

TAKE YOUR SHOT!
WIN A TRIP TO UTAH
COURTESY OF DASANI/MINUTE MAID/POWERADE

Terms and Conditions

Start Date: November 28th, 2022

End Date: January 20th, 2023

Duration: 8 weeks

Announcement: January 27th, 2023

These Frequently Asked Questions (“FAQs”) and Terms and Conditions (the “Terms”) apply to you and govern your participation in the Promotion. You should read these FAQs and Terms carefully before participating.

“We” or “us” means I.M.C International Media Content, a company registered under the laws of St Lucia with registered offices at PO Box BW400, Baywalk Mall, Rodney Bay Castries, St. Lucia References to “we”, “our” and “us” in these Terms also includes our subsidiaries most specifically SportsMax Limited (SportsMax TV) and affiliates (“Affiliates”) from time to time.

“I” or “You” means the person participating in the Promotion (and “my” and “your” shall have the same meaning).

By participating in the Promotion, you agree to be bound by these Terms. If you do not agree to or accept any of these Terms, you should stop participating in the Promotion immediately.

These Terms of Use and Privacy Policy can be accessed via the SportsMax website.

If you do not agree to or accept any of these Terms, or if you are under the age of eighteen (18) you should not participate in the Promotion.

1. What is the “TAKE YOUR SHOT”? (“Promotion”)

This Promotion offers a chance to win a trip for two (2) persons to attend the 2022/2023 ALL STAR Weekend in Utah, United States of America. The participants of this Promotion should watch NBA games on any SportsMax channel (SportsMax or SportsMax2) via CABLE TELEVISION and the SPORTSMAX APP for more information which will be displayed via a QR code.

In order to enter the Promotion, participants MUST purchase any 6 pack of Dasani Flavoured Water, Minute Maid Fruit Coolers OR Powerade and upload your receipt to URL: cbttl-takeyourshot.com for a chance to win the prize.

Each receipt uploaded to the URL will count as one entry. Entering multiple times will increase your chance to win. There is no limit as to the number of entries a participant may make for this Promotion.

Participants MUST follow SportsMax and Caribbean Bottlers on social media to be eligible. Social media means (Facebook, Instagram and Twitter)

2. When does the Promotion start and end?

The Promotion is valid from November 28th , 2022 to January 20th , 2023 (the “Promotional Period”).

3. How do I Participate in the Promotion?

Follow these steps to participate in the Promotion:

Step 1: Watch the NBA games during the Promotional Period on any SportsMax channel or on the APP

Step 2: Participants must purchase any 6pack of the applicable brands (Dasani Flavoured Water, Minute Maid Fruit Coolers or Powerade as stated in item 1 above)

Step 3: Participants must upload your receipt to URL: cbttl-takeyourshot.com in order to create a valid entry for this Promotion.

Step 4: The winner will be selected in a random draw LIVE on the SportsMax Zone on 27th January, 2023.

4. Who can participate in this Promotion?

You may participate in the Promotion if you are an active SportsMax viewer residing in Trinidad & Tobago:

Exclusions

The following persons may not participate in the Promotion:

- a. Winners from the SportsMax “Take Your Shot2022” Promotion;
- b. Any person who, at any time on or after April 1st, 2022, was or is a director, officer, employee, or agent of SportsMax Limited or any of their respective parents, subsidiaries, divisions, or affiliated companies, franchisees or service agencies, independent contractors or suppliers of services to SportsMax Limited;
- c. Any person who, at any time on or after April 1st, 2022, was or is a director, officer, employee, or agent of Caribbean Bottlers Limited or any of their respective parents, subsidiaries, divisions, or affiliated companies, franchisees or service agencies, independent contractors or suppliers of services to Caribbean Bottlers Limited;
- d. Families of employees;
- e. Employees and families of employees of any company associated with this Promotion;
- f. Persons under the age of eighteen (18); and
- g. Any person who does not reside in Trinidad & Tobago.

5. What kind of prize can I win and when?

The prize to be awarded, based on the competition, as follows:

Position	Prize
Winner of random draw	<p>The prize to attend the 2023 NBA All Star Weekend (Team LeBron vs Team Durant) in Utah, U.S.A. on 19th February, 2023 (“the Event”) will be limited to the following:-</p> <ul style="list-style-type: none">➤ Two (2) round trip economy class tickets with an airline/s to be selected by SportsMax Limited for the winner and one selected companion;➤ Two (2) general tickets to the Event for the winner and one selected companion;➤ Hotel accommodation for the winner and one selected companion for two (2) nights at a hotel to be selected by SportsMax Limited;➤ Ground transportation costs to and from the selected hotel and the airport as well as ground transportation costs to and from the hotel to the venue of the Event for the winner and their selected companion; and➤ A stipend of \$60.00U.S. per person for each day.

