

MERRY MILLION POINT CHRISTMAS PROMOTION TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 These terms and conditions govern your entry to participate in a prize draw for the chance to win one million (1,000,000) Virgin Points and a selection of runner-up prizes (the "**Promotion**").
- 1.2 By entering this Promotion, all participants will be deemed to have accepted these terms and conditions in full. All entry instructions form part of these terms and conditions. Please read these terms and conditions carefully. If you do not agree to all the terms and conditions, please do not enter the Promotion.
- 1.3 The Promotion is only open to participants who are:
- 1.3.1 members of the Virgin Red programme (to become a member of the Virgin Red programme participants must accept and comply with the terms and conditions of use which can be found [here](#));
 - 1.3.2 residents of the UK; and
 - 1.3.3 aged 18 or over at the date on which they enter the Promotion.
- 1.4 Employees of the Promoter (as defined below), Virgin Management Limited, Virgin Enterprises Limited, LeadFamily ApS, anyone professionally connected with this Promotion and any member of their respective immediate families may not participate in the Promotion.
- 1.5 The Promotion opens on 1 November 2021 at 09:00am and closes on 30 November 2021 at 23:59pm (the "**Promotion Period**"). No entries received outside the Promotion Period will be eligible to win.

2. HOW TO ENTER THE PROMOTION

- 2.1 To enter the Promotion, qualifying entrants must:
- (a) become a member of the Virgin Red programme if they are not already;
 - (b) tap on the Merry Million Point Christmas tile in the Virgin Red app or on the Virgin Red website;
 - (c) follow the instructions on the tile and answer the question correctly to be entered into the prize draw.
- 2.2 Only one entry per member is permitted during the entirety of the Promotional Period. No purchase necessary.

3. PRIZES AND WINNERS

- 3.1 There will be five (5) winners who will each win the main prize of one million (1,000,000) Virgin Points ("**Main Prize**") and an additional eight (8) runner-up winners who will each win one of the following runner-up prizes ("**Runner-up Prizes**"):
- (a) 5x Virgin Experience Days Azure Collection voucher;
 - (b) 1x £500 Virgin gift card;
 - (c) 1 x A year of Virgin Wines (5x cases of 12 bottles of wine delivered over the course of one year);
 - (d) 1x 12 month Flexi+ Virgin Active gym membership.
- 3.2 Specific prize details for the Runner-Up Prizes and the terms applicable are set out below in the Appendix.
- 3.3 All winners will be selected at random by an automated computer programme from all eligible entries in the prize draw within 7 days of the end of the Promotion Period.
- 3.4 Each winner will be notified by email that they have won during the week of 6 December 2021. Winners of the Main Prize will be issued a voucher code with instructions to allow you to credit the one million (1,000,000) Virgin Points to your Virgin Red account. You must use the voucher code by 21 January 2022, after which time it will expire and the Virgin Points will be forfeited. Winners of the Runner-up Prizes will be provided with details of how to claim their prize, which may involve being contacted by and/or liaising directly with the company providing the prize to confirm applicable details.
- 3.5 If the Promoter is unable to contact a winner within five (5) working days, the Promoter is unable to verify a winner's eligibility to win a prize or a winner is not eligible to win a prize, the Promoter reserves

the right to award the prize to an alternative winner selected at random in accordance with clause 3.3 of these terms and conditions and the prize will be forfeited by the original winner.

4. **CONDITIONS**

- 4.1 We will have the final overall decision over the selection of the winners and this decision is final. No correspondence will be entered into, except with the winners.
- 4.2 There is no cash alternative available. The prizes are as stated and no alternatives are available. The prizes are non-transferable and cannot be resold. Unless otherwise agreed in writing by the Promoter, the prizes will only be awarded to the winners.
- 4.3 The Promoter reserves the right to publish or make available on request to membersupport@red.virgin.com, information that indicates that a valid award took place – for example, the surname and county of residence of the winners. Affected prize winners have the right to object to all or part of this information being published or made available – in such event please contact the Promoter at dpo@red.virgin.com. In such circumstances, entrants acknowledge that the Promoter must nevertheless still provide the information and winning entry to the Advertising Standards Authority or equivalent regulator on request.
- 4.4 Any personal data relating to the winner or any other entrants will be used solely in accordance with our Privacy Policy and current UK data protection legislation.
- 4.5 If you are a winner, we may also contact you (by email or telephone) to ask you to participate in promotional activities including, but not limited to, website articles and social media posts.
- 4.6 No entries from agents, third parties, syndicated entries or those made using methods such as a computer macro, script or the use of automated devices are permitted and no bulk entries permitted.
- 4.7 All costs and expenses not included within the prizes are the responsibility of the winners including, but not limited to, any additional costs, insurance and taxes.
- 4.8 The Promoter reserves the right at any time, in its absolute discretion, to (i) verify the eligibility of any participant (including their age and place of residence); and (ii) disqualify any participant found to be abusing or tampering with the operation of the Promotion or entering using fraudulent means, or who the Promoter believes to have acted in breach of these terms and conditions.
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5. GENERAL

- 5.1 The Promoter is not responsible for any loss or damage that is not foreseeable or that results from the failures of persons or systems that we do not directly control. However, nothing in these terms and conditions removes or limits our liability for: (a) fraud; or (b) death or personal injury caused by our negligence. These terms and conditions also do not affect the legal rights that are granted to you as a consumer.
- 5.2 The Promotion is not in any way sponsored, endorsed or administered by, or associated with any social media platform on which the prize draw may be promoted. Participants acknowledge that no such social media platform shall have any liability to them in connection with the Promotion.
- 5.3 The Promoter reserves the right to extend, withdraw, alter or suspend the Promotion or these terms and conditions, including the substitution of any prize or prizes, at any time if circumstances beyond its control make this unavoidable.
- 5.4 All personal data submitted in connection with the Promotion will be processed by the Promoter and its agent for the purposes of administering and managing the Promotion and prizes (where applicable) and verifying the eligibility of each participant. Participants also consent to their personal data being passed to the company providing the prize they have won and to being contacted by that company for the purposes of confirming applicable details. The Promoter is committed to protecting the privacy of all participants. Data that is collected from or about participants will be used in accordance with the Promoter's Privacy Policy, a copy of which can be found at <https://www.virgin.com/virgin-red/privacy-policy>.
- 5.5 The Promotion and these terms and conditions, and any dispute or claim arising out of or in connection with them, are governed by English law.
- 5.6 The Promoter is Virgin Red Limited, a company registered in England, under company number 11490861, with its registered office at 66 Porchester Road, London W2 6ET, email: membersupport@red.virgin.com and VAT registration number: (GB) 435216184.

APPENDIX PRIZE DETAILS AND TERMS

Virgin Experience Days: The Azure collection (x5) <https://www.virginexperiencedays.co.uk/the-azure-collection>

You have 12 months from the voucher date of issue to make your experience selection. Once you have made your experience selection from within the Collection, a new voucher will then be sent with full activation instructions. Please make sure you