

TERMS & CONDITIONS Desperados “BoomBox” Competition

1. The Promoter is Heineken Ireland Limited, One Kilmainham Square, Inchicore Road, Kilmainham, Dublin 8.
2. You must be over 18 years of age and reside in the island of Ireland to enter the Desperados “**BoomBox**” competition. By entering the competition, you will be deemed to have agreed to the terms and conditions of the Competition.
3. Employees and/or relatives of employees of Heineken Ireland Limited, its associated companies and any agents connected to the Competition are not eligible to enter the Competition and/or win any prize. The competition will run from **February 7^h – March 14th 2018**. Incomplete, illegible or late entries will not be accepted.

Participation and Prizes

4. The competition will take from **12:00 on 07.02.2018 to 23:59 on 14.03.2018**
5. To enter the Competition, text BOOMBOX to 50100
6. **There is no charge to the consumer for the text apart from their usual Telecom provider Wifi/data charge if this applies.**

7. No purchase of any product is required to enter the Competition.
8. Only one entry per person is allowed for the duration of the competition. No bulk, consumer group or third party entries will be accepted.
9. Heineken Ireland Limited accepts no responsibility for entries not received, or for undelivered or delayed entries, which were unable to be delivered or received for any reason beyond its control.
10. There will be 1 prize available to be won over the course of this Competition.
11. The prize includes:
 - . One LG FH6 LoudR Boombox
12. Winners will be selected at random from all valid entries received within the Competition open dates.
13. In all respects the judges' decision is final and no correspondence will be entered into in respect of the judges' decision.
14. Prize winners will be contacted by 31st March 2018, via the

mobile phone number entered in the competition.

15. The winners will have until 14th April to claim their prize. If the prize is not claimed by 17:59 on 14th May, then the prize will go to a backup winner, randomly chosen at the same time as the original winner.
16. Upon acceptance of the prize, the winner will be given all details of their prize. The prize will be issued subject to proof of valid identification and age verification.
17. The winner may be required for publicity purposes. Entrants agree by entering the Competition to participate in such publicity including but not limited to the publication of their names and photographs for advertising and/or promotional purposes. Should a winner be unable or unwilling to take part in any such publicity, the Promoter may at its discretion choose a replacement winner without future reference or obligation to the original winner.
18. No cash alternative is available; prizes are non-transferable and non-refundable.
19. In the event that the prize becomes unavailable, the Promoter reserves the right to substitute an alternative prize of equal or similar value.
20. The Promoter reserves the right to refuse payment of any

reward if there is any suspicion of fraud or in the event that winner was wrongly notified on the Promoter's behalf.

21. No warranty or guarantee is given by the Promoter in relation to any of the prizes and to the fullest extent permitted by law, the Promoter, its agents, associated companies, and trading partners will not be liable for any loss, damage, delay, additional expenses, injury or death howsoever caused, whether in contract, tort (including without limitation, negligence, fraud or malicious act), statutory or otherwise arising out of the Competition or receipt or use of any prize awarded pursuant to the Competition and the Promoter does not recommend or guarantee the performance of any contractor or the obligations of any third parties associated with any prize (including without limitation the promoter of any prize) and will not be liable for any fraud committed by any third party.
22. The personal data provided by you in the context of this Competition will be processed by the Promoter in accordance with our privacy and cookie policy available on <http://www.heineken.com/ie/disclaimer.aspx>) (save that Heineken Ireland Limited is the controller of the processing of all personal data collected in connection with this Competition and it complies with the provisions of the Data Protection Acts 1988 (as amended)). **Your first name, last**

name, date of birth, and mobile phone number will be stored by the Promoter, in order to be able to appoint winners of the prizes and to execute the prizes and may be disclosed to third parties for the purpose of delivering the prizes. The Promoter will not use this data other than for this purpose. All personal data will be deleted after the Competition has been completed except with respect to the personal data of the winners. The personal data of the winners may be used for publicity purposes (see clause 13 above) and will be stored by the Promoter only for the period necessary for such publicity purposes and to be able to award the prizes.

In consideration for entry into the Competition, entrants hereby assign by way of present and future assignment to Heineken Ireland Limited (or any associated company of Heineken Ireland Limited nominated by Heineken Ireland Limited) irrevocably and absolutely all right, title and interest in the copyright in the answer submitted by the entrant, in the Republic of Ireland (and/or any other intellectual property rights subsisting in the entrant's answer) and throughout the world, for the full duration of such copyright and/or intellectual property rights including any extensions and renewals, including the right to sue for past infringement of such rights. Entrants hereby waive all moral rights to the extent permissible in law (including, without limitation, the right to be credited and/or to object to any use of the entry), and agree that Heineken Ireland Limited and its

associated companies will be free to alter, modify, adapt, or amend the slogan as it sees fit in its absolute discretion. Entrants agree to enter into such further documentation as is required by Heineken Ireland to give full effect to this clause and no payments or consideration (other than entry into the Competition) shall be due in respect of the entrants' compliance with this condition.

24. During the Competition, any request or complaint concerning the Competition and Terms and Conditions may be sent via email to the Promoter at lauren.west@heineken.ie stating your name, address, e-mail address and telephone number. You will be contacted within a reasonable time after receipt. The Promoter will not engage in any correspondence related to the selection of any prize winner.
25. The Promoter reserves the right to vary, cancel or modify the Competition and/or the Terms and Conditions at any time and for whatever reason and/or amend or withdraw the Competition (and/or any related Prizes) in whole or in part at any time due to unforeseen circumstances. The Promoter is also entitled to vary the prizes if, due to unforeseen circumstances it becomes impossible to provide the prizes as described or in its opinion, it would be inappropriate in any way. In that event, prizes of equal or similar value will be offered.

26. The Competition and these terms and conditions are governed by Irish law and subject to the exclusive jurisdiction of the Irish courts.
27. Heineken promotes responsible drinking. Please visit drinkaware.ie for more information.

