



Brooklyn Win a Trip to New York Terms and Conditions and Privacy Policy

Introduction

This promotion is operated and administered on behalf of Carlsberg Marston's Brewing Company Limited (the **Promoter**) by The Liberation Group UK (company number 302746383), whose registered office is at Liberation Group, Tregear House, Longueville Road, Les Varines, St. Saviour, JE2 7WF (**Liberation**), and XSEM Limited (company number 00253325), whose registered office is at Leigh House, St. Pauls Street, Leeds, LS1 2JT (**XSEM**) who will arrange, fulfil and deliver the prize on behalf of the Promoter.

Privacy Policy

How Liberation and XSEM will use your personal data

1. The personal data that you provide when you submit an entry to this promotion will be used by Liberation for the purposes of administering and managing your participation in the promotion, verifying eligibility of, selecting the winner in accordance with the terms and conditions relating to the promotion below (**Terms and Conditions**). Liberation will also use your personal data to send regular offers and information about Butcombe Brewery and Pubs. You can unsubscribe at any time using the link at any of their marketing emails or by emailing info@butcombe.com.
2. If you win the prize, Liberation and XSEM will:
 - a. make your name and county available, as the winner of this promotion, to people requesting that information in accordance with the Terms and Conditions and as required by the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing. If you do not want your name to be made available, please inform XSEM using the contact details in paragraph 7 of this Privacy Policy (the Promoter may nevertheless disclose the information to the Advertising Standards Authority if required); and
 - b. share your personal data with XSEM to arrange fulfillment and delivery of the prize.
3. If you win the prize, XSEM will request and process your personal data (and the personal data of your guest) provided in connection with this promotion only for the purposes of prize fulfilment.
4. The Terms and Conditions are the legal basis on which Liberation and XSEM will process your personal data. If you do not provide your personal data, Liberation cannot enter you into this promotion or process your entry and XSEM cannot provide you with the prize. If your guest does not provide their personal data, then they cannot be included in the prize.
5. Other than detailed above, neither Liberation or XSEM will share your personal data with any third party other than those who are engaged by XSEM to fulfil and deliver the prize. Your personal data (and, if you are the winner, the personal data of your guest) may need to be sent to countries outside of the UK in order to conduct aspects of the promotion (e.g. where fulfilment of the prize happens in another country). Where this occurs and XSEM will each ensure that any transfer happens in accordance with applicable law.

6. If you are not successful in winning the prize, Liberation will delete your personal data promptly after the winner has been selected. If you are successful in winning the prize Liberation will delete your personal data (promptly after three months have elapsed from the promotion Closing Date. If you are successful in winning the prize (or you are the winner's guest), then XSEM will not keep your personal data for any longer than it needs to, either to comply with the law or to fulfil its obligations to you and other third parties. To find out more, you can contact Liberation and / or XSEM using the contact details set out in paragraph 7 below.
7. In accordance with the applicable data protection laws and regulations, Liberation and XSEM each remind you that at any time you may exercise your rights of access, rectification, deletion, limitation of treatment, opposition to treatment, including a right to require that Liberation and / or XSEM erase your personal data (but note that this will, in the case of Liberation, automatically remove your entry from the promotion and, if you are a winner, will mean that you cannot receive or take up the prize), a right to amend your data and the right to ask to port (transfer) your data directly to another organisation by writing to Liberation at Liberation Group, Tregear House, Longueville Road, Les Varines, St Saviour, JE2 7WF.
8. If you believe that Liberation or XSEM are not treating your personal data in accordance with the law, you have a right to lodge a complaint with the Information Commissioner's Office or other competent authority. You can find more details at their website <https://ico.org.uk/>.
9. By entering this promotion, you agree that if you win, Liberation and third-party agencies acting on our behalf may use your entry, name, photo or image, country of residence and any testimonial you have provided to us, for promotional purposes (including on our websites, social media, within our magazines or within promotional emails).
10. For more information about Liberation's treatment of your personal data, please consult its privacy policy which is available www.butcombe.com/privacy-policy
11. For more information about XSEM's treatment of your personal data, please consult its privacy policy which is available [here](#).

How the Promoter will use your personal data

The Promoter will not process or receive any personal data in connection with this promotion.

