

Consumer Prize Draw Terms and Conditions:

1. Entries into the Cockburn's Big Night In Competition (**the promotion**) are bound by these terms and conditions and any conditions set by the promoter (John E Fells & Sons Ltd.).

Eligibility:

2. Only residents in the United Kingdom aged 18 or over are eligible to enter. Purchase necessary. Entries are limited to one per household.
3. Employees of the promoter or any business involved or associated with this promotion, any of the promoter's agencies and any of their parent and/or affiliate companies as well as the immediate family (spouse, parents and siblings) and household members of each such employee are not eligible to participate. The promoter reserves the right to verify eligibility of all entrants.

Entry Instructions:

4. Internet access is required. To enter:
 - a. Visit <https://bignightin.cockburns.com> click the 'Submit' button and complete the short entry form, including your name, postal address and contact email address
5. All required information must be supplied for an entry to be valid. Entries which are not made in accordance with these terms and conditions will not be accepted and will be disqualified. Entries are limited to one entry per person.
6. The entry period opens on 01 November 2020 at 00:00 and closes at 23:59:59 on 30 June 2021 (the Promotional Period).
7. For the avoidance of doubt, no purchase is necessary to enter this competition.

Prizes Draw Details:

9. This is a 'monthly prize draw' promotion. A total of 105 prizes are available across the Promotional Period.
10. 7 monthly weekly prize draws will take place during the promotional period and one final "mop up" prize draw on the 20th June 2021. Any prizes not won or claimed during the monthly prize draws will be available to win in the final "mop up" prize draw, all entries made during the promotional period will be entered into this draw. Prize draw 1: will take place on 01 December 2020 (For the period 1st November - 31st November). Each subsequent prize draw will take place on a Monday for entries received over the previous 30 days, up until 23:59:59 on the relevant Sunday.

11. Winners will be randomly selected each month and notified by email within 14 days of the end of the relevant week. This email will include details of the prize won.

12. The total prize draw prizes that are available to be won are as follows:

- a) 15 x Cockburn's Big Night In Hampers per month
- b) 1 x 2-night trip for two to Porto with Cockburn's includes:
 - I. Flights for two to and from Porto from a UK airport depending on availability
 - II. 2 nights' accommodation for two in Porto
 - III. 1 x tour of the Cockburn's Port Lodge
 - IV. 1 x meal at Cockburn's Lodge
 - V. NOTE: prize does NOT include travel to/from airports
 - VI. Any other costs not specified are at the expense of the prize-winner
 - VII. Prize must be redeemed within 30 days of notification from the Promoter.

13. Prizes will be despatched within 28 days of the date of the email notifying a winner that they have won.

14. Prize 12b must be claimed within 28 days of notification

15. Prize 12b. can only be enacted in accordance with UK and Portuguese Government guidelines.

16. The promoter reserves the right at its absolute discretion to substitute a similar prize of equivalent or greater value or to amend the prize if necessary to do so.

17. Prizes are non-transferable, non-refundable and no cash alternative will be given.

18. A full list of winners' names and counties may be obtained by sending a stamped, self-addressed envelope to the promoter requesting such details at the address stated below, no later than 31st July 2021 stating, "Cockburn's Big Night In Competition".

General:

17. The promoter is not responsible for any lost, late, incomplete, invalid or misdirected entries, or any entries not received for any reason, which will be disqualified. No responsibility can be accepted for any technical failures of any kind or any unauthorised intervention in any part of the entry process, or for any

technical or human error which may occur in the administration of the promotion or the processing of entries.

18. All entries must be made directly by the person entering the promotion. Entries made online by such methods as macros, a script, or the use of automated devices or processes are not allowed, and all such entries will be disqualified.
19. The promoter does not guarantee continuous uninterrupted or secure access to the website hosting the application. Numerous factors outside the control of the promoter may interfere with the operation of the Website. No responsibility will be accepted for any difficulties in entering or any entries that are delayed or corrupted.
20. The promoter will not be responsible for promotional codes which are damaged, unreadable, illegible or otherwise unusable due to the manner in which the product has been handled.
21. The promoter accepts no responsibility in the event that it is unable to contact the winner for any reason or details of the prize fail to be delivered due to an incorrect or incomplete address or contact details having been provided by the winner.
22. In the event of any dispute regarding the promotion, the decision of the promoter is final, and no correspondence or discussion shall be entered into.
23. The promoter reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant's conduct or intention is contrary to the spirit of these terms and conditions or does not follow the rules of the promotion.
24. The promoter will take all reasonable steps to avoid causing undue disappointment to consumers but reserves the right to cancel or amend the promotion or these terms and conditions at any stage if circumstances arise that are beyond its control.
25. Winners may be required to take part in any publicity accompanying or resulting from this promotion. By entering this promotion, you hereby assign to the promoter the complete copyright and all other intellectual property rights whatsoever in any promotional and advertising material and similar which arises out of or is in connection with this promotion. The promoter reserves the right to disqualify any individual it finds to be tampering with the operation of the promotion or to be acting in violation of these terms and conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person deliberately to undermine the legitimate operation of the promotion may be a violation of criminal and civil law and, should such an attempt be made, the promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. The promoter's failure to enforce any of these Terms and Conditions shall not constitute a waiver of that provision.

Data Protection:

26. For the purpose of the Data Protection Act 1998 (the Act) and General Data Protection Regulations (“GDPR”), the data controller in respect of any personal data which may be collected from you as a result of your participation in this Prize Draw is Symington Family Estates and its subsidiaries.
27. Information collected from entrants will only be used for the purpose of entry into the promotion and for Cockburn’s communications, should the consumer opt-in to receive such information. It will not be disclosed to a third party except where absolutely necessary to fulfil the prize offered.
28. By entering this promotion, you hereby warrant that all information submitted by you is true, current and complete.
29. Any information submitted by you must be personal to and relate specifically to you. You hereby warrant that the information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party.
30. Any personal data relating to participants will be used in accordance with current UK data protection legislation.

Limitations of Liability:

31. Except where prohibited, entrants agree that: (1) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion, but in no event legal fees; and (2) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages otherwise increased. Subject to clause 32, and subject to any liability arising as a result of its fraud or fraudulent misrepresentation, the promoter’s liability for claims related to this promotion is limited to a maximum of three thousand pounds.
32. The Promoter and its associated agencies and companies will not be liable for any illness, injury, damage or loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person’s negligence) in connection with the prizes or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
33. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby agree to the non-exclusive jurisdiction of the English courts.

The Promoter:

34. The promoter is John E Fells & Sons Ltd., Fells House, Stations Road, Kings Langley, Hertfordshire, WD4 8LH.
35. The promoter encourages responsible drinking and would direct consumers to read <http://www.drinkaware.co.uk/> for more information.