	<p>The total value of the prize will not exceed (USD10,000).</p> <p>Draw date of the winner of the prize:- January 27th, 2023.</p>

6. How and when will the winner be selected and announced?

The person who is randomly selected will win the grand prize. The winner will be announced on **January 27, 2023** on the SportsMax Zone and the SportsMax & Caribbean Bottlers social media platforms, that is Instagram, Twitter and Facebook.

7. How many times can I enter “TAKE YOUR SHOT!” promotion?

There is NO maximum number of entries per Eligible Customer. Customers can enter as many times as possible but one customer who enters with the purchase of one (1) 6pk of any of the stated products during the promotional period will be eligible.

8. What do I need to know if I win?

- a. If you win, SportsMax/Caribbean Bottlers will contact you via your contact information which you should include with each entry.
- b. A maximum of three (3) attempts will be made to call you within a period of twenty-four (24) hours.
- c. If you do not answer any of our calls, you will forfeit your prize and we will move to our Alternate winners of which five will be drawn (these will be drawn on the day of the drawn after the winner is drawn/chosen)
- d. The above process will be repeated off air until a winner is identified by answering their phone.
- e. During the telephone call, our SportsMax Limited representative will advise you how to redeem your prize.
- f. You will be required to provide government-issued identification. If you are under the age of eighteen (18) years, you CANNOT participate in this promotion
- g. You agree that if you are a winner, you will permit photographs of you to be taken and for your image, likeness and name (your “Likeness”) to be used for public relations and marketing purposes free of cost, including the publishing of your Likeness on social media, mainstream media, the App and other platforms that we may choose. If you refuse to do so, you acknowledge that this will result in forfeiture of your right to claim the prize. If you are under the age of eighteen (18) years, you are not allowed to participate.
- h. You must be eligible to travel, which means valid and up to date documentation for the purpose of travel to the USA, fully vaccinated to be granted entry to all NBA activities and without any criminal record.
- i. All terms and conditions are applicable to the winner’s guest
- j. If you choose to take a guest that is under the age of 18 years old but equal to or older than age 12, legal guardianship of your guest should be produced and all of the above terms and conditions becomes applicable to your guest.

The winner and their travel companion of choice will be solely responsible for the following:-

- ✓ All associated costs and arrangements for COVID-19 testing protocols (where applicable) including but not limited to Polymerase Chain Reaction (“PCR”) tests as well as antigen tests that may be required for exiting and/or entering Trinidad as well as the U.S.A.
- ✓ All associated costs and arrangements for complying with any quarantine protocols and procedures (where applicable) that may be required for exiting and/or entering Trinidad as well as the U.S.A.
- ✓ All associated additional costs and arrangements for baggage, luggage and/or carry-ons as well as meal and/or beverage options provided by the selected airline/s.
- ✓ All associated costs and arrangements for obtaining and complying with any visa entry requirements or other immigration requirements as the case may be, as it relates to entering and/or exiting Trinidad as well as the U.S.A.
- ✓ All associated costs and arrangements in relation to government taxes implemented for entering and/or exiting Trinidad as well as the U.S.A.
- ✓ All associated arrangements and compliance procedures in relation to all stipulated vaccination policies of Trinidad and Tobago and the U.S.A. as may be required by law.

- ✓ All associated costs and arrangements for any other travel companions beyond the one (1) travel companion mentioned herein will be at the sole cost of the winner and will not be the responsibility of SportsMax Limited.

- In the event that you and your travel companion are denied entry into the U.S.A. for whatever reason, SportsMax Limited will not be liable.
- SportsMax Limited shall not be responsible for the winner and his/her companion's stay beyond the designated return date. Every cost associated with any extended stay will be at the winner's cost.
- The prize is for one (1) winner and one (1) companion. An additional person will be considered out of scope and shall be at the sole cost of the winner and not the responsibility of SportsMax Limited.
- SportsMax Limited shall not be liable whatsoever for any loss or damage incurred or suffered, death or personal injury suffered or sustained, or costs incurred, arising from the claiming of or use of this prize.

