

## **UK Full Terms & Conditions**

These Terms and Conditions are between you and Energizer Trading Limited located at Sword House, Totteridge Road, High Wycombe, HP13 6DG England (the “Promoter”) and will be treated as having final say in the event of any conflict or inconsistency with other communications, such as advertising or promotional materials. Plej Sp. z o.o. located at ul. Sielecka 35 00-738 Warszawa (the “Administrator”) will be administering this promotion (“Promotion”) on the Promoter’s behalf. PHL Group Ltd located at Dragon Works Ind Est, Henfaes Lane, Welshpool, SY21 7BE (the “Distributor”) will be delivering the Gifts on the Promoter’s behalf. Entry/claim instructions form part of the Terms and Conditions, and by participating, all claimants are considered to have accepted and be bound by the Terms and Conditions. Please keep a copy for your information. Universal Pictures, a division of Universal City Studios LLC, and its parents, subsidiaries, and affiliates, including without limitation Amblin Entertainment, Inc. and DreamWorks Animation L.L.C. (collectively, the “Universal Parties”) are not responsible for the administration of the Promotion, the collection of entries, or the fulfilment of gifts. You are providing information to Promoter and not to the Universal Parties. Any questions you have regarding the Promotion should be directed to Promoter and not the Universal Parties.

### **Eligibility**

This *Energizer*® Promotion is open to all residents of the United Kingdom, including Jersey, the Isle of Man and the Bailiwick of Guernsey, aged 18 or over, excluding employees of the Promoter and Administrator, the Universal Parties, its affiliates or agents, the immediate families of such employees and any other person connected with this Promotion. Energizer will not be responsible for any under-age entries.

1. Purchase is necessary. **Please retain an itemised receipt that states the time and date of purchase prior to claim, but within the Promotion Period, as this may be required for validation and in order for a consumer to claim their Gift.** Internet access is required.
2. **Promotion Period:** The Promotion is open from 00.01 BST on 1<sup>st</sup> October 2024 and closes at 23.59 GMT on 31<sup>st</sup> January 2025 or until all 2500 Gifts (as outlined in clause 8) have been claimed, whichever comes soonest.
3. **Entry Instructions:** This Promotion is exclusive to customers who:
  - Purchase any *Energizer*® batteries, battery chargers or flashlights within the Promotion Period.
  - Visit [energizerpromo.com](https://energizerpromo.com) and navigate to the Energizer x Jurassic World: Chaos Theory page (the “Energizer Promotional Page”), and enter their product barcode, full name, email address, residential address and contact number.
  - Customers will receive an email to the address provided, asking them for verification by clicking a link.

- Having clicked on the link in their email and once verified, customers will receive an email confirming that they will be receiving their Jurassic World Mattel Toy (“Gift”) within 90 days.
4. Recipients must allow up to 90 days for delivery of their Gift to the address provided, although the promoter will endeavour to send Gifts out within 28 days of a valid claim. In the unlikely event that a Gift doesn’t arrive within 90 days of a valid claim, recipients will have a further 28 days to inform the Promoter by emailing [support@jwct.energizerpromo.com](mailto:support@jwct.energizerpromo.com). If a recipient does not inform the Promoter within this time frame, the Promoter will reserve the right to not reissue the Gift.
  5. If the customer experiences any issues whilst using the Promotional Page, please contact customer services at [support@jwct.energizerpromo.com](mailto:support@jwct.energizerpromo.com).
  6. Purchase of licenced *Energizer*® products are not eligible for entry. These include automotive/marine batteries, USB chargers and power banks.
  7. All Promotion claims received after the Closing Date are automatically invalid.
  8. **The Gift:** The first 2500 customers who correctly follow the entry instructions will receive a Jurassic World Mattel Toy (“Gift”).
  9. **Further Gift Details:**
    - a. Gifts will be randomly allocated. There will be 4 different Gifts available:
      - i. Ceratosaurus: 7.77 x 32.72 x 12.29 cm; 360 g
      - ii. Parasaurolophus: 7.11 x 28.58 x 13 cm; 330 g
      - iii. Pachyrhinosaurus: 7.37 x 28.32 x 13.26 cm; 400 g
      - iv. Majungasaurus: 7.62 x 32.77 x 13.23 cm; 380 g
    - b. The Promoter is not liable for any Gifts once distributed/dispatched to a Recipient and the Promoter will not be responsible for any Gifts not received, broken or lost in transit.
    - c. It is the responsibility of the entrant to provide their correct, up-to-date details when entering the Promotion in order for their Gift to be sent via email. The Promoter cannot be held responsible for Recipients failing to supply accurate information which affects delivery of the Gift.
    - d. By participating in the Promotion, entrants agree that the Gift is provided on an "as is" basis, and that the Promoter makes no representations or warranties of any nature with respect to the Gift.
    - e. Any pictures depicting the Gifts on any media including press advertisements, posters or TV commercials are indicative only and the actual Gifts may vary from the depictions. The Promotion does not constitute an endorsement or recommendation of the products or services being offered as Gifts.
    - f. The Promoter is not liable for third party products and the Gifts are subject to the Gift manufacturer’s terms and conditions.
  10. Maximum of 1 claim is permitted per product purchased, with a maximum of 1 claim/Gift permitted per household throughout the Promotion Period. One itemised receipt per claim must state the time and date of purchase, which must pre-date the

claim date and time, but be within the Promotion Period. Offer is only available whilst stocks of the Gift last.

