

## **TERMS AND CONDITIONS - VELO X McLAREN FORMULA 1 TEAM ® LIVE YOUR FANDOM 2026-2027 COMPETITION**

These terms govern the VELO x McLaren Mastercard Formula 1® Team Live Your Fandom Competition (the “Promotion”) (the “Terms”).

1. The Promoter is Nicoventures Trading Limited t/a (company no. 06665343) whose registered office is at Globe House, 1 Water Street, London, WC2R 3LA (“Promoter” or “NVT”). By entering this Promotion, you are agreeing to be bound by these Terms.
2. The Promotion is open only to persons who: (i) are aged 25 or over; (ii) are current nicotine users; (iii) are acting in their personal capacity; and (iv) are resident in a jurisdiction in which participation in the Promotion and receipt of the Prize are lawful and feasible. The Promoter may require entrants to provide evidence of eligibility at any time.
3. The following individuals are not eligible to participate in this Promotion:
  - (a) employees of NVT or of any British American Tobacco plc group company; or
  - (b) employees and their immediate families of McLaren Racing (McLaren Racing Limited, McLaren Technology Centre, Chertsey Road, Woking, Surrey, United Kingdom, GU21 4YH) and of their affiliated companies or agents; or
  - (c) employees or any other persons involved or assisting with this competition or otherwise professionally connected with the Promotion or its administration (including but not limited to, any person responsible for redemption of prizes or for supplying prizes for the Promotion).
4. The Promotion opens at 08:00 GMT on 21.07.2026 and closes at 23.59 GMT on 01.02.2027 (the “Period”). Winners will be selected in accordance with the process described in paragraph 9.
5. To enter the Promotion, eligible entrants must:
  - comment with a description of their VELO x McLaren Mastercard Formula 1® Team Dream Fan Experience (“Dream Fan Experience”) under any VELO Live Your Fandom 2026 post on the @velo.global Instagram page.
6. The Promotion is limited to one (1) entry per person and no purchase is necessary. Multiple entries, entries submitted through multiple accounts, entries submitted on behalf of another person, and entries made using automated, bulk or fraudulent methods, including computer macros, scripts, bots, automated devices or processes, are not permitted and will be disqualified. Each entrant must use a genuine Instagram account controlled by that entrant and must keep the relevant entry visible until winner selection and verification are complete.
7. The prize is the fulfilment of a Dream Fan Experience selected by the Promoter from eligible entries (the “Prize”). The number of winners and Prizes will be determined by the Promoter and/or its appointed agents in its discretion, considering the quality, feasibility, safety, legality, and practical deliverability of the eligible entries received. The Promoter reserves the right not to award a Prize where no eligible entry meets the judging criteria or where fulfilment would not be feasible, safe or lawful.
8. There is no cash alternative and the Prize is not transferable or exchangeable. The Promoter does not guarantee that the Dream Fan Experience will be fulfilled exactly as described by the winner. The Promoter reserves the right to adapt, modify, substitute or decline any Dream Fan Experience, in whole or in part, where the Promoter considers this necessary for legal, regulatory, safety, operational, brand protection, budgetary, logistical or reputational reasons.
9. Entries for the Promotion must be received by no later than the end of the Period. Entries made outside the Period will not be accepted. This Promotion is a judged competition and not a prize draw. Eligible entries will be assessed by the Promoter and/or its appointed agents against the following

criteria: originality and creativity of the Dream Fan Experience idea; clarity and quality of the response; feasibility and deliverability; and compliance with these Terms and applicable laws. The Promoter's decision is final and binding, and no correspondence will be entered into except where required by law.

10. The Promoter reserves the right to validate any entry or claim and may ask for proof of identity, residence, age, nicotine-user status and/or account ownership at any point. The Promoter may also ask entrants for further information about their Dream Fan Experience by replying to their comment and asking the entrant to contact @velo.global by direct message on Instagram. Entrants who wish to proceed further in this Promotion must contact @velo.global within 48 hours of being asked to do so.

