

Promotional Terms and Conditions Duracell Scan and Win Promotion 2024

These Promotional Terms and Conditions (hereinafter: “**Promotional Terms and Conditions**”) apply to the temporary promotion ‘**Duracell Scan and Win Promotion 2024**’ open between 15th of September 2024 and the 31st of December 2024 and open to residents of the UK, Ireland, Denmark, Netherlands, Belgium, Germany, Switzerland, Austria (hereinafter: the “**Promotion**”). The content of the Promotion and these Promotional Terms and Conditions may be consulted at any time on www.duracellscanwin.com (hereinafter: the “**Promotion website**”).

Article 1 General

- This Promotion runs from 15th September 0.00 o'clock to 31st December 2024 23.59 o'clock. It is not subject to purchase and is open to UK, Ireland, Denmark, Netherlands, Belgium, Germany, Switzerland, Austria residents aged 18 and over.
- By taking part in the Promotion, participants agree to be bound by these Promotional Terms and Conditions. Participation in the Promotion and consequently the acceptance of these Promotional Terms and Conditions is mandatory to have a chance at winning one of the prizes.

Article 2 Promotion: SCAN and WIN

1. Participation

- A participant can take part in the promotion up to a maximum of 4 times during the promotional period above by scanning the QR code on the promotional material in the store or by going to the website www.duracellscanwin.com. After scanning, the animation opens in the mobile phone browser. Participants can only take part in the Promotion by agreeing to the Promotional Terms and Conditions.
- Participants must complete the required form requesting the participants full name and e-mail-address
- Participant will then have to take part into a competition game : it means that they need to take part a reaction time game which allows them to show how fast they can start the race as soon as the countdown lights are out.
- Amongst the participants only those who obtain a reaction time of less than 0.5 seconds can be selected to be part of the pool for the selection of winners.
- Each participant can win a maximum of one prize for the duration of the Promotion (same name, e-mail/postal address). There is a maximum of one winner per family, living at the same address.
- Entries not submitted in accordance with the Promotional Terms and Conditions will be disqualified and may not participate in the Promotion.
- Employees of the Promoter are excluded from taking part in the Promotion.

2. Prizes

- The Promoter provides the following prizes:

1. 1 x F1 2024 Simulator session against Alex Albon to take place in Q1 2025
 2. 10 x Reproduction in a 1:2 size proportion of Limited-Edition Racing Helmet signed by Alex Albon (RRP per mini helmet without personalization 95 euros)
 3. 200 x Williams Racing Limited edition cap (RRP per cap 30 euros)
- The selection of winners will take place on within 15 days from the end of the Promotion.
 - The prize-winners will be notified by an e-mail sent to the e-mail address they provided on the form not later than 10 days after the end of the Promotion. The prizes will be sent via post.
 - Prize-winners must provide proof of identity upon request by the Promoter within 72 hours.
 - Age verification will also take place. If the correct proof cannot be provided (in time), the Promoter reserves the right to disqualify/exclude participants and/or winners from further participation without giving reasons and without prior notification and the right about the prize will lapse.
 - If the winner has not responded and verified to the winner email within 5 working days of being notified of their win, one more e-mail will be sent to establish contact. The winner will be given another opportunity to come forward within a period of 3 working days and identify themselves. At the end of this period, they will be excluded as a winner of the Promotion and the Promoter will select one or more other winners.
 - Promoter's decision is final and binding.
 - Prize awarding will take place under the authority of the Promoter.
 - Prizes are not redeemable for cash.
 - The prizes cannot be exchanged or transferred to third parties.
 - The Promoter is liable for any gambling taxes that may be due to run this promotion.
 - The Promoter will use the participants' data exclusively for the execution of the Promotion and the specific mailings associated with it. If participants are asked to participate into marketing activities a specific consent will be signed in addition.

