decision of the Promoter is final and no correspondence will be entered into.
32. Subject to clause 20, the name and county of the Monthly Prize winners can be obtained for up to 6 months following the closing date by sending a self-addressed envelope to the Promoter's address set out above citing the name of the promotion.
33. The Promoter reserves the right to eliminate or disqualify any entries or entrants who the Promoter has reasonable grounds for believing are in breach of these conditions.
34. The Website may contain links to other websites, including those belonging to the Promoter's partners. These links are provided for convenience and are not under the control of the Promoter and as such we make no warranty, either expressed or implied, concerning the content of such sites including claims of infringement or that such sites are devoid of viruses or error free.
35. The Promoter reserves the right to cancel the prize draw or amend these terms and conditions without prior notice at any time, for whatever reason, and without liability to any entrants for doing so. Please check these terms and conditions regularly as any changes are effective immediately upon posting to the Website.
36. The rights and remedies of the Promoter under these terms and conditions are without prejudice to its rights under the law. These terms and conditions shall not create any rights or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.
37. These terms and conditions are made under English law. Any dispute or claim that an entrant or the Promoter brings in relation to or in connection with these terms and conditions or the promotion will be decided on the basis of English law by the English courts alone.
38. It is not the intention of this promotion in any way to encourage people to consume excessive amounts of alcohol. The Promoter encourages responsible drinking. For the facts, visit www.drinkaware.co.uk
39. If you have any questions or comments regarding this promotion, or these terms, please contact us at helpraisethebar@marstons.co.uk. Please clearly state the name of the promotion.