

STAR PUBS & BARS – MARCH 2024 LICENSEE REFERRAL SCHEME TERMS & CONDITIONS

Star Pubs & Bars – March 2024 Licensee Referral Scheme Terms & Conditions

The March 2024 Referral Scheme Terms & Conditions (defined below) prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials, including but not limited to the annual Licensee Referral Scheme and associated terms and conditions which can be found at <https://www.starpubs.co.uk/referral-scheme> under the heading ‘Annual Referral Scheme’. By participating in the March 2024 Referral Scheme (defined below), all Referrers (defined below) shall be deemed to have accepted, and shall be bound by, the March 2024 Referral Scheme Terms & Conditions. Please retain a copy of the March 2024 Referral Scheme Terms & Conditions for your information.

The personal data provided by entrants will only be used by the Promoter for the purpose of conducting the promotion and at all times in accordance with the Data Protection Act 2018 and the Promoter’s Privacy Policy (available at <https://starpubs.co.uk/privacy-policy>). From time to time, the Promoter may share entrants’ personal data with their agents/representatives to assist with administering the promotion and contacting entrants (as necessary) and/or fulfilling the prize(s).

Definitions

- (a) **“Annual Referral Scheme”** means the Promoter’s annual licensee referral scheme with an end date of 31 December 2024, and a reward of £2,500, the terms and conditions of which can be found here: <https://www.starpubs.co.uk/referral-scheme>, under the heading ‘Annual Referral Scheme’.
- (b) **“Commencement Date”** means 1 March 2024;
- (c) **“End Date”** means 31 March 2024;
- (d) **“Job Applicant”** means the individual (who cannot be a Non-Qualifying Job Applicant) who is referred by the Referrer and submits an application/registration form, which includes the name of the Referrer as the “referrer”, for Qualifying Vacancy directly via the Promoter’s website.
- (e) **“March 2024 Referral Scheme”** means the Promoter’s limited duration Licensee Referral Scheme running from the 00:01 on the Commencement Date to 23:59 on the End Date;
- (f) **“March 2024 Referral Scheme Terms & Conditions”** means these terms and conditions of the March 2024 Referral Scheme, including any entry instructions provided by the Promoter in relation to the March 2024 Referral Scheme;
- (g) **“Non-Qualifying Employee”** means any Heineken group employee:
 - who is Job grade 30 or above; and/or
 - whose role means they are involved in the recruitment process for on-trade licensee roles or pub vacancies including, but not limited to:
 - any person on the Licensee Attraction Team, including Licensee Attraction Managers
 - Business Development Managers

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- Investment Managers
 - Estates Managers.
- (h) **"Non-Qualifying Job Applicant"** means any individual who has previously expressed interest in or applied for an on-trade licensee role or pub vacancy with the Heineken Group.
- (i) **"Non-Qualifying Third Party"** means any supplier, contractor or similar with whom the Heineken group has a contract for the provision of services which relate in any way to the recruitment process or recruitment activities for on-trade licensee roles or pub vacancies;
- (j) **"Promoter"** means Star Pubs & Bars Limited, 3-4 Broadway Park, South Gyle Broadway, Edinburgh, EH12 9JZ (company number: SC250925);
- (k) **"Qualifying Vacancy"** means any of the following vacancies:
- a. The Beach Tree, High Wycombe, HP13 5AJ
 - b. Railway Hotel, Southend on Sea, London North
 - c. Winterton Arms, Chiddingfold, London South
 - d. Royal Cross Flatts, Bingley
 - e. First In Last Out, Winchester
 - f. Cuckoo Bush, Gotham
 - g. Glenhead Tavern, Duntocher, Scotland
 - h. Horse & Jockey, Waddington
 - i. Grey Man, Westhoughton
- (l) **"Referrer"** means any individual who is a (i) Heineken UK Limited or Star Pubs & Bars Limited customer, lessee, operator or supplier; or (ii) Heineken Group employee (other than the Job Applicant, a Non-Qualifying Employee or a Non-Qualifying Third Party) who refers the Job Applicant and is named as the "referrer" on the Job Applicant's application/registration form for a Qualifying Vacancy submitted directly via the Promoter's website; and
- (m) **"Reward"** means £5,000 payable to Referrers only upon satisfaction of the conditions set out in the March 2024 Referral Scheme Terms & Conditions.
1. The March 2024 Referral Scheme runs from 00:01 on the Commencement Date to 23:59 on the End Date and is open to Referrers only.
 2. The Referrer shall be automatically entered into the March 2024 Referral Scheme upon the Job Applicant submitting an application/registration form, which includes the name of the Referrer as the "referrer", for a Qualifying Vacancy directly via the Promoter's website (<https://starpubs.co.uk/>) before 23:59 on the End Date. Entries must be made personally by the Job Applicant. No entries submitted via any other means shall be accepted.
 3. Proof of application/registration submission by the Job Applicant does not constitute proof of receipt by the Promoter. The Promoter does not accept any responsibility for the non-receipt or late receipt of any application/registration under any circumstances. The Promoter cannot guarantee secure or uninterrupted access to the Promoter's website

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(<https://starpubs.co.uk/>). The Terms of Use of the Promoter's website (<https://starpubs.co.uk/>) apply. Standard network rates apply.

4. The Job Applicant may nominate only one Referrer as their "referrer" for the March 2024 Referral Scheme before 23:59 on the End Date. The Referrer may be entered into the March 2024 Referral Scheme an unlimited number of times by an unlimited number of Job Applicants before 23:59 on the End Date.
5. In addition to the conditions set out in clause 6 below, in order for the Referrer to qualify for the Reward, the following conditions must be satisfied:
 - 5.1 the Job Applicant must not be, or have ever been, an on-trade licensee of the Promoter; and
 - 5.2 the Job Applicant must never have spoken to, corresponded with or otherwise communicated with the Promoter with a view to becoming an on-trade licensee of the Promoter on any previous occasion.
6. The Reward shall payable as follows: £5,000, payable when the Job Applicant becomes an on-trade licensee of a Qualifying Vacancy on a pub lease / tenancy agreement of three or more years' duration (not by virtue of an assignment)
7. If the Job Applicant submits a valid application / registration form nominating the Referrer after 00:01 on the Commencement Date and before 23:59 on the End Date and satisfies all of the conditions set out in clauses 5 and 6 above, the Promoter shall pay the Reward to the Referrer by BACS transfer or in the case of Heineken UK employees, through the payroll system. The Reward will be subject to Tax and National Insurance at the Referrer's standard rate.
8. All payments of the Reward are subject to income tax and any other applicable taxes under applicable law. All applicable taxes (including, without limitation, national and local taxes) in connection with payment of the Reward, and any reporting obligations thereof, are the sole responsibility of the Referrer.
9. For the avoidance of doubt, the March 2024 Referral Scheme applies instead of the Annual Referral Scheme between 00:01 on 1 March 2024 and 23:59 on 31 March 2024 and no Referrer shall entitled to a reward under both schemes during this time. The only Reward that applies during this time is the Reward. The Annual Referral Scheme shall continue in accordance with its terms and conditions from 00:01 on 1 April 2024.
10. The decision of the Promoter in all matters is final and binding.
11. The Promoter reserves the right to amend or cancel the March 2024 Referral Scheme and the March 2024 Referral Scheme Terms & Conditions due to circumstances or events arising beyond its control.
12. The Promoter reserves the right to refuse to provide the Reward where there is a breach of any of the March 2024 Referral Scheme Terms & Conditions or any applicable law.

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13. The March 2024 Referral Scheme Terms & Conditions, and any dispute or claim arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations), shall be governed by, and construed in accordance with, English law. The Promoter and each Referrer irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the March 2024 Referral Scheme Terms & Conditions (including any non-contractual disputes or claims).