Terms and Conditions

Eligibility

1. This promotion is open to all persons aged 21 or over resident in England, Wales and Scotland, other than employees, and their immediate families, of the Promoter, Liberation, XSEM and their associated companies and anyone else professionally connected with this promotion.
2. The Promoter and its agencies reserve the right to verify the eligibility of entrants. The Promoter and its agencies may require such information as they consider reasonably necessary for this purpose and a prize may be withheld until the Promoter and its agencies are satisfied with the verification.

How to Enter

3. You will require internet access, email address and a smartphone with a working telephone number and camera (to utilise the QR code) to enter the promotion.
4. A purchase is necessary to enter the promotion as described below.
5. Purchase a pint of Brooklyn Pilsner from a participating Butcombe Brewery pub and scan the QR code upon purchase at the bar where you will be taken to a landing page to fill out a form, provide your email address and mobile telephone number and upload your proof of purchase.
6. The instructions provided at the point of entry form part of the Terms and Conditions of this promotion. In the event of a conflict, these Terms and Conditions take precedence.
7. The promotion starts at 00:00 on 2 October 2023 (**Opening Date**). All entries must be received before the promotion closes at 23:59 on 31 December 2023 (**Closing Date**). Any entries made before the Opening Date or after the Closing Date will not be valid and will not be entered into this promotion. The Promoter accepts no responsibility for entries that are lost, delayed, corrupted or not received by the Closing Date for any reason.
8. Only one entry may be made per person for the duration of this promotion. Entries not complying with these Terms and Conditions will be invalid.

Prize

9. There is one prize package available to be won, consisting of a 4-night trip to Brooklyn, New York for the winner and one guest (who both must be aged 21 or over) to be taken on a date to be agreed in May or June 2024. The prize package includes:
 - a. return economy flights to any New York airport from the winner's choice of any UK airport operating direct flights to New York, each with hand luggage only;
 - b. return airport transfers at the destination;
 - c. accommodation for 4 nights at a 3* Bed and Breakfast hotel allocated by the Promoter or XSEM, with the winner and their guest sharing a double or twin bedroom (or equivalent accommodation at the discretion of the Promoter being provided); and
 - d. travel allowance to the value of £200 (**Allowance**) to be spent during the trip (please see Clause 16 for further details regarding the Allowance); and one pair of tickets for a tour of the Brooklyn Brewery at 79 N 11th St., Brooklyn, New York to be used during the trip on a date to be agreed with the winner (**Brewery Tour Tickets**).
10. The winner will be contacted by XSEM within 2 weeks of the Closing Date via the email address that they have used to enter this promotion and asked to confirm they accept the prize. Once they accept the prize the winner will be contacted by XSEM within one week and provided with available travel dates and any further prize details. The winner must confirm to XSEM within 14 days of being contacted their preferred dates on which to redeem the prize. Should the winner fail to confirm their preferred travel date within 14 days of being contacted, the prize may be forfeited and a replacement winner drawn at the sole discretion of the Promoter.

