



# MAKE YOUR OWN FUTURE

**NATIONAL CONSUMER PROMO**

**TERMS AND CONDITIONS**

Send  
CODE  
to  
20966



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ORIJIN**

**18+** DRINK RESPONSIBLY.  
[www.drinkiq.com](http://www.drinkiq.com)

A BITTERSWEET BLEND WITH THE FLAVOURS  
OF AFRICAN HERBS AND FRUITS



These are the terms and conditions (the "Terms") applicable to persons ("You" or a "Participant") entering/participating in the Orijin "Make Your Own Future" National Consumer Promotion" (the "Promotion"). The Promotion will run between 12:00:01 am (Nigerian Time) on 1st of February 2019 to 11:59 pm (Nigerian Time) on 1st of May 2019 ("Promotion Period"). By entering the Promotion, You accept these terms and conditions and agree to be bound by them. This competition is hosted by Guinness Nigeria Plc ("Guinness Nigeria" or "Promoter").

## INTRODUCTION

1. Promoter. The Promotion is organized by Guinness (Nigeria) Plc ("Guinness" or "Guinness Nigeria" or "Promoter").
2. Promotional Period and submission times: This Promotion runs from 12:00:01 am (Nigerian Time) on 1st of February 2019 to 11:59 pm (Nigerian Time) on 1st of May 2019 ("Promotion Period"). For entries to be valid they must be submitted in the stipulated format- SMS the code under the crown to 20966 within the Promo period.

## ELIGIBILITY

3. This promotion is open only to Nigerian residents excluding employees of Diageo/ Guinness Nigeria Plc, their families and any agencies or anyone professionally connected to the Promotion. Entrants must be aged 18 and above. Proof of age and proof of purchase may be required to validate entries.
4. The mobile numbers on MTN, Glo, Airtel and 9mobile networks are eligible to participate in the Promotion. Entries from other networks outside the above mentioned networks shall not be accepted but may be charged by the service provider for which Guinness shall not be liable.
5. A Participant is deemed to have entered the Promotion upon sending an SMS to the unique code "20966".

## HOW TO ENTER/ PARTICIPATE IN THE PROMOTION

6. To participate, a Participant must do the following:
  - i. Buy a promotional bottle of Orijin RTD. Open the bottle and check under the crown cork to see a unique code.
  - ii. SMS the unique code to 20966 e.g. Send 'Orijin 'Reward Code' Name' to '20966'
  - iii. Each SMS is FREE



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- iv. Each unique code stands a chance of winning instant airtime or instant cash prize as specified in Section 10 below.
  - v. All Participants are also able to participate in the social media competition referred to in Clause 11 for a chance to win N1,000,000 (One Million Naira) cash prize, subject to Clause 10(b) below.
- 7. Guinness will respond with a message confirming the status of the entry and the corresponding instant prize reward. Entries shall be considered invalid without a confirmation response from Guinness.
  - 8. Each Participant shall not exceed a daily limit of 5 entries. In such a case, the 6th submitted code will not be used by the system and the Participant will be informed that they are able to use the code again the following day, however there will still be a N4 SMS charge. A day is measured from 12.01am to 12midnight. Participants are advised to drink responsibly.
  - 9. Guinness is not responsible for any printing or typographical errors in any materials for registration, submissions that are illegible, incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer, telephone, paper transfer, mail system, human or other error; including inability to access any website associated with the Promotion. Proof of submission shall not constitute proof of receipt by Guinness.

## THE PRIZES

- 10. Winning Instant Prizes
  - a. Winning Instant N50 Airtime- All valid entries stand a chance of winning instant N50 airtime. N50 airtime winners will receive an SMS notification indicating their prize and the winner's MSISDN is credited with N50 airtime automatically. The Promoter will endeavor to distribute airtime prizes within 5 minutes of confirmation of the winning entry however this is dependent on the Mobile Network Operators; if the MNOs are experiencing over capacity, then the ability for the Promoter to distribute airtime within that time period could be delayed and this will be outside of the Promoters' control for which the promoter shall not be held liable.



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- b. Winning Instant N5,000, N10,000, N30,000, N100,000 and N200,000 Cash Prize – All valid entries stand a chance of winning instant N5,000, N10,000, N30,000, N100,000 and N200,000 cash prize. Winners of these cash prizes will emerge weekly from a random system selection throughout the duration of the promotion. Winners will receive an SMS notification indicating their prize with an accompanying Paycode. The PIN for the Paycode transaction is then sent via another SMS to the winner's MSISDN. The winner is expected to use the Paycode and PIN on any ATM Nationwide that offers Paycode cardless withdrawal services to withdraw their N30,000, N100,000 or N200,000 cash. The Paycode and PIN is valid for only 7 days after issuance, after which it cannot be used to make a cardless withdrawal and this will be outside of the Promoters' control for which the Promoter shall not be held liable. N5,000, N10,000, N30,000, N100,000 and N200,000 cash prize winning codes and winners will not be eligible to participate in the social media competition/voting for the N1,000,000 prize.

11. One Million Naira Cash Prize– In the 1st month of the Promotion, a competition will be run on Orijin social media handles and the response with the highest number of likes as at 11.59pm on 15 March 2019 will be declared the winner of a N1,000,000 cash prize subject to the provisions of Clause 3. Also in March 2019 another competition will be run on Orijin social media handles and the response with the highest number of likes as at 11.59pm on 30 April 2019 will be declared the winner of another N1,000,000 cash prize subject to the provisions of Clause 3. Winners will be contacted to submit bank details for the transfer or presented with a pre-loaded debit card– no physical cash will be exchanged. The bank details provided by the winner must correspond with the name of the winner; failing which such winner will be disqualified and forfeit the prize money without any liability to Guinness.

## PRIZE AVAILABILITY

12. All prizes are subject to availability at the time redemption is made and the winners details are delivered to the Promoter. The Promoter reserves the right to cap or amend the prize structure as it deems fit with no liability whatsoever.



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13. All prizes are non-exchangeable, non-transferable, and not redeemable for other prizes (in whole or in part). The Promoter reserves the right to offer an alternative prize, for any reason and without prior notice to the Participant nor liability to the Promoter.
14. If alternative prizes involve manufactured items, they shall be subject to the manufacturer's terms and conditions for warranty, service and maintenance, and the Promoter does not accept any responsibility for them. In particular, prizes are provided by the Promoter "AS IS" without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.

## SOCIAL MEDIA COMPETITION FORMATS

15. As specified in Clause 11, a social media competition will be run in February/March and in April 2019 and the submission with the highest number of likes will win N1,000,000 cash prize. One winner will emerge from each session with a cumulative total of two winners. Once a winner is selected he/she will be contacted via his/her social media handle and via telephone by the representative of the regulatory agency and/or a representative of Guinness. The cash prize of N1,000,000 (One Million Naira) can only be won once by a Participant irrespective of the phone number selected (in cases of multiple sim numbers used by a Participant in the Promotion) or the number of entries in the social media competition. If a winner cannot be contacted within 3 days of the selection and announcement of the winner, or same winner selected using different sim numbers, the Promoter reserves the right to pick an alternative winner with no liability to the Promoter. Winners are required to provide a valid proof of identification in form of National I.D card, Drivers' License, International Passport or University Student I.D Card.

## GENERAL

16. By participating in the Promotion, participants grant Guinness Nigeria Plc the right to use their name and/ or images in promotional materials to be deployed on TV, radio, print, digital and social media. Participants shall not be entitled to any form of compensation for the reposting or usage of their name and/or images and shall indemnify Guinness Nigeria Plc and its associated companies against any third party claims, losses and damages that may arise as a result of the usage of these posts, name(s) and/or images.



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17. Prize winners will be required to sign and return a Declaration and Release Form which, among other things, releases Guinness, the sponsor of the prize, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Promotion and acceptance and/or use of the prize and confirms his/her compliance with the terms and conditions applicable to the prize.
18. Data Privacy- The personal data you provide to The Promoter pursuant to this Promotion, including without limitation your name, telephone number and address, will be processed and are required to administer your participation in the Promotion. You hereby consent to the use of your personal data for the purposes of the Promotion.
19. The Promoter shall not be responsible for any additional charges incurred (including but not limited to charges for 3rd-party collection, delivery, insurance, etc.) to customers who fail to receive the gift/prize either by means of address error by the customer, or is physically absent during delivery, or choose to make special collection arrangements or pick-up services – should a delivery be necessary.
20. Taxes and levies imposed by any relevant applicable government or tax authority that may be levied or incurred on the prizes shall be fully borne by the winner.
21. Limitation of liability- To the maximum extent permitted by law, the Promoter and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents accepts no responsibility whatsoever for any damage, loss howsoever arising suffered by any Participant in this Promotion.
22. Indemnity- To the maximum extent permitted by law, You undertake to indemnify and keep the Promoter and its parent company, affiliates, related corporations, subsidiaries, directors, officers, employees and agents harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by any or each of them due to your breach of any of these Terms and Conditions and/or arising from your participation in the Promotion and/or your use of any prize.
23. In the event of any dispute arising from the Promotion or relating to the interpretation of these Terms and Conditions, the decision of the Promoter on all matters pertaining to the Promotion shall be final and binding on all parties. No correspondence will be entertained.

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24. No cheating tolerated- You acknowledge and agree that no form of cheating will be tolerated. If you are found cheating, as determined in the sole and absolute discretion of the Promoter, you will immediately be disqualified from the Promotion. Cheating includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification details/ numbers, tampering with, hacking of the Promotion site (if any), participating in the Promotion without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion, use of the Promotion beyond the defined rules of the Promotion, attempting to disable or overwhelm any of the Promoter's websites or the Promotion site (if any), attempting to disrupt any portion of the Promotion, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the entry process.
25. The Promoter reserves the right in its sole discretion to disqualify without prior notice any Participant found to have tampered with the entry process or the operation of this Promotion, to be acting in violation of these Terms and Conditions, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
26. No waiver- The Promoter's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
27. Modification of these Terms and Conditions, etc. The Promoter reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Promotion with or without prior notice or to amend or modify these Terms and Conditions at any time.
28. The Promoter accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Promotion, not being able to enter into the Promotion or accepting or not accepting any prize.
29. All information is correct at the time of publishing. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.

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30. Severability- Each of the provisions of these Terms and Conditions apply to the maximum extent permitted by applicable laws. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the rest of these Terms and Conditions will remain in effect and these Terms and Conditions will be amended to give effect to the eliminated provision to the maximum extent possible.
31. Laws - The Promotion shall be governed by and interpreted in accordance with the laws of Nigeria.

Promoter:  
GUINNESS NIGERIA PLC.,  
24, OBA AKRAN AVENUE, IKEJA, LAGOS



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