11. Providing your personal data is voluntary, but necessary, to participate in the Promotion. The Promoter is the data controller and has appointed the Administrator to be the data processor. Your personal data will be processed based on the legitimate interests of the Promoter (a) for no longer than is necessary to conduct the Promotion and (b) after the Promotion, only to defend against possible claims of participants, or to comply with legal obligations, relating to the Promotion. By participating in the Promotion, you will receive emails from the Administrator in confirmation of your claim and about the Promotion. If you are entitled to a Gift, the Administrator will use your personal data to deliver it. You have the right to access, rectify, transfer, and delete your personal data and to object to or limit the processing of your personal data. The Promoter does not intend to transfer your personal data to third countries. To learn more about your rights and how to exercise them, including by contacting the Promoter, please visit the Promoter's privacy policy, available through [www.energizergrouplegal.com](http://www.energizergrouplegal.com) explains how the Promoter protects your personal information, your rights for controlling your personal information, and how to contact the Promoter to exercise your rights.

## **General**

12. It is a condition of the Promotion that the entrant agrees to be bound by these rules, and in particular that the decisions of the Promoter on any matters whatsoever arising out of or connected with the Promotion are final.
13. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you participate in a way that is not consistent with these Terms & Conditions, your claims (and any of your associated aliases) will be disqualified. Any Gift awarded may be void and recoverable, and the Promoter reserves the right to bar you from participating in future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:
  - a. Verify the eligibility of participants by requesting such information it considers reasonably necessary for this purpose. Gift may be withheld until verification is completed.
  - b. Disqualify entries that are not made directly by the individual participating in the Promotion.
  - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.

- d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
  - e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
  - f. Disqualify participants who tamper with the claim process.
  - g. Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
14. The Gifts are non-transferable. There are no alternatives to the Gift offered. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the Gift for an alternative of equal or greater value.
15. This promotion is in no way sponsored by Universal City Studios LLC, Amblin Entertainment, Inc. or DreamWorks Animation LLC. Jurassic World Franchise © 2021-2024 Universal City Studios LLC and Amblin Entertainment, Inc. TV Series © DreamWorks Animation LLC. Jurassic World Chaos Theory rated TV-PG. © 2024 Mattel ("entities"). All Rights Reserved. By entering you are providing your information to the Promoter and not to these entities. The entities are not responsible for any element of this Promotion.
16. The Promoter will do all that it reasonably can to ensure that the Energizer Promotional Page is functioning correctly throughout the Promotion Period. However, the Promoter will not accept responsibility for Promotion entries or claims that are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any delivery, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to the Energizer Promotional Page.
17. In entering the Promotion, the participant confirms that they are eligible to do so and eligible to claim the Gift. The Promoter reserves the right to verify the eligibility of entrants including but not limited to requiring proof of an entrant's identity, age, place of residence and/or that they are not employed by the Promoter or its Agent (which must be provided within 14 days). The Promoter reserves the right, in its sole discretion, to refuse to award the Gift, withdraw Gift entitlement and/or refuse further participation in the Promotion and disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions or any instructions forming part of this Promotion's entry requirements, corrupted or affected the administration, security or integrity of the Promotion, tampered with the entry process, engaged in any unlawful or other improper misconduct calculated to

jeopardise fair and proper conduct of the Promotion or otherwise gained unfair advantage in participating in the Promotion or won using fraudulent means. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Promoter is satisfied with the verification. The Promoter will be the final arbiter in any decisions, and these will be binding.

18. This Promotion and these Terms and Conditions are governed by English Law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England and Wales. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by judicial arbitration and mediation services, inc., in accordance with its streamlined arbitration rules and procedures or subsequent versions thereof (“jams rules”). The jams rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in the United Kingdom. All proceedings brought pursuant to this paragraph will be conducted in the United Kingdom. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney’s fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.
19. The Promoter, the Universal Parties and each of their respective associated agencies and companies are not liable for any 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 this Promotion or accepting or using a Gift, except for any liability which cannot be excluded by law. Nothing will exclude the Promotor’s liability for death or personal injury as a result of its negligence. In no event will the universal parties be liable for any direct, special, incidental, exemplary, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with participation in the promotion, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not such party has been advised of the possibility of such loss or damage. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to all entrants.
20. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could corrupt or affect the proper operation of this Promotion or the awarding of Gifts, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel, suspend or amend the Promotion or these Terms and Conditions, at any stage, but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.

21. The Promoter, DreamWorks Animation LLC, Universal City Studios LLC, Amblin Entertainment, Inc, Jurassic World Franchise © 2021-2024, Mattel and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, assigns and successors-in-interest will not be liable for any failure to comply with its obligations or any delay in performing its obligations within these terms and conditions if an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God, or any other circumstances beyond the reasonable control of the Promoter.
22. A claim must be made directly by the individual participating the Promotion. Bulk claims from trade, consumer groups or third parties will not be accepted. Incomplete or illegible claims and claims submitted by macros or other automated means together with claims which do not satisfy the requirements of these Terms & Conditions in full will be disqualified and will not be counted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that participant's claims in a way that is not consistent with the rules of the Promotion, that participant's entries will be disqualified and any Gift awarded will be void. Participants are not permitted to enter using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
23. If any part/s of these Terms & Conditions should be determined to be illegal or are legally ruled to be invalid or otherwise unenforceable then the remainder will not be affected and will continue in full force and effect.
24. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

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