

SWEDISH MATCH PRIZE PROMOTION RULES

These are the terms and conditions (“Rules”) that apply to the Swedish Match “Big Bang” promotion (“Promotion”). By entering the Promotion, each entrant agrees to these Rules and confirms that they have read and understood the Swedish Match Privacy Notice at www.swedishmatch.com/service-pages/about-the-website/privacy-notice/website-visitors/. Entrants must be at least 18 years of age to participate. Please also see how we limit our liability in Section 10.

- Promoter:** Swedish Match North Europe AB, a company registered in Sweden with registration number 556571-6924, with its registered office address at 85 Stockholm, Sweden SE 118 (“Swedish Match”).
- Eligibility:** Entry is open to residents of Great Britain (England, Scotland and Wales only) who are at least 18 years old at the time of entry. Employees (and family members of employees) of Swedish Match and any of its group companies, companies associated with the Promotion and all affiliates of such companies are not eligible to enter. Swedish Match reserves the right to require any entrant to provide proof of eligibility at any time.
- Entry period:** This Promotion will be open for entry at the Swedish Match sampling stations at [Bristol, Cabot Circus] starting on [18th of October 2021] and ending on [31st of October] and [Westfield Stratford] (“**Sampling Stations**”) starting on [29th of November] and ending on [12th of December] (“**Entry Period**”). Sampling stations will be open from [12pm] to [8pm] on Mondays to Saturdays and from [12pm] to [6pm] on Sundays in London and 11am to 5pm on Sundays in Bristol the Entry Period.
- How to enter:** To enter the Promotion, entrants must do the following during the Entry Period: (i) visit a Sampling Station; (ii) scan the Promotion QR code to visit the Promotion microsite; (iii) enter an email address on the microsite; and (iv) confirm the entrant is at least [18] years of age and accept these Rules. **A limit of one (1) entry per person applies to this Promotion.**
- Prize:** There is one (1) prize to be won in this Promotion, consisting of an Apple iPhone 13 Pro (128 GB, graphite) (“**Prize**”). The Prize excludes airtime/data and carrier contract. The Prize is non-transferable, non-refundable and non-exchangeable and no cash alternative is available. However, if Swedish Match considers it appropriate, or if it becomes necessary for reasons beyond Swedish Match’s control, the Prize may be varied or swapped for a suitable alternative in Swedish Match’s discretion.
- Winner selection:** There will be one (1) prize draw in this Promotion, which will include eligible entries from all the Sampling Stations. The prize draw to select the one (1) winner will be held within five (5) days following the end of the Entry Period. The winner will be selected at random using a computer process that produces verifiably random results.
- Winner notification:** The winner will be notified by email within five (5) days after the winner selection process. Reasonable efforts will be made to contact the winner, but it is the winner’s responsibility to monitor their email account for receipt, including any spam or junk mail folder.
- Claiming the Prize:** The winner must claim their Prize within 14 (fourteen) days of the date of Swedish Match’s initial win notification by providing the information requested in the notification, which will include a delivery address and any information required by Swedish Match to verify the winner’s eligibility (including age verification). Failure to respond with the

required information within the above timeframe may result in the Prize being forfeited and the selection of an alternative winner. An alternative winner will be selected and notified as set out above and must claim their Prize within 14 (fourteen) days of the date of the win notification.

