Date: 28 April 2020

Version: Version 3

Project Name: NET/ London Pride

Notes

- The NET has its own donation page (https://donate.redcross.org.uk/appeal/national-emergencies-trust-coronavirusappeal)
- The London Pride Initiative will sit on a separate page to the main page. We do not have the page address yet.
- The Promoter is not going to receive any personal data, the NET will use its own
  existing technology, privacy policies, opt-ins and not provide any details to Promoter
  beyond the sums raised and the publicly available data.

#### Terms (NET Initiative):

- London Pride is running 2 initiatives to match funds raised for fighting Corona Virus. London Pride will match up to £50,000 donated through these 2 initiatives, meaning a donation of up to £100,000 from London Pride and its supporters.
- 2. The National Emergencies Trust Initiative will match donations made through a specific National Emergencies Trust link.
- 3. The Fullers Initiative will match donations made through the Fullers online shop.
- 4. This National Emergencies Trust Initiative is open to any person resident in England, Scotland, Northern Ireland or Wales who is 18 years of age or older at the time of participation.
- The Promotion Period runs from 29 April 2020 and will continue to run until EITHER the Promoter has raised £100,000 from a combination of this National Emergencies Trust Initiative and the Fullers Initiative, or 30 June 2020, whichever comes sooner.
- 6. To participate: Access the National Emergencies Trust page here and make a donation during the Promotion Period. There is no lower or maximum threshold for donations. You may make as many donations as you like during the Promotion Period. The donations are subject to the standard terms of the National Emergencies Trust.
- 7. Your personal data will be collected by the National Emergencies Trust who will store it and use it in accordance with <u>its privacy policy</u>.
- 8. By donating to National Emergencies Trust via this page you will be providing personal data to National Emergencies Trust and Crowd Funder who are not part of the Asahi Group. You should therefore ensure that you read their privacy policy detailing how they will use your personal data.
- 9. Your personal data will not be shared with the Promoter.
- 10. No correspondence will be entered into regarding either this Initiative or these Terms and Conditions.
- 11. In the unlikely event of a dispute, the Promoter's decision shall be final.
- 12. Participants in this promotion agree that neither the Promoter nor the National Emergencies Trust will have liability for: a. any faulty or failed electronic data transmissions; b. any

Private & Confidential for use only with Z0046LP402DON ZXL Consulting Limited (registered in England & Wales with co. reg. no. 09086869) Registered Offices: 3rd Floor, 28 Ely Place, London EC1N 6AA Principal Place of Business: 138 Edgwarebury Lane, Edgware, Middx, HA8 8NE **Commented [ZL1]:** You need to drop in the URL as a hyperlink when you know the exact webpage for the London Pride NET fundraiser.

communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, human error or providers utilised in any aspect of this Promotion; c. any inaccessibility or unavailability of the internet or the NET's website or any combination thereof; or d. any system failures on the National Emergencies Trust's website.

- 13. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter or the National Emergencies Trust and which prevents the Promoter or the National Emergencies Trust from complying with these terms and conditions the Promoter or the National Emergencies Trust (as applicable) will not be liable for any failure to perform or delay in performing its obligation.
- 14. Nothing in this clause shall limit the Promoter's liability in respect of; (a) death or personal injury arising out of its own negligence; or (b) liability arising out of the Promoter's fraud.
- 15. These terms and conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

Promoter: Asahi UK Limited, One Forge End, Woking, Surrey GU21 6DB, United Kingdom

Private & Confidential for use only with Z0046LP402DON

2

ZXL Consulting Limited (registered in England & Wales with co. reg. no. 09086869) Registered Offices: 3rd Floor, 28 Ely Place, London EC1N 6AA Principal Place of Business: 138 Edgwarebury Lane, Edgware, Middx, HA8 8NE

3

Private & Confidential for use only with Z0046LP402DON ZXL Consulting Limited (registered in England & Wales with co. reg. no. 09086869) Registered Offices: 3rd Floor, 28 Ely Place, London EC1N 6AA Principal Place of Business: 138 Edgwarebury Lane, Edgware, Middx, HA8 8NE

Summary terms – for any call to action:

Private & Confidential for use only with Z0046LP402DON ZXL Consulting Limited (registered in England & Wales with co. reg. no. 09086869) Registered Offices: 3rd Floor, 28 Ely Place, London ECIN 6AA Principal Place of Business: 138 Edgwarebury Lane, Edgware, Middx, HA8 8NE

