

THE WILLIAM LAWSON'S NAIJA HIGHLANDAH COMPETITION

Terms and conditions of the Competition

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1. ORGANISING COMPANY

The Next Highlander Competition, the “**Prize Draw**” is organised and offered by Bacardi-Martini Nigeria Ltd. 11th Floor Sapetro Towers, Adeola Odeku, Victoria Island, Lagos, Nigeria (the “**Promoter**”).

2. ELIGIBILITY

The Prize Draw is open only to individuals who (a) are residents of Nigeria and are at least eighteen (18) years of age as of the date of entry; (b) have a passport valid through the end of the calendar year starting from the 28 July 2023 or from the earlier date of the purchase of the last bottle of William Lawson's Finest Blend (the “**Closing Date**”); and (c) are not employees or contractors of the Promoter, any of its parents, subsidiaries, affiliate companies (“**Promoter Group Company**”) or of any distributor appointed by the Promoter or any of the Promoter Group Company, as well as their immediate family (spouse, parent, siblings, and children) (altogether the “**Eligible Individuals**”).

3. ENTRY REQUIREMENTS

The Prize Draw opens to Eligible Individuals from the 28 July 2023 and ends at 11:59 PM (local time) on 30 September 2023. To enter into the Prize Draw, Eligible Individuals

shall: (a) purchase a minimum of one (1) bottle of William Lawson's Finest Blend (the "Product") and (b) fill in the Promoter's or Promoter Group Company's form provided before the purchase of the Product (altogether the "Participants"). Only one entry per person. Entries on behalf of another person will not be accepted.

COMPETITION RULES & WINNER SELECTION

To take part in this competition, entrants must visit www.tnhng.com or www.naijahighlandah.com during the entry period and enter their full name, phone number and email address to register.

Upon registering, all participants will be required to take part in a series of challenges at participating on-trade and off-trade outlets. The challenges can include, but are not limited to; spin the bottle, Wrong Answers Only, Animal Imitation Challenge, Alphabets, Balloon Games, Planking, Walk-A-Plank, Kaku Meter and Pull no spill. The greater number of challenges that participants take part in, the greater number of scores that are received per participant.

The top fifteen (15) scoring participants will be invited to take part in the "Naija Highlandah" finale event on 30 September 2023 where the finalists will compete against each other in an obstacle style course. The finalists will be challenged to take part in a series of challenges such as, but not limited to; Oba Ice, Loona Dance, Word Sluch rodeo, Punch It, Highlandah's Don't Miss, Chillax, Bag Pipe and Question For Question. The procedure of determining the winner of the competition is based on the first participant completing all the challenges in the quickest time.

The organiser reserves the right to change one or more elements of the competition or challenges at its sole discretion. If the Promoter has grounds to suspect any entrant or third party of cheating, deception or fraudulent, vulgar, obscene or unsportsmanlike conduct of any kind (including, without limitation, manipulating the promotion, choice of prize winner(s) or any entry [or establishing multiple accounts in order to gain multiple entries where the number of entries is limited) the Promoter reserves the right (in its sole discretion) to disqualify any entrant, entry or person it reasonably believes to be responsible for, or associated with, such activity. Further, the consumption of alcohol and or intoxication will not be permitted before or during the competition or challenges, and such behaviour will lead to disqualification.



4. THE PRIZE

The Grand Prize: an inclusive tour trip to William Lawson's Distillery, Scotland for the winner. Tour dates will be during 2024, exact dates are dependent upon visa processing time and availability of the winner. In the event the winner is unable to get his/her visa processed in time, a reasonable equivalent prize will be offered at Promoter's discretion.

The winner will also receive a cash prize of 2 million Naira or - excluding a cash alternative - a reasonable equivalent at Promoter's discretion (collectively the "**Prize**"). Both participants should comply with the same requirements as defined for Eligible Customers. Promoter accepts no responsibility for any costs associated with the Prize that are not expressly included in the Prize and accepts no responsibility for any disputes arising from the Terms and Conditions or from the Prize. During the calendar month subsequent to the Closing Date and, in any case, no later than the 30 September 2023, one (1) Participant will be selected on a merited basis through a series of contests and contacted by the Promoter to be notified of their win using the telephone number or e-mail address provided at the moment of its entry (the "**Winner**"). If the Winner does not respond to the Promoter within 21 days of being notified of its win, then the Prize will be forfeited and Promoter is entitled to select another winner in accordance with the process described above (and that Winner will have to respond to notification of their win within 21 days or else they will also forfeit their Prize). If a Winner rejects the Prize or the entry is invalid or in breach of the Terms and Conditions, then the Prize will be forfeited, and Promoter is entitled to select another Winner.