Additional Terms and Conditions

- A. This Promotion is offered for your personal use and not for commercial use and you agree not to sell any prizes redeemed through this Promotion.
- B. By posting a photograph to a social media platform in an attempt to participate in the Promotion, you represent that it is your original photograph and that it did not originate from anywhere else or from anyone else, and that it was not altered in any way before being uploaded.
- C. Upon accepting a prize, you will be responsible for reading and accepting any terms and conditions that may be associated with that prize. Participants acknowledge that compliance with these terms and conditions including all eligibility requirements is a necessary pre-condition to any of the prizes being awarded to them. For removal of all doubt, participants who have not complied with these terms and conditions are subject to disqualification.
- D. The winner may be required to provide SportsMax Limited with proof that he/she is an authorised subscriber to the SportsMax Channel before the prize is given to him/her.
- E. The winner shall be fully responsible for the payment of all taxes, duties or statutory deductions in relation to the prizes awarded for this Promotion.

- F. SportsMax Limited makes no representations or warranties as to the working condition of any tangible prize. The warranty information provided by the manufacturer of the prize will apply. Please contact the manufacturer of the prize for more information on the warranty of your prize.
- G. You are required to use a compatible device to participate in the social media aspects and the Promotion. A compatible device is any Android (OS 5.0 or higher) or Apple (iOS 11 or higher) device or any device that offers a clear picture of the entire television screen and the captured gem.
- H. We reserve the right to disqualify you or terminate this offer if, in our sole opinion, the Promotion is being abused, such abuse to include but not be limited to selling or attempts to sell the prizes, whether on a commercial basis or otherwise, general abuse deemed as an attempt to undermine the integrity of our services.
- I. We reserve the right to modify, extend or discontinue (permanently or temporarily), this Promotion being offered to you, at our discretion.
- J. You are solely responsible for all associated fees and costs incurred by you for claiming and collection of prizes and for connectivity and data usage in relation to your use of the social media applications.
- K. If a prize is unavailable, we may, at our discretion, substitute the prize with an alternative prize of equal value and/or specification.
- L. We reserve the right to award any forfeited prize to the next qualifying participant in order how they are randomly drawn.
- M. Prizes are not exchangeable and are not redeemable for cash.
- N. Any attempt by an entrant or other individual to deliberately undermine the legitimate operation of this Promotion, including but not limited to any fraudulent claims, may be a violation of criminal and/or civil laws in the countries where this Promotion is being run. Should such an attempt be made, SportsMax Limited reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution.
- O. We reserve the right to, at any time, with or without notice, vary or cancel the terms and conditions of this Promotion. In the event of us giving notice to you of any such changes to or cancellation of the Promotion, it shall suffice for us to give you notice via telephone calls to your handset/device or to post such notification on the SportsMax/Caribbean Bottlers Social Media platforms or website. Any such notification shall be effective immediately or as of the date referred to in such notifications.
- P. Any personal data relating to you will be used solely for the purposes of this Promotion by SportsMax Limited/Caribbean Bottlers and/or by any agent appointed by us to assist with running the Promotion on our behalf and will not be disclosed to a third party for any other purpose without your prior consent. By entering this Promotion, you consent to the use of your personal data by SportsMax Limited and/or any agent appointed by it to assist with running the Promotion for the purposes of administration of the Promotion (including publishing your full name and county and/or disclosing it to third parties on request if you are selected) and any other purposes to which you

have consented.

- Q. All entrants agree to take part in any promotional, marketing or publicity activities or events reasonably requested by SportsMax Limited. By participating in the Promotion, entrants consent to the use of their name, likeness, image, photograph for any and all programming and/or publicity or advertising purposes, commercial or otherwise, in all media and formats used by SportsMax Limited, its agencies or its affiliates, without further compensation, throughout the entire world in perpetuity. If a winner refuses to do so, they forfeit their right to claim a prize.

- R. Except in the event of its negligence, neither SportsMax Limited, Caribbean Bottlers, nor any other person or party associated with the Promotion, their associated companies, affiliates, agents, contractors and sponsors or any of its personnel involved in the Promotion, shall be liable whatsoever for any loss or damage incurred or suffered, death or personal injury suffered or sustained, or costs incurred, arising from either participation in the Promotion, from claiming or collecting any prize or from attending the event in which the prize is for.

- S. For customer support, or to report a problem or send us your feedback, please contact our marketing & digital department at 876-619-7629 (SportsMax Limited offices) or via our Twitter, Facebook and IG pages.