**Promoter:** Fevertree USA Inc., a Delaware corporation, trading as Fever-Tree with a principal office located at 37 W. 26th St. The Penthouse, New York, NY 10010.

1. This Promotion is only open to persons aged 21 or over as at the date of entry, [excluding employees of the Promoter, their immediate families (defined as parents, children, siblings, spouses and life partners), or anyone professionally connected with this Promotion.] By entering this Promotion, you will be deemed to accept these terms together with all entry instructions, which are incorporated into these terms by this reference.
2. This Promotion is open to legal residents of the United States, and is void where prohibited by law. Entrants must ensure that their participation (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country of which they are a citizen and/or reside. The Promoter shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of this Promotion.
3. No purchase is necessary; however, internet access and a valid Instagram account are required. A purchase does not increase chances of winning.
4. **Promotion Period:** Enter between 00:01 EST on 15 September 2023 & 11:59PM EST on 15 December 2023 inclusive.
5. **To Enter:**

Scan the QR code and enter your details for a chance to win a branded Fever-Tree rolling cooler and 5x cases of Fever-Tree.

1. Maximum one (1) entry per person throughout the Promotion Period.

1. **Prizes:** One (1) prize to be won: a branded Fever-Tree rolling cooler together with five (5) cases of mixed 6 x 4 x 200ml of Fever-Tree mixers
2. All expenses incurred by the winners in the general use and/or enjoyment of the Prize are the sole responsibility of the winners. The Prizes are not transferable and there is no cash alternative. The Promoter reserves the right to replace the Prize with an alternative prize of equal or higher value if circumstances beyond the Promoter’s control make it necessary to do so.
3. **Winner Selection**: The winners and their respective Prizes will be chosen at random, under the supervision of the Promoter, from among all eligible entries received during the Promotion Period. The prize draw will be conducted within three (3) working days of the close of the Promotion Period.
4. **Winner Notification**: One winner will be randomly selected from all valid entries received. The winner will be contacted via Email within three (3) working days of Winner Selection and will be required to respond to the Email to confirm eligibility plus acceptance of the Prize within five (5) days of Winner Notification (the “**Winner Acceptance**”). In the event that a winner does not respond to the Winner Notification within five (5) days, the Promoter reserves the right to disqualify the winner. If a winner is disqualified, the Promoter reserves the right to award the Prize to a reserve winner selected in the same manner. Reserve winners may have less time to respond.

Prizes will be sent to winners by mail, at the Promoter’s expense, within twenty-eight (28) days of the applicable winner’s Winner Acceptance. Prizes can only be sent to a residence in the United States.

1. **Entry Guidelines:**
   1. Entrant must own all rights to the entry and have the right to grant the Promoter a license to use the entry (including any material embodied in the entry).
   2. Entry must not make reference to any commercial/corporate advertising (other than Promoter’s).
   3. Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
   4. Entry must not contain content that is known by entrant to be false, inaccurate or misleading (including, without limitation, inaccurate tags of Instagram accounts).
2. **Moderation:** The Promoter will reject entries which, in the reasonable opinion of the Promoter:
   1. contain any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter or any brand;
   2. promote any political agenda;
   3. link alcohol with activities or locations in which drinking would be unsafe/unwise;
   4. imply that alcohol bestows sexual success on the drinker;
   5. imply that alcohol has therapeutic or relaxing properties;
   6. relate or allude to gambling;
   7. contain content that alludes to creating success through drinking alcohol;
   8. contain content that is directed at or may appeal to people under the age of 21;
   9. contain content that is or appears to be socially irresponsible and implies or encourages excessive drinking;
   10. are otherwise inappropriate or unsuitable;
   11. violate the Entry Guidelines.
3. By entering this Promotion, you acknowledge and agree that the Promoter (and any of its subsidiaries and affiliates) may re-post your entries on its social media accounts and/or on its website and in its marketing. Each winner agrees to allow the Promoter and Promoter reserves the right to publish the winners’ names and states of residence to announce the winners of this Promotion.
4. All entries must be made by the entrant themselves and must be received before the end of the Promotion Period to be valid. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of ‘script’, ‘brute force’, masking its identity by manipulating IP addresses, using identities other than its own or any other automated means in order to increase that entrant’s entries into this Promotion in a way that is not consistent with the spirit of this Promotion, such entrant’s entry will be disqualified and any prize award will be void.
5. The Promoter assumes no responsibility for entries lost, damaged or delayed. Proof of sending will not be accepted as proof of receipt.
6. This Promotion is in no way sponsored, endorsed, administered by or associated with Instagram. You understand that Instagram has no liability for any element of this Promotion.
7. The Promoter will only use the personal details supplied for the administration of this Promotion and for no other purpose, unless we have your consent. Click to see our privacy policy here: <https://www.fever-tree.com/privacy-policy>.
8. Nothing in these terms shall limit or exclude the Promoter’s liability to you for death or personal injury caused by its negligence, for fraudulent misrepresentation, or for any other liability that, by law, may not be limited or excluded. Subject to this, in no event shall the Promoter be liable to you for any loss, damage or disappointment suffered as a result of your entering (or inability to enter) this Promotion.
9. If for any reason this 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 and to terminate, modify or suspend this Promotion.
10. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms the Promoter will not be liable for any failure to perform or delay in performing its obligations.
11. The full name and state of the winner will be available for eight (8) weeks following the Winner Acceptance by sending an email to usa@fever-tree.com with “Football & Fever-Tree – a Perfect Mix” in the subject line.
12. By entering this Promotion, all entrants will be deemed to have accepted and be bound by these terms and Instagram’s terms of use and privacy policy. The Promoter reserves the right to amend, revise or otherwise change these terms at any time.
13. The Promoter’s decision is binding in all matters relating to this Promotion, and no correspondence shall be entered into.
14. Any provision of these terms which is judged to be invalid, illegal or unenforceable shall not affect or impact the continuation in full force and effect of the remainder of the provisions.
15. The terms of this Promotion shall be interpreted and applied on the basis of the laws of the state of New York. As a condition of participating in this Promotion, all entrants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction.

Please submit any questions you have about these terms or any problems concerning this Promotion by email to [usa@fever-tree.com](mailto:usa@fever-tree.com).