11. Where identical or substantially similar Dream Fan Experience ideas are submitted by more than one (1) entrant and that idea is selected by the Promoter, the winning entrant will be the eligible entrant who submitted the relevant idea first, as determined by the Promoter by reference to Instagram timestamps and/or the Promoter's records. If that entrant is ineligible, cannot be verified, fails to respond, refuses or is unable to accept the Prize, or is otherwise disqualified, the Promoter may select another eligible entrant with the same or a substantially similar idea but is not obliged to do so.

12. The winners will be selected by the Promoter on an ongoing basis and no later than 01.03.2027. Winners will be notified by direct message from the official @velo.global Instagram account only. Entrants who have entered the Promotion and have not won a Prize will not be notified. The Promoter is not responsible for communications from fake, unauthorised or impersonator accounts.

13. Winners must confirm acceptance of the Prize within 48 hours of notification, provide all information and documents reasonably requested by the Promoter, and sign any releases, permissions or other documentation reasonably required to verify eligibility and facilitate fulfilment of the Prize. Failure to do so may result in forfeiture of the Prize. Certain Dream Fan Experiences may inherently involve participation in filming, photography, publicity or promotional activities. Where this is the case, winners will be informed of this requirement before accepting the Prize and may be required to sign additional consents, releases or permissions necessary to enable the Promoter to document, record and publicise the relevant Dream Fan Experience.

14. The Promoter reserves the right to review, edit, alter, remove or disqualify any entry in its sole discretion where the entry does not comply with these Terms, appears to be fraudulent, misleading, copied, plagiarised, AI-generated without meaningful human input, offensive, unlawful, defamatory, obscene, brand-damaging, based on misconduct, submitted in bad faith, generated by automated means, or otherwise likely to harm the Promoter, McLaren Racing, Instagram users or the integrity of the Promotion. The Promoter accepts no liability for any delays to or prevention of an entrant from participating in the Promotion as a result of exercising its rights to validate identity, address, age or eligibility.

15. The Promoter reserves the right to withdraw the Prize from any qualifying entry in the event of any of the following circumstances (as applicable):

- a. If the Entrant does not provide the required information to the Promoter within 48 hours of notification;
- b. if the Entrant does not confirm acceptance of the Prize within 48 hours of notification;
- c. if the Entrant is unable to attend or participate in the fulfilment of the Dream Fan Experience for any reason, including illness, unavailability, failure to travel, or failure to comply with any reasonable instructions or safety requirements; or
- d. if the Entrant does not provide proof of age, residence, identity or is otherwise ineligible under these Terms.

16. In the event of any such withdrawal, the Promoter reserves the right to select a replacement qualifying entry in accordance with the judging process set out in clause 9 above but is not obliged to do so.

17. The Promoter reserves the right to amend, terminate or temporarily suspend each competition or the Promotion if, in its absolute discretion, it considers it necessary to do so. The Promoter shall not exercise this right unreasonably.

18. No responsibility will be accepted by the Promoter for incomplete, invalid or illegible entries and these will be declared void in the sole discretion of the Promoter.

19. By entering this Promotion, an entrant is granting the Promoter (its assignees, licensees and any third party acting on its behalf) the unrestricted right to use, publish, edit, reproduce, disclose or otherwise exploit the comment(s) the entrant left (including their profile name and profile picture) under the post on the @velo.global Instagram page, throughout the world in any and all media, without payment or other form of consideration or acknowledgement.

20. The Promoter will not be liable for any internet or mobile connection or other charges incurred in entering the competition or in a winner enjoying the Prize. If using a computer or any other device and/or internet-access which is not owned or paid for by the entrant, the entrant is reminded to get the owner's permission before entering. No responsibility will be accepted for any technical or other difficulties in entering or any entries delayed or corrupted.

21. Insofar as is permitted by law, the Promoter will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, or damage occurring as a result of taking up the Prize. Your statutory rights are not affected.

