

GV Amber Arcade Website Terms of Use

Please read the terms of this policy carefully before using the site.

This site is only intended for use by tobacco traders. It is not accessible to consumers.

The site is intended to be used by tobacco traders to participate in a range of interactive games, articles, videos and quizzes in relation to the launch of the new GV Amber Blend.

What's in these terms and conditions?

1 Terms and conditions

1.1 This website is provided by Imperial Tobacco Limited (“Imperial”) for use by tobacco traders who are UK residents aged 18 or over (“Participants”). By continuing to use this site you are confirming that you are a tobacco trader who is a UK resident at least 18 years of age, and you accept the terms and conditions outlined below. If you do not meet the criteria, or do not accept these terms and conditions, you must leave this website immediately.

1.2 These terms and conditions supplement the terms and conditions that govern Imperial Tobacco website, and the main terms and conditions that apply to all Imperial Tobacco Limited websites.

2 Where to contact us

If you have any queries or complaints, please contact: info@gvamberarcadeni.com

3 Ownership of material and license terms

This website and the materials on it are protected by copyright, trademark and other intellectual property rights and laws throughout the world, and are owned by, or are licensed to, Imperial Tobacco Limited and/or third parties.

4 Prohibited uses

4.1 You may not use this website:

4.1.1 In any way that breaches applicable law or regulation;

4.1.2 For commercial exploitation without our prior written consent;

4.1.3 For any purpose or in any manner that may give a false or misleading impression of us, our staff or our services;

4.1.4 To access, upload or transit:

- any material that is defamatory, offensive, obscene or otherwise unlawful, or which may cause offence or distress or which may affect or infringe the rights of any other person; or

- any device, software, file or mechanism which may interfere with the proper operation of this website or our systems;

4.1.5 To alter or remove any of the content or any part of this website without our prior written consent;

4.1.6 To change or delete any copyright, trademark or proprietary notices;

4.1.7 To interfere with or disrupt this website or our service; or

4.1.8 Encourage or permit others to do any of the above.

5 Interactive Services

5.1 We may provide interactive services on this website including, without limitation, video facilities, articles and activities requiring you to contribute a response, such as games or quizzes. We are under no obligation to oversee, monitor or moderate any interactive service we provide on this website, and we expressly exclude our liability for any loss or damage arising from, the use of any interactive service by a user in contravention of these terms and conditions.

5.2 You must not:

- Access the interactive services using false personal or trade details;
- Misrepresent your role or your employer; or
- Share your password or account details with any other user.

5.3 If any information you contribute is protected by copyright, trademark or other intellectual property rights, you give us permission to use such content in connection with the interactive services.

6 Prize Machine

6.1 Participants are entitled to one play on game and quizzes machine with the relevant number of scratchcard/s associated to that game. Games can be played by accessing the GV Amber Arcade Website and some may require to understand the product features outlined on the home page.

6.2 Prizes are won only if the scratchcard/s relative to the game played contains a prize. Participants will be immediately notified by the scratchcard if a Prize has been won.

6.3 The Prizes available as part of the game are as follows:

- Apple iPhone 14, iOS, 6.1", 5G, SIM Free, 128GB (x1 Available);
- Apple AirPods with Lightning Charging Case (3rd Generation) (x2 Available);
- JBL Flip 6 Bluetooth Waterproof Portable Speaker, (x2 Available);
- Smart TV, 50 inch with TVPlus (x1 Available);
- Amazon Echo Pop Smart Speaker with Alexa (x10 Available)
- £10 Digital Amazon Vouchers (x200 Available);

6.4 Winning Participants will not have to claim their Prize. Prizes will be automatically delivered to the Participant's registered store associated with their account. Imperial endeavour to deliver prizes within 30 days.

6.5 There is no limit to the number of Prizes that a Participant can win.

6.6 No cash alternative for any of the Prizes awarded are available. All Prizes are nontransferable and non-refundable. In the event of unforeseeable circumstances, Imperial reserves the right to offer alternative Prizes.

6.7 Some Prizes may be considered a taxable benefit in kind and may therefore be subject to tax. Any tax or other charges payable as a result of a Prize being given to the Participant will be the responsibility of the receiving Participant. Winning Participants should seek independent financial advice prior to accepting a Prize if this is a concern.

6.8 Prizes can be won until 17 of November 2024 (the "Closing Date").

6.9 Imperial reserves the right to withdraw, void, modify or suspend the Competition at any time prior to the Closing Date where it becomes necessary to do so.

7 Liability

7.1 We shall not be liable for any loss or damage in contract, negligence or otherwise in respect of:

- 7.1.1 The materials provided or available to you on or through this website;
- 7.1.2 Any internet transmissions you send to us;

7.1.3 Any websites owned and controlled by third parties and Imperial Tobacco Limited that we may, from time to time, provide links to from this website; or

7.1.4 Any loss or damage (or increase in loss or damage) resulting from a breach by you of these terms and conditions,

provided that nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by our negligence.

8 Website availability

This website is provided free of charge and we make no guarantee that it will be uninterrupted or error free. We reserve the right to modify, suspend or withdraw the whole or any part of the website or any of its content at any time without notice and without incurring any liability.

9 Disclaimer

Imperial Tobacco Limited does not warrant or proclaim that the material on this website is accurate, complete or current and we reserve the right to change such information at any time. Nothing contained in this website should be construed as legal, financial or professional advice.

10 Breach of these terms and conditions

If you do not comply with these terms and conditions, we may take such action as we deem appropriate, including suspending or terminating your access to this website and informing your employer.

11 Third party rights

Nothing in these terms and conditions is intended to, nor shall it confer a benefit on, any third party under the Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to these terms and conditions has no right to enforce them.

12 Governing law

These terms and conditions are subject to the laws of England and Wales and each of us hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.

13 General

We reserve the right to change these terms and conditions at any time. When a new version of these terms and conditions is posted on this website, it will take effect immediately. By using this website after the new terms and conditions come into effect, you indicate your agreement to be bound by the new terms and conditions.