

TERMS AND CONDITIONS – LOYALTY SCHEME (“SCHEME”)

The Promoter

1. The Promoter is Marston's PLC (company number 31461) trading as Marston's Beer Company of Marston's House, Brewery Road, Wolverhampton WV1 4JT (the “Promoter” or “Marston's”).

The Scheme

2. Participation on the Scheme is by invitation and is only for the licensees of qualifying pub companies supplied by Marston's (“you” or “licensee”) – namely Punch Taverns, Enterprise Inns, Star Pubs & Bars, Admiral and Trust Inns (each a “Qualifying Pub Company”) in the United Kingdom (excluding Northern Ireland). Consent from the relevant Qualifying Pub Company may be required to participate.
3. You can join the Scheme from 01 April 2019 to and including 30 May 2019, and the Scheme will run for 12 months from the date you join, or as confirmed by Marston's (“Qualifying Period”).
4. To participate in the Scheme, all you have to do is permanently dedicate at least one handpump at your licensed premises (“Outlet”) for the purpose of dispensing Marston's own-brand cask ales (“Qualifying Product”) and purchase a minimum of two firkins of the Qualifying Product per week during the Qualifying Period from the range available to you, as communicated by your Marston's SDE. In return for your loyalty and participation in the Scheme, you will be provided with the following (subject to availability):
 - a) Point of sale (including glassware and permanent pump clips) to help you drive sales of the Qualifying Product at your Outlet;
 - b) Access to ABCQ1 training courses and other initiatives;
 - c) Each purchase of a Qualifying Product during the Qualifying Period will earn you one loyalty point (1 point for each firkin purchased) which can be exchanged for a promotional support package to suit you and your Outlet (to be approved in advance by your SDE) including branded parasols, clothing, brewery tours and specialist cellar and bar equipment. Full details of the support package available from your SDE; and
 - d) If you purchase 156 firkins of the Qualifying Product during the Qualifying Period for dispense at your Outlet, you will be automatically entered into a prize draw with a chance to win one of six visits to one of Marston's breweries for a brewery tour, meet and greet with a head brewer, including two nights' accommodation (“Brewers Choice Prize”).
5. In September 2019, your SDE will meet to discuss your actual purchase amount between 01 April 2019 (or, if later, the date you joined the Scheme) and 31 August 2019 and agree a forecast for the remainder of the Qualifying Period. Based on the actual and forecasted volume, your SDE will confirm your loyalty points and discuss and mutually agree an appropriate support package in exchange for the loyalty points you accrue.
6. Subject to availability, we will endeavour to deliver the agreed support package by October 2019. All support is subject to availability.

Scheme Rules

7. The Scheme is by invitation only.
8. Only cask purchases you make via your Qualifying Pub Company will accrue loyalty points. Any free of tie purchases (at any time) will be excluded. You acknowledge that we may have to obtain volume data and contact information from the Qualifying Pub Company to verify purchases and loyalty points and you hereby irrevocably consent to us obtaining that data about you and your Outlet. If we cannot obtain the necessary data, we reserve the right to cancel or suspend your participation on the Scheme.
9. The loyalty points allocated through the Scheme are personal to you and the Outlet. They cannot be transferred to any other person or redeemed at any other outlet. If you cease to operate the Outlet, or become free of tie, any accrued points will be cancelled.
10. Loyalty points can only be redeemed by you for the support package. They cannot be redeemed for cash or any other offer.
11. The support package provided is partially based on forecasted volume. You agree to use best endeavours to meet the forecasted volume and to otherwise comply with these terms. If at the end of the Qualifying Period the actual volume is less than the forecast, or you no longer operate the Outlet or stock the Qualifying Product, we reserve the right to re-possess the items provided as part of the support package.

The Prize Draw

12. The Brewers Choice Prize includes accommodation for 2 nights and a brewery tour.
13. After the end of the Qualifying Period, all qualifying Scheme participants will be entered into a prize draw and six winners will be selected at random (expected to take place in June 2020). The winner(s) will be contacted within 28 days of the draw. Unless otherwise agreed, the prize is non-transferable, non-refundable and no cash equivalent is available.

14. Whilst the Promoter will make every effort to honour the advertised prize(s), the Promoter reserves the right in its sole discretion to substitute any prize with an alternative of a similar value.
15. The brewery tour and accommodation each has associated terms and conditions for your safety and comfort which must be agreed to before booking.
16. Winners agree to be fully responsible for any personal or incidental expenses and/or tax liabilities incurred in claiming and using the prizes. In particular, food, drink and travel are not included.
17. The Promoter will take all reasonable steps to contact the winning entrants to arrange for the delivery of the prize, but if there is no response within 14 days, or the contact details are invalid, the Promoter reserves the right to (randomly) re-allocate the prize without liability to the first winner.
18. The Promoter will not be responsible for losses, failures or delays relating to circumstances beyond its reasonable control including (but not limited to) acts of God, war, adverse weather, strikes, disputes or the acts or defaults of third parties.
19. The Promoter will not be responsible for any damage, loss or injury to an entrant that is not reasonably foreseeable. The Promoter's responsibility for any damage, loss or injury to an entrant under these terms and conditions or otherwise in connection with the Scheme or the prize draw shall be limited to the value of the prize won by the entrant or the support package. Nothing in these terms and conditions will exclude that liability or any other liability, which it is not lawful to exclude.

Data Protection and Privacy

20. If you are the winner of the Brewers Choice Prize, you agree that the Promoter may use your name, image and town or county of residence to announce the winner and for any other reasonable purpose including any publicity.
21. By joining the Scheme, you also agree that any personal information provided by you may be held and used by the Promoter or its agents and suppliers to administer the Scheme and ensure compliance with these terms.

General

22. The decision of the Promoter is final and no correspondence will be entered into.
23. The name and county of the main prize winners can be obtained for up to 6 months following the closing date by sending a self-addressed envelope to the Promoter's address citing the name of the Scheme.
24. The Promoter reserves the right to cancel the Scheme and/or cancel any accrued loyalty points and/or recover any support package already provided (or equivalent value) if the Promoter has reasonable grounds for believing you are in breach of these conditions.
25. The Promoter reserves the right to amend these terms and conditions from time to time on written notice.
26. Participation in the Scheme is deemed acceptance of these terms and conditions and these terms and conditions shall not create any rights or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.
27. These terms and conditions are made under English law. Any dispute or claim that an entrant or the Promoter brings in relation to or in connection with these terms and conditions or the Scheme will be decided on the basis of English law by the English courts alone.
28. It is not the intention of this Scheme in any way to encourage people to consume excessive amounts of alcohol. The Promoter encourages responsible drinking.