# ZXL Consulting Limited Z0046LP402DON 18 + UK only. Like or comment on this post OR click on the link to enter via email before 24/12/19 for a chance to win 1 of 3 places in the Virgin Money London Marathon 2020 (terms apply). WINNERS WILL BE NOTIFIED ON 7/1/20. Full terms see [xxx]. The post: Win a place in the Virgin Money London Marathon 2020! As official sponsor of the event we're giving away three runners' spots to next year's event. To enter, simply Like or comment on this post. Alternately, follow link to enter by email. The 3 winners will be randomly selected. Enter before end 24.12.19 Deleted: Competition Deleted: closes Winner will be notified 7.1.20 Terms & Conditions apply. Please see our website for details. Commented [ZL2]: Embed the URL for the terms and conditions (not the Asahi homepage) Good Luck! #win #competitiontime #giveaway #wintickets #runners #running #londonmarathon #marathon Full terms and conditions (London Pride Virgin Money London Marathon 2020): 1. Promotion is open to individuals who are aged 18 or over, except employees of the promoter (Asahi Limited), their agents or anyone professionally associated with this promotion. 2. Promotion Period: Participate before 23:59 on 24 December 2019. 3. Maximum 1 entry per person per platform, maximum 1 prize per person. 4. To participate: If you have not already done so, Follow @londonpride on the platform where you see the promotional post, and either Like the promotional post or comment on it. Alternately, follow the link in the promotional post to enter using your email address. 5. Prizes: Three winners will each win entry into the Virgin Money London Marathon 2020. By accepting this prize and participating in the 2020 Virgin Money London Marathon, the winners will be bound by the terms and conditions of the event set out here. The prize does not include travel to London, accommodation or any other expenses. The winner must register with the London Marathon console before the deadline of 28 February 2020. Private & Confidential for use only with Z0046LP402DON 5 ZXL Consulting Limited (registered in England & Wales with co. reg. no. 09086869) Registered Offices: 3rd Floor, 28 Ely Place, London EC1N 6AA Principal Place of Business: 138 Edgwarebury Lane, Edgware, Middx, HA8 8NE

- Prizes are not transferrable and cannot be exchanged for cash. In the event of unforeseen circumstances, the Promoter reserves the right to substitute a Prize for an alternative of equal or greater value.
- 7. **Social media:** This promotion is not associated with Facebook, twitter, Instagram nor any other social media platform and the relevant social media platform is not in any way responsible for the administration of this promotion.
- Winner Selection: All valid entries received in response to the promotional post on all applicable social media platforms and all valid entries received by email during the Promotion Period will be submitted into a prize draw to be conducted by or under the supervision of an independent body on or before 7 January 2020.
- 9. Winner notification: The provisional winner will be notified by direct message to the Facebook account or Instagram account, or by email (if the winning entry was through the email route) associated with the winning entry on 7 January 2020. The Winner must respond to the initial communication within 14 days, confirming compliance with these terms and conditions and eligibility. Failure to comply with this timeframe may result in disqualification of that winner and the prize being awarded to a reserve selected in the same manner.
- 10. **Unclaimed Prize:** If, despite the best efforts of the Promoter, the prize remains unclaimed after offering to at least one reserve winner, the Promoter shall not be obliged to allocate the prize but may withdraw it from the promotion and use it as it sees fit.
- 11. The winner may be requested to participate in publicity arising from the promotion, though for regulatory reasons if the winner is or looks under 25 such publicity will not include photographs of the winner.
- 12. Privacy: The details you provide when entering this promotion will be used to administer the prize draw and, if relevant, contact you about prizes. Asahi will not use your personal data for any other purpose and will delete your personal data once the promotion is entirely concluded.
- 13. **Privacy winner details:** The Promoter will share the surnames and regions of the prize winners in accordance with Asahi's privacy policy to make the winner's last name and region available in accordance with the CAP Code 8.28.5.
- 14. The name and region of the winner will be available by sending an email to info@ignis.co.uk with "London Pride Marathon 2020 Winners" in the subject header to arrive between 21 February and 21 March 2020.
- 15. The Promoter is not liable for third party products or services and prizes are subject to the prize supplier's terms and conditions.
- 16. Bulk entries made from trade, consumer groups or third parties will not be accepted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to

Private & Confidential for use only with Z0046LP402DON ZXL Consulting Limited (registered in England & Wales with co. reg. no. 09086869) Registered Offices: 3rd Floor, 28 Ely Place, London EC1N 6AA Principal Place of Business: 138 Edgwarebury Lane, Edgware, Middx, HA8 8NE

increase that participant's entries into the draw in a way that is not consistent with the spirit of the promotion, that person's entries will be disqualified and any prize award will be void.

- 17. Incomplete, illegal, misdirected or late entries, or entries not in accordance with these terms and conditions will not be accepted. Proof of sending will not be accepted as proof of delivery. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical reasons or otherwise.
- 18. The Promoter cannot accept any responsibility for any damage, loss, injury suffered by any entrant entering the promotion or as a result of accepting any prize. Nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
- 19. If an act, omission, event or circumstance occurs which us beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
- 20. If for any reason the Promotion is not capable of running as planned for reasons (including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion), the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process.
- 21. By taking part in this promotion all entrants will be deemed to have accepted and be bound by these terms and conditions.
- 22. These terms and conditions are governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

Promoter: Asahi UK Limited, One Forge End, Woking, Surrey GU21 6DB, United Kingdom

Private & Confidential for use only with Z0046LP402DON ZXL Consulting Limited (registered in England & Wales with co. reg. no. 09086869) Registered Offices: 3rd Floor, 28 Ely Place, London EC1N 6AA Principal Place of Business: 138 Edgwarebury Lane, Edgware, Middx, HA8 8NE