5. AGREEMENT TO TERMS AND CONDITIONS

By entering the Prize Draw, Participants will be deemed to have read, understood and unconditionally agreed to be bound by these Terms and Conditions. Decisions of the Promoter and/or any of the Promoter Group Company will be final and binding, and Participants waive any appeal or other remedy.

Participants cannot win the Prize unless they comply with all requirements set forth herein. The Promoter reserves the right to change these Terms and Conditions at any time, without prior notice. Any changes will be communicated to the Participants via email.

In the event of conflicts or inconsistencies between (i) these Terms and Conditions, and (ii) any communication, media release, advertising and promotional materials, these Terms and Conditions shall prevail. If you have any questions about the Prize Draw, please e-mail us at naijahighlandah@gmail.com with “The William Lawson’s Naija Highlandah Competition” in the subject line.



6. IP RIGHTS

By entering the Prize Draw, each Participant: (a) grants the Promoter, any of the Promoter Group Companies, and each of their agents, licensees, and assigns (collectively, the “**Rights Holders**”) the unconditional, non-exclusive, right and permission to use, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the Participants’ entry and their social media profiles as-is or as-edited in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party in perpetuity from the date you submitted the entry; (b) waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude the Rights Holders’ use of the Participants’ entry, as outlined above, or require any further permission for the Rights Holders to use the entry; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Rights Holders on the grounds that any use of the entry, or any derivative works, infringes any of Participants’ rights as creator of the entry including, without limitation, copyrights, trademark rights, and moral rights.

7. PUBLICITY

Except where prohibited by law, by participating in the Prize Draw, Participants agree that the Rights Holders and any media attending events related to the Prize Draw may use their name, image, likeness, voice, statements, photographs, audio-visual footage, recipe, biographical information, state of residence, and/or any other record of their participation in the Prize Draw for promotional purposes in any media release, advertisement, television, radio, film, documentary, internet, or in any other publication or media without further payment or consideration.

8. GENERAL CONDITIONS

In the event that the operation, security, or administration of the Prize Draw is impaired in any way, the Promoter may, in its sole discretion, either: (a) suspend the Prize Draw to address the impairment and then resume the Prize Draw; or (b) award the Prize according to the criteria set forth in the above among the Eligible Individuals received up to the time of the impairment.

The Prize Draw is subject to all applicable laws and regulations in effect where conducted and is void where prohibited. The Promoter shall use and handle any personal information as described in its privacy policy, a copy of which can be seen at <https://www.bacardilimited.com/privacy-policy/>, and in accordance with the General Data

Protection Regulation. By adhering to the Prize Draw, you agree to the collection, retention, usage of your personal information for the purposes outlined in these Terms and Conditions.

10. RELEASE AND LIMITATIONS OF LIABILITY

By participating in the Finale event, I understand that the Finale has physical activities and by participating I am confirming that I am fit and healthy with no medical issues.

By participating in the Prize Draw, Participants agree to release and hold harmless the Promoter, and each of its respective parents, subsidiaries, affiliates, officers, directors, employees, and agents (the “**Released Parties**”) from and against any claim, liability or cause of action arising out of their participation in the Prize Draw or receipt, or use of, any Prize including, but not limited to: (a) unauthorized human intervention in the Prize Draw; (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Prize Draw or the processing of entries; or (f) injury or damage to persons or property.

Each Participant further agrees to indemnify, release, and hold the Released Parties harmless from any claims that their use of that Participants’ entry (as contemplated in herein) violates or infringes upon the rights of any third party.

Participants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. DISPUTES

Except where prohibited by law, Participants agree that any and all disputes, claims and causes of action arising out of, or connected with the Prize awarded shall be resolved individually by mediation, without resorting to any court of law, or to any form of court case, action or class action. In case no result can be achieved through mediation,

The construction, validity, interpretation and enforceability of these Terms and Conditions, the Participants’ rights and obligations, and the rights and obligations of the Promoter in connection with the Competition, shall be governed by, and construed in accordance with, the laws of Nigeria, without giving effect to any conflict of law rules, which would cause the application of any other laws.

Participant’s Name:

ID Number:

Signature:

Date: