

Costa Accumulator Prize Draw (September 2019)

1. INTRODUCTION

- 1.1 By entering the Costa accumulator prize draw (the "**Promotion**"), all participants will be deemed to have accepted these terms and conditions in full. All entry instructions form part of these terms and conditions.
- 1.2 The Promotion is open to Costa Coffee Club members who are residents of the UK (excluding Northern Ireland) aged 18 or over at the date on which they enter the Promotion, except for employees of the promoter, its group companies, agents or anyone professionally connected with this Promotion and any member of their respective immediate families.
- 1.3 Entry to the Promotion opens at 00:01am on Wednesday 4 September 2019 and closes at 23:59pm on Monday 30 September 2019 (the "**Promotion Period**"). Entries received after the Promotion Period will not be eligible to win a prize.

2. HOW TO ENTER THE PROMOTION AND PRIZES

- 2.1 To enter the Promotion, open the Promotion email sent from us on Wednesday 4 September 2019 and make the required number of purchases during the Promotion Period to be entered into the prize draws. As you complete more purchases during the Promotion Period, you will qualify to be entered into the different prize draws. The number of purchases required depends on your previous transaction history and for you is as follows:
 - 2.1.1 **1 purchase:** Entry into the prize draw to win 1 of 5 'annual supplies of Costa coffee', being an award of 110,000 Costa Coffee Club points.
 - 2.1.2 **2 purchases:** All Costa Coffee Club members who make 2 purchases will receive 100 bonus Costa Coffee Club points.
 - 2.1.3 **3 purchases:** Entry into the prize draw to win 1 of 100 Odeon Limitless® cards
 - 2.1.4 **4 purchases:** All Costa Coffee Club members who make 4 purchases will receive 300 bonus Costa Coffee Club points
- 2.2 All bonus Costa Coffee points will be added to the relevant account within 48 hours of the qualifying purchase. For example, 100 bonus points will be added within 48 hours of your 2nd purchase.

3. WINNERS

- 3.1 The winners will be selected at random from all eligible entries on 7 October 2019 by computer.
- 3.2 Winners will be notified by email by 14 October 2019 and will be asked to confirm their details for delivery of the prize.

4. CONDITIONS

- 4.1 In the event that the promoter is unable to contact a winner within 3 working days of the relevant draw, the promoter reserves the right to award their prize to an alternative winner selected at random.
- 4.2 The prizes will be delivered within 15 working days from a valid acceptance of the prize.
- 4.3 Should the prize be unavailable, a prize of equal or greater value will be substituted. There is no cash alternative available. Prizes are non-transferable and cannot be resold. The promoter

reserves the right to substitute an alternative prize of equal or greater value. Unless otherwise agreed in writing by the promoter, the prize will only be awarded to the winner.

- 4.4 No entries from agents, third parties, syndicated entries or those made using methods such as a computer macro, script or the use of automated devices are permitted and no bulk entries.
- 4.5 All costs and expenses not included within the prizes are the responsibility of the winner(s).
- 4.6 The promoter reserves the right at any time, in its absolute discretion, to:
 - 4.6.1 verify the eligibility of any participant (including their age and place of residence);
 - 4.6.2 disqualify any participant found to be abusing or tampering with the operation of the Promotion or entering using fraudulent means, or who the promoter believes to have acted in breach of these terms and conditions; and
 - 4.6.3 disqualify participants who do not give correct contact details or those who make an entry on someone else's behalf.

5. LIABILITY

- 5.1 If the promoter fails to comply with these terms and conditions, the promoter is responsible for loss or damage you suffer that is a foreseeable result of the promoter's breach of these terms and conditions or its negligence, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the promoter's breach or if they were contemplated by you and the promoter at the time that you entered the Promotion.

6. GENERAL

- 6.1 Any decision of the promoter in respect of the Promotion is final. For questions regarding the Promotion, email costadigitalapp@whitbread.com.
- 6.2 The promoter reserves the right to extend, withdraw, alter or suspend the Promotion or these terms and conditions at any time if circumstances beyond its control make this unavoidable.
- 6.3 All personal data submitted in connection with the Promotion will be processed by the promoter for the purposes of administering and managing the Promotion and prizes (where applicable) and verifying the eligibility of each participant. The promoter is committed to protecting the privacy of all participants. Data that is collected from or about participants will be used in accordance with the promoter's Privacy Policy, a copy of which can be found at <https://www.costa.co.uk/privacy-policy>.
- 6.4 Any images are an illustrative example and do not show the exact prize(s).
- 6.5 The promoter uses third party providers to assist it in the administration of its prize draws, including operating its random draws and contacting winners.
- 6.6 The Promotion and these terms and conditions, and any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with English law and you can bring legal proceedings in respect of the Promotion and these terms and conditions in the English courts. If you live in Scotland you will also benefit from any mandatory provisions of Scottish law and can bring legal proceedings in respect of the Promotion and these terms and conditions in either the Scottish or the English courts.

7. CONTACT US

- 7.1 This email is sent from an automated mailing server. We cannot respond to replies sent to this email address. For more information on all things Costa, please contact us.
- 7.2 The promoter is Costa Limited, a company registered in England with company number 01270695, and registered office Costa House, Houghton Hall Business Park, Porz Avenue, Houghton Regis, Dunstable, Bedfordshire, England, LU5 5YG.