11. The prize must be taken by the winner and their guest before 30 June 2024 and may not be taken during any dates that are statutory or public holidays in the United Kingdom, the United States of America or the State of New York. Travel and accommodation dates are subject to booking availability and the winner acknowledges that their first preferred date may not be available.
12. Use of the Brewery Tour Tickets and entry into the brewery is subject to any regulations in force at the brewery from time to time and the terms and conditions of the Brewery Tour Tickets. The Brewery Tour Tickets must be used by the winner and their guest on the agreed time and date during the opening hours of the brewery. Brewery Tour Tickets will be emailed to the winner using the email address provided by the winner. ID may be required before you are allowed entry to the event and you may be refused entry if you do not provide suitable photographic ID (such as passport or driving licence).
13. The prize will be booked by XSEM and the winner must provide all reasonable assistance to XSEM for such purposes. A valid credit or debit card may be required from the winner as a security deposit when checking into accommodation.
14. Unless stated otherwise in these Terms and Conditions or otherwise notified to the winner, all elements of the prize must be taken at the same time and once booked, cannot be altered or amended. No element of the prize (including, but not limited to, the Brewery Tour Tickets) may be resold under any circumstances.
15. XSEM, on behalf of the Promoter, will transfer to a bank account nominated in writing by the winner, the amount of the Allowance (£200) not less than three working days prior to the date booked for travel. The winner and their guest shall be responsible for any expenses incurred, in the general use and enjoyment of the prize in excess of the amount of the Allowance. Other travel (including travel to and from UK departure airport and the cost of ESTA applications required for travel to the US), expenses, equipment and additional facilities are excluded. Neither XSEM nor the Promoter will be liable to pay any further sums incurred by the winner or their guest for any reason in excess of the amount of the Allowance.
16. The winner and their guest must procure their own travel insurance and any necessary vaccinations, immunisations or similar and supply proof of adequate insurance to cover the trip to XSEM upon request. Both the winner and their guest must be legally able to travel to New York in the United States of America on the date booked for travel (including, but not limited to, meeting any Covid-19 regulations / restrictions which apply at the time of travel), attend the brewery tour and obtain all necessary visas and other documentation for travel (including, but not limited to, any Covid-19 documentation required). Copies of valid passports will also be required. UK Passport holders travelling to the United States of America are required to have a valid ESTA (Electronic System for Travel Authorization) from the US Embassy. You can apply for this a minimum of 72 hours prior to travel although we recommend you apply as soon as your travel date is confirmed. Please note that anyone without an ESTA will be deported from the US upon arrival without exception. It is the winner and guest's responsibility to arrange and comply with the ESTA visa requirements at their own cost. Approval is at the discretion of the US Embassy and the Promoter and Supplier cannot be held responsible for this being rejected. It is the responsibility of the winners and their guests to ensure that their passport will remain valid for a sufficient amount of time to permit entry to the United States of America on the date of travel. If unsure of the requirements, the winner and their guest are advised to consult the guidance issued by HM Passport Office on the GOV.UK website.
17. In the event the prize has not been redeemed by 30 June 2024, the winner's entitlement to receive the prize will expire. Neither the Promoter, Liberation or XSEM accepts responsibility for any failure or inability of the winner to redeem or take up the prize by the date required.

18. Any further prize details will be confirmed when the winner is contacted by XSEM.
19. The Promoter reserves the right to substitute an alternative prize of at least equal value if circumstances make this necessary.
20. Each prize is non-transferable and non-exchangeable, and no cash or other alternative will be offered.

Selection of Winner

21. The winner will be the first entry drawn by Liberation at random from all eligible entries by a computer process that produces verifiably random results. The draw will take place 2 weeks after the Closing Date and Liberation will contact the winner by 15 January 2024 via email address to confirm if the winner wishes to accept the prize. Entrants who have not won a prize will not be notified. The winner may withdraw from the promotion by responding "opt-out" within 48 hours of receiving the notification email. Upon the winner confirming that they wish to accept the prize, Liberation will pass the winner's email address to XSEM who will contact the winner within one week to organise prize fulfilment.
22. It is the responsibility of the participant to ensure that the email used to enter the promotion is correct and they respond to the winner notification, by responding to the email that they received notifying them that they have won and provide proof of identity (official documents only, see clause 23 for examples). If the winner does not respond within the initial 14 days, they will be emailed again and given a further 14 days to respond. If contact cannot be made, or the winner fails to accept the prize, within 28 days of the initial prize notification date an alternative winner will be drawn. The Promoter cannot be held responsible for the winner failing to supply accurate information which affects prize acceptance or delivery of their prize.
23. The winner and their guest must be 21 years old or over. The winner will be required to provide to XSEM within 28 days of being contacted proof of identity for the winner and their guest, documenting full name and date of birth, before the prize will be booked. Only official sealed government documents can be accepted as proof of identity (driving licence, identity card or passport). Expired proof of identity will not be accepted. In the event a winner is under 21, the prize will be forfeited, and a replacement winner will be drawn. In the event a guest is under 21, the winner will be required to select an alternative guest who is aged 21 years or over. Any failure by the winner to respond to XSEM's request for guest nomination or proof of identity within a reasonable time may result in the prize being forfeited and a replacement winner drawn at the discretion of the Promoter.
24. The prize may be forfeited and a replacement winner drawn at the Promoter's sole discretion in the following events:
 - a. the prize is declined, or the winner cannot take up the prize;
 - b. the winner fails to confirm their acceptance of the prize to the Promoter within 28 days of Liberation sending its initial prize notification email;
 - c. the winner fails to confirm their preferred date for travel to XSEM within 28 days of being contacted;
 - d. the winner fails to provide valid proof of identity confirming that the winner and their guest are both over the age of 21 or fails to nominate a guest within 28 days of being contacted.