Attachment:

Appendix 1. Privacy notice

## **Appendix 1**

### **PRIVACY NOTICE**

#### **1. Introduction**

At BAT we are committed to protecting your privacy. We will ensure that the information you submit to us throughout your participation in the VELO x McLaren Mastercard Formula 1® Team Live Your Fandom Competition (the "Promotion") is only used for the purposes set out in this Privacy Notice.

Please read this document carefully as it sets out what we do with your personal data, and how we comply with our legal obligations to you in doing so. This Privacy Notice applies to all individuals who participate in the Promotion.

For the purpose of this Privacy Notice and Applicable Data Protection Legislation (including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018, the relevant data controller responsible for your data is Nicoventures Trading Limited ("BAT", "us" or "we").

If you need or want to get in touch with us, we have provided general contact details in the "How to Contact Us" section of this Privacy Notice.

We may amend this Privacy Notice from time to time. The most current version will be made available with the Promotion Terms and Conditions and/or through the channels used to promote the Promotion.

If you are dissatisfied with any aspect of our Privacy Notice, you may have legal rights which we have described below where relevant.

#### **2. Information We Collect About You**

Depending on the relevant circumstances and applicable local laws and requirements, we collect some or all of the information listed below for the reasons which we describe in this Privacy Notice when you enter the Promotion:

- Instagram name;
- Name;
- Date of birth;
- Postal Address;
- Telephone Number;
- Email address;
- Information and documentation required for age verification, which may include government-issued identification documents;
- Where required for prize fulfilment, travel, accommodation or attendance at an event, passport details and other travel-related information relating to the winner and any permitted guest;
- Where relevant to the particular Dream Fan Experience, photographs, video recordings and other content featuring the winner and any permitted guest; and
- Information contained within Promotion entries, including descriptions of Dream Fan Experiences submitted as part of the Promotion.

Some of the personal data we collect from you are required to enable us to fulfil our duties to you or to others. For example, to provide you with information about the Promotion, we need your contact details.

Depending on the type of personal data in question and the grounds on which we may be processing it, should you decline to provide us with such data, we may not be able to continue our relationship. For example, this Promotion is open to entrants aged 25 or over. The winner of the Promotion will be contacted via direct message on Instagram, during which we will ask the winner to confirm that they are aged 25 or over. If you do not confirm to us that you are 25 or over, you will not be able to participate in the Promotion.

### **3. How We Collect Your Personal Data**

#### **Personal data you give to us**

The majority of the data we hold about you will be collected from you if you participate in the Promotion and, where relevant, if you are contacted as part of eligibility verification, assessment of your Dream Fan Experience or prize fulfilment activities. Additional information may be collected from shortlisted entrants, winners and any permitted guests via direct message on Instagram in order to verify eligibility, administer the Promotion and arrange fulfilment of the relevant Dream Fan Experience. Depending on the nature of the Prize, we may also collect additional information from winners and any permitted guests, including information required to arrange travel, accommodation, attendance at events, filming or other logistical aspects of the Dream Fan Experience.

Note that we may ask a third-party company to do this for us on our behalf.

Where a Dream Fan Experience permits participation by a guest, we may receive personal data relating to that guest from the winner or directly from the guest.

### **4. Why We Collect Your Personal Data**

We collect, use and disclose your personal data for a number of reasons, including:

- to arrange, facilitate and run the Promotion;
- to verify eligibility, identity, residence and nicotine-user status where required;
- to arrange and facilitate prize fulfilment, including travel, accommodation, attendance at events and related logistics;
- to administer and coordinate participation by a winner's permitted guest where applicable;
- to verify the age of participants;
- to provide you with information about the Promotion;
- to ensure that we can provide support and respond to any queries and contact you if you request us to do so;
- to contact the winner of the Promotion;
- to make available the names of the winners in accordance with the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code);
- to help us establish, exercise or end legal claims;
- where relevant to a particular Dream Fan Experience, to film, photograph, document and publicise the winner's participation and the fulfilment of the Prize, subject to any additional permissions or consents required under applicable law;

- to review, assess, reproduce, publish, display, share or otherwise use Promotion entries, including associated Instagram usernames and publicly available profile pictures, as described in the Terms and Conditions; and
- for other reasons with your consent.