9. **Prize delivery:** The Prize will be delivered to the winner at the address notified at the time of claiming the Prize within thirty (30) days of a valid claim.
10. **Liability:** Nothing in these Terms limits or excludes any person's liability for death or personal injury caused by negligence, for fraud or for any matter for which liability cannot be lawfully limited or excluded. In particular, consumers have legal rights in relation to products that are faulty or not as described and services which are not performed with reasonable care and skill and these legal rights are in addition to and are not affected in any way by anything contained in these Rules. Subject to this, to the fullest extent permissible by law, Swedish Match will not be liable for: (i) any loss or damage caused by a third party who is not acting on behalf of or under the direct instructions of Swedish Match; (ii) any loss or damage occurring as a result of the winner taking up and using any third-party product or service forming part of the Prize (except where caused by the negligence of Swedish Match, its agents or distributors or that of their employees); (iii) any loss or damage caused by any event or circumstance beyond Swedish Match's reasonable control; (iv) any loss of profits or revenue, loss of anticipated savings or loss of goodwill; or (v) any unavailability of Swedish Match's websites, apps or social media accounts. Further advice about consumer rights is available from any local Citizens' Advice Bureau (<https://www.citizensadvice.org.uk/>) or local Trading Standards office (<https://www.gov.uk/find-local-trading-standards-office>).
11. **No endorsement:** The Promotion is in no way sponsored, endorsed, administered by or associated with any social media platform or any other third party. All third-party trade marks and other intellectual property rights are hereby acknowledged. Use of and entry to promotions via social media platforms is always subject to the rules, terms and policies of those platforms. By participating in the Promotion, entrants are providing information to Swedish Match, not to the relevant social media platform or any other third party. To the maximum extent permitted by applicable law, the relevant social media platforms and any other relevant third party shall have no liability to any person in connection with or arising out of the Promotion howsoever caused, including for any costs, expenses, damages and other liabilities.
12. **Cancellation and variation:** Swedish Match reserves the right to vary, suspend or cancel the Promotion and/or these Rules if it considers it necessary or appropriate to do so, including if there is any actual or anticipated breach of applicable law or if variation, suspension or cancellation is necessary due to an event outside Swedish Match's reasonable control. In the event of cancellation, the Prize may be awarded to a winner drawn from entries received prior to cancellation.
13. **Disqualification:** Without limiting the options available to Swedish Match, Swedish Match reserves the right at any time to disqualify entries or entrants that Swedish Match regards as being in breach of these Rules, any applicable laws, any terms and conditions referred to in these Rules or the spirit of the Promotion.
14. **Interference with the Promotion:** Any attempt to damage or undermine the content or legitimate operation of the Promotion is prohibited and may also be a violation of criminal and/or civil laws. Swedish Match reserves all its rights and remedies to deal with breaches or suspected breaches of this Section including, without limitation, to exclude any entrant or winner believed to be associated with such activity.

15. **Publicity:** By entering the Promotion, each entrant agrees that, in the event of a win, Swedish Match shall be entitled (but not obliged) to announce the winner's name on Swedish Match's websites and social media. The entrant may also be asked (without further reward) to take part in reasonable publicity connected with the Promotion, such as to have their name and/or image, together with a short statement about their win, featured on Swedish Match's website and/or social media.
16. **Disclosure of winner's details:** By entering the Promotion, each entrant acknowledges that in the event of a win their surname and county of residence may be disclosed to persons enquiring, where permitted by law. Any entrant may object to their information being made available in this way, or may request that the amount of information made available be reduced, by contacting Swedish Match using the contact details at the end of these Rules. In these circumstances, the entrant acknowledges that Swedish Match may nevertheless disclose the relevant information, and the entrant's entry, to the Advertising Standards Authority (and/or any other competent authority) if required to do so. This may happen, for example, where Swedish Match is required to demonstrate that it has awarded any advertised prize. To request disclosure of winner details, enquirers must submit a request to [olle.stenback@swedishmatch.com] within one (1) month following the end of the Entry Period. Details will only be disclosed (if permitted by law) after the Prize has been awarded.
17. **Personal data:** Entrants acknowledge that any personal data processed in connection with the Promotion will be processed in accordance with Swedish Match's Privacy Notice, which is available at www.swedishmatch.com/service-pages/about-the-website/privacy-notice/website-visitors/.
18. **Accessing these Rules:** Any website on which these Rules are posted is only intended to be accessed from Great Britain and where permitted by law. Swedish Match makes no representation that materials relating to the Promotion are appropriate or available for use at other locations. Access to them from territories where their contents are illegal is strictly prohibited.
19. **Severance and waiver:** If any part of these Rules is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the rest of these Rules will not be affected. Swedish Match's failure to enforce any term of these Rules will not constitute a waiver of that provision.
20. **Disputes:** Subject to Section 21, if there is a dispute about the Promotion or these Rules, Swedish Match's decisions are final. If there is a conflict between these Rules and any other document referred to in these Rules, these Rules take precedence to the extent necessary to resolve the conflict.
21. **Law and jurisdiction:** The Promotion and these Rules are governed by English law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the courts of England and Wales, except that residents of Scotland may also bring proceedings in the Scottish courts.
22. **Contact:** Enquiries about the Promotion can be sent to Swedish Match at: [olle.stenback@swedishmatch.com].