Article 3 Liability

- 3.1 Regardless of the legal basis, the Promoter's liability (including compensation for futile expenses) for gross negligence or wilful misconduct, including omissions, is unlimited. In the event of a slightly negligent breach of material contractual obligations, i.e. such obligations whose fulfilment is essential for the performance of this agreement and on whose compliance the participant can therefore generally rely (so-called "cardinal obligations"), Promoter's liability is limited to damages that are typical and foreseeable at the time of the conclusion of this agreement. Promoter's liability for damages resulting from injury to life, physical integrity or health as well as liability under the Product Liability Act, as well as due to assurances and guarantee promises, remain unaffected by this. In all other cases, Promoter's liability is excluded. The aforementioned also applies to Promoter's employees, executives, managers, vicarious agents and representatives.

- 3.2 Furthermore, the Promoter is not liable for damages resulting from the impairment of the availability of the Promotional Terms and Conditions on the Promotion Website, in the event of technical faults, loss of data during data transmission by the participant, events of force majeure that cannot be influenced, or faults caused by third parties. However, the Promoter will do everything in its power to ensure the reliability and functionality of the Promotion Website.

Article 4 Rights of Duracell

- The Promoter reserves the right at all times to exclude participants from participation, if it deems their participation non-compliant in its reasonable opinion, and not to award a prize if the Terms and Conditions or any legally applicable provision are violated in any way, particularly if the Promoter legitimately suspects fraud by the participant. The participant cannot claim any (damage) compensation in such cases.

Article 5 Correspondence

- Questions, comments or complaints regarding this Promotion can be submitted by writing to the following address: backoffice@duracellscanwin.com
- The participant will then receive a substantive response within a reasonable period of time.

Article 6 Changes to the Promotional Terms and Conditions/ early termination of the Promotion

The Promoter expressly reserves the right to change the conditions of participation at any time if there are legitimate interests or to terminate a competition prematurely without giving reasons. A legitimate interest exists in particular if there are indications that the competition is being manipulated by third parties, or if its realisation is made unreasonably difficult or impossible due to unforeseen technical or other actual circumstances. There is no entitlement to a prize.

Article 7 Applicable law and severability clause

The statutory provisions restricting the choice of law and the applicability of mandatory provisions, in particular of the country in which the customer as a consumer has his habitual residence, will apply.

The Promotional Terms and Conditions shall remain binding in its remaining parts even if individual points are legally invalid. The ineffective points shall be replaced by the statutory provisions, if any. However, if this would constitute an unreasonable hardship for one of the contracting parties, the contract as a whole shall become invalid.

Article 8 – No participation in dispute resolution proceeding

The Promoter is not prepared to participate in a dispute resolution procedure before a consumer arbitration board for the settlement of disputes with participants (consumers).

Article 9 Data

- Participants in the Promotion are required to enter any personal details requested correctly, up-to-date and in full. Their data will be processed by Buro Benk B.V., as the agency mandated by Promoter to run this promotion.
- Participants providing incorrect or incomplete information will not be eligible to receive the prize and may be disqualified from participation by the Promoter.
- The sole purpose of the personal data is for verification of and communication with the winners and will not be used for commercial purposes without permission.
- Your personal data will be deleted once the prizes are granted. Winner's data may be kept with compliance with tax laws. You have a right to access, modify or remove your personal data by writing to the following address: backoffice@duracellscanwin.com

Promoter:

Duracell International Operations SARL with its registered office at 1, rue du pré de la Bichette 1202 Geneva (hereinafter: the "**Promoter**")

Disclaimer

*Non-purchase based promotional competition between 15/9/2024 - 31/12/2024, open to residents of UK, Ireland, Denmark, Netherlands, Belgium, Germany, Switzerland, Austria aged 18+. Prizes are: a) Virtual simulator session vs. Alex Albon in Q1 2025, b) 10 x Racing Helmet 1:2 scale, signed by Alex Albon, c) 200 x Williams Racing cap. Winners are to be selected amongst the quickest participants achieving certain time. Promoter: Duracell International Operations SARL, 1 rue du Pré de la Bichette 1202 Geneva, Switzerland. Full terms and conditions at www.duracellscanwin.com.