Neither the Promoter, Liberation, nor XSEM will be responsible for any inability of a winner to take up the prize.

25. If you need to amend the contact details you provided to enter the promotion, please see paragraph 7 of the Privacy Policy.
26. To obtain the name and county of the winner, please email XSEM within three months of the Closing Date. Entrants can object to disclosure or request that disclosure be limited in scope by contacting info@xsem.com. The Promoter may nevertheless disclose the information to the Advertising Standards Authority if required.

Limitation of Liability

27. Insofar as is permitted by law, Liberation, XSEM, and the Promoter including their agents or distributors will not in any circumstances be responsible or liable to compensate you or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize (if you win) except where it is caused by their negligence or the negligence of their agents or distributors or that of them or their employees. Your statutory rights are not affected.

General

28. If you wish to withdraw from the promotion your request should be made in writing to Liberation at Liberation Group, Tregear House, Longueville Road, Les Varines, St Saviour JE2 7WF.
29. The Promoter reserves the right to void, suspend, cancel or amend the promotion and / or revise these Terms and Conditions at any time without giving prior notice and, by continuing to take part in the promotion subsequent to any revision, entrants shall be deemed to have agreed to the amended terms. Revised terms and conditions will be available at <https://butcombe.com/brooklynplsner/>. It is your responsibility to keep up to date with any such changes.
30. The Promoter may disqualify entries deemed to be non-compliant with these Terms and Conditions or if it has any reason to believe that efforts have been made to distort the competitive process or spirit of the promotion. This includes any individual found to be attempting to circumvent this paragraph by tampering with the operation of the promotion, setting up multiple accounts or using multiple identities. No bulk, consumer group or third-party entries will be accepted. The Promoter's decision as to any aspect of this promotion is final.
31. If there is any dispute about the receipt of validity of any entry or any other aspect of the promotion, this will be decided by the Promoter. The decision regarding any aspect of the promotion is final and binding, and no correspondence will be entered into about it.
32. Entry into this promotion is deemed acceptance of these Terms and Conditions and your agreement to be bound by them. These Terms and Conditions take effect immediately upon entry to the promotion.
33. If any provision of these Terms and Conditions is held invalid, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.
34. This promotion and all issues arising out of it shall be governed in accordance with English law and is subject to the exclusive jurisdiction of the English courts. Consumers in Wales and Scotland may additionally bring an action in their home courts.

Promoter: Carlsberg Marston's Brewing Company Limited, Marston's House, Brewery Road, Wolverhampton, WV1 4JT.

Please drink responsibly. Bedrinkaware.co.uk.

Short Form to appear on promotional materials:

21+ England, Wales and Scotland only. Max 1 entry per person. Excluding employees of Liberation and the Promoter. Starts 00:00 on 02.10.23. Ends 23:59 on 31.12.23. Purchase one pint of Brooklyn Pilsner at a participating Butcombe Brewery and scan the QR code at the bar and upload a valid proof of purchase. Prize available: 4-night trip to Brooklyn, New York, USA for 2 adults aged 21+. Includes return economy flights from any UK airport flying to New York with hand luggage only, return airport transfers at destination, accommodation at 3* hotel, £200 travel allowance and 2x tickets for tour of Brooklyn Brewery. All other expenses & cost of VISA excluded. Prize non-transferable, non-exchangeable & no cash alternative. Prize can be taken in May or June 2024 only. Prize must be taken by 30.06.24 excluding public or school holidays in US & UK. Winner to be drawn at random from all valid entries received via one prize draw. Full T&Cs, exclusions and privacy policy available at <https://butcombe.com/brooklynpilsner/>

Promoter: Carlsberg Marston's Brewing Company Limited, WV1 4JT. Subject to availability. Please drink responsibly. (Bedrinkaware.co.uk.)