### **Age Verification**

As the Promotion is only open to entrants aged 25 or over, we must make sure that entrants are aged 25 years or over. In order to enable us to do this we will require you to provide us with your date of birth, which we will use to confirm that you are aged 25 years or over.

In some cases, we may need to ask for additional information in order to verify your age, including a government-issued identification document. If this is necessary, we will contact you to explain why.

## **5. Our Legal Bases for Processing Your Personal Data**

There are a number of different ways that we are lawfully able to process your personal data. We have set these out below.

### **Where using your data is in our legitimate interests**

We are allowed to use your personal data where it is in our legitimate interests to do so, and those interests are not outweighed by any potential prejudice to you.

We believe that our use of your personal data is within a number of our legitimate interests, including but not limited to:

- to facilitate our organisation and running of the Promotion;
- to market and advertise BAT products and services;
- to help us establish, exercise and defend legal claims; and
- for our internal administrative purposes.

We don't think that any of the activities set out in this Privacy Notice will prejudice you in any way. However, you do have the right to object to us processing your personal data on this basis. We have set out details regarding how you can go about doing this in the section 'Your Rights' below.

### **Where using your personal data is necessary for us to carry out our obligations under our contract with you**

We are allowed to use your personal data when it is necessary to do so for the performance of our contract with you. For example, we need to collect your contact details to enable us to contact you if you win the Promotion.

### **Where processing is necessary for us to carry out our legal obligations**

As well as our obligations to you under any contract, we also have other legal obligations that we need to comply with and we are allowed to use your personal data when we need to in order to comply with those other legal obligations (see the 'Age Verification' section above).

### **Where you give us your consent to use your personal data**

We are allowed to use your data where you have specifically consented. In order for your consent to be valid:

- It has to be given freely, without us putting you under any type of pressure;
- You have to know what you are consenting to - so we'll make sure we give you enough information;
- You should only be asked to consent to one thing at a time - we therefore avoid "bundling" consents together so that you don't know exactly what you're agreeing to; and

- You need to take positive and affirmative action in giving us your consent - for example by ticking a box.

We will seek your consent, in certain cases, where we wish to use your name, image, voice, likeness, photographs, video recordings or other content featuring you in publicity, marketing or promotional materials. Certain Dream Fan Experiences may involve filming, photography or other content creation activities. Where additional permissions or consents are required for those activities, we will provide you with further information at the relevant time.. For example, we will ask for consent when featuring the winners of the Promotion in any advertising for future competitions. If we require your consent for anything in the future we will provide you with sufficient information so that you can decide whether or not you wish to consent.

You have the right to withdraw your consent at any time. We have set out details regarding how you can go about this in the section ‘Your Rights’ below.

## **6. Sharing Your Personal Data with Third Parties**

We will share your information primarily to ensure that we administer the Promotion in a fair, efficient and transparent manner. We may share your information with any of the following groups:

- Our agents implementing the Promotion. We may share your personal data with our competition fulfilment agents, travel providers, accommodation providers, event organisers, production companies, photographers, videographers and other service providers involved in delivering the Dream Fan Experience in order to administer the Promotion and fulfil the Prize.
- Tax, audit, or other authorities. We may share your information with tax, audit or other authorities when we believe that the law or other regulation requires us to do so (for example, because of a request by a tax authority or in connection with any anticipated litigation) or in order to help prevent fraud or to enforce or protect the rights and properties of BAT or its subsidiaries; or protect the personal safety of BAT employees, third party agents or members of the public.
- Third party service providers. We may share your information with third party service providers who perform functions on our behalf. We will only share information with such service providers where we have an appropriate data processing agreement (or similar protections) in place.
- Professional advisors and auditors. We may disclose your personal data to professional advisors (such as legal advisors and accountants) or auditors for the purpose of providing professional services to us.
- If a BAT entity merges with or is acquired by another business or company in the future, we may share your personal data with the new owners of the business or company. In addition, circumstances may arise where, whether for strategic or other business reasons, BAT decides to sell, buy, merge or otherwise reorganise businesses in some countries. Such a transaction may involve the disclosure of your personal information to prospective or actual purchasers, or the receipt of it from sellers. It is BAT’s practice to seek appropriate protection for personal information in these types of transactions.

We do not send any personal information that we collect about you via the Promotion to any social media sites that you link to your account, e.g. Facebook, nor do we share that information with such sites. We do not collect any personal information about you from those sites.

Some fulfilment providers may collect information directly from winners and permitted guests for the purpose of arranging travel, accommodation, attendance at events or other aspects of the Dream Fan Experience.

## **7. How We Safeguard Your Personal Data**

We care about protecting your information. That is why we put in place appropriate measures that are designed to prevent unauthorised access to, and misuse of, your personal data.

We are committed to taking all reasonable and appropriate steps to protect the personal data that we hold from misuse, loss, or unauthorised access. We do this by having in place a range of appropriate technical and organisational measures, including encryption measures and disaster recovery plans.

Unfortunately, there is always risk involved in sending information through any channel over the internet. You send information over the internet entirely at your own risk. Although we take reasonable steps to ensure the security of the Promotion Website and we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted over the internet and we do not warrant the security of any information, including personal data, which you transmit to us over the internet.

## **8. Where We Store Your Personal Data**

Your personal data may be transferred outside of the UK to the types of entities described in the section called 'Sharing Your Personal Data with Third Parties' above.

We want to make sure that your personal data is stored and transferred in a way which is secure. We will therefore only transfer data outside of the UK and/or European Economic Area (EEA) where it is compliant with data protection legislation and the means of transfer provides adequate safeguards in relation to your data, for example:

- By way of an intra-group agreement between our group entities, incorporating the current standard contractual clauses adopted by the European Commission for the transfer of personal data by controllers in the EEA to controllers and processors in jurisdictions without adequate data protection laws, and /or the UK Addendum where required under the UK data protection legislation; or
- By way of a data transfer agreement with a third party, incorporating the current standard contractual clauses adopted by the European Commission for the transfer of personal data by controllers in the EEA to controllers and processors in jurisdictions without adequate data protection laws, and/or the UK Addendum where required under the UK data protection legislation; or
- By transferring your data to a country where there has been a finding of adequacy by the European Commission and/or the UK Government (as applicable) in respect of that country's levels of data protection via its legislation; or
- Where it is necessary for the conclusion or performance of a contract between ourselves and a third party and the transfer is in your interests for the purposes of that contract; or
- Where you have consented to the data transfer.

Where we transfer your personal data outside the UK/EEA and where the country or territory in question does not maintain adequate data protection standards, we will take all reasonable steps to ensure that your data is treated securely and in accordance with this Privacy Notice.

## **9. How Long We Store Your Personal Data**

We retain and destroy all data (including personal data) in accordance with the terms of our Group Records and Information Management Procedure. If you would like more information regarding our data retention policies and practices, please contact us using the contact details set out at the end of this Privacy Notice.

In addition, we may be required by law to retain your data. Where we are subject to a regulatory or other legal obligation in a specific jurisdiction which requires us to keep data for a specified period of time, we will comply with those legal/regulatory requirements with respect to the retention of such data.

## **10. Your Rights**

You have various rights in relation to the data which we hold about you. We have set these out below.

**Right not to be subject to automated decision making**

This right enables you to not be subject to a decision based solely on automated processing including profiling which produces legal effects on you or similarly affects you. BAT does not use automated decision-making technologies in this Promotion.

**Right to object**

This right enables you to object to us processing your personal data where we do so for one of the following reasons:

- because it is in our legitimate interests to do so (for further information please see below); or,
- for scientific, historical, research, or statistical purposes.

We will stop such processing unless we can demonstrate compelling legitimate grounds for the processing which overrides your interests or if the processing is necessary for the establishment, exercise or defence of legal claims.

**Right to withdraw consent**

Where we have obtained your consent to process your personal data for certain activities, you may withdraw this consent at any time and we will cease to use your data for that purpose unless we consider that there is an alternative legal basis to justify our continued processing of your data for this purpose, in which case we will inform you of this condition. Please note that withdrawing your consent will not affect the lawfulness of any processing carried out before your consent was withdrawn. In addition, where your personal data has already been included in publicity, marketing, promotional or other materials that have been published or otherwise distributed, it may not be possible for us to recall, remove or prevent further circulation of all such materials.

**Right to access your data**

You may ask us for a copy of the information we hold about you at any time, and request us to modify, update or delete such information. We will respond to your request within one month. That period may be extended by two further months where necessary, taking into account the complexity and number of requests. We may request proof of identification to verify your request. If we provide you with access to the information we hold about you, we will not charge you for this unless permitted by law. If you request further copies of this information from us, we may charge you a reasonable administrative cost. Where we are legally permitted to do so, we may refuse your request. If we refuse your request we will always tell you the reasons for doing so.

**Right to erasure**

You have the right to request that we "erase" your personal data in certain circumstances. Normally, this right exists where:

- the data are no longer necessary;
- you have withdrawn your consent to us using your personal data, and there is no other valid reason for us to continue (where the processing is based on consent);
- the personal data has been processed unlawfully;
- it is necessary for the personal data to be erased in order for us to comply with our obligations under law; or
- you object to the processing and we are unable to demonstrate overriding legitimate grounds for our continued processing.

We would only be entitled to refuse to comply with your request for erasure in limited circumstances and we will always tell you our reason for doing so.

**Right to restrict processing**

You have the right to request that we restrict our processing of your personal data in certain circumstances, for example if you dispute the accuracy of the personal data that we hold about you or you object to our processing of your personal data for our legitimate interests. If we have shared your personal data with third parties, we will notify them about the restricted processing unless this is impossible or involves disproportionate effort. We will, of course, notify you before lifting any restriction on processing your personal data.

**Right to rectification**

You have the right to request that we rectify any inaccurate or incomplete personal data that we hold about you. If we have shared this personal data with third parties, we will notify them about the rectification unless this is impossible or involves disproportionate effort.

**Right of data portability**

If you wish, you have the right to transfer your personal data between service providers. In effect, this means that you are able to transfer the details we hold on you to another third party, without hindrance. To allow you to do so, we will provide you with your data in a commonly used machine-readable format so that you can transfer the data. Alternatively, we may directly transfer the data for you.

**Right to complain**

You have the right to raise a concern or complaint directly with BAT about how your personal data is being processed by emailing us at [data\\_privacy@bat.com](mailto:data_privacy@bat.com).

You also have the right to lodge a complaint with a supervisory authority. The supervisory authority for BAT is the Information Commissioner's Office ("ICO") in the UK. Contact details for the ICO are by phone: 0303 123 1113, or email: [casework@ico.org.uk](mailto:casework@ico.org.uk).

The privacy regulators for other EU Member States are listed (along with contact details) on the following website: [https://www.edpb.europa.eu/about-edpb/our-members\\_en](https://www.edpb.europa.eu/about-edpb/our-members_en)

If you would like to exercise any of these rights, or withdraw your consent to the processing of your personal data (where consent is our legal basis for processing your personal data), please contact us using the contact details set out at the end of this Privacy Notice. We will respond to your request within one month. Please note that we may keep a record of your communications to help us resolve any issues which you raise.

**11. How to Contact Us**

If you have any queries about this Privacy Notice, including your rights in relation to your personal information, or if you wish to contact us with any general queries or concerns, please contact our customer services team by Instagram direct message to [@velo.global](https://www.instagram.com/velo_global) or email [data\\_privacy@bat.com](mailto:data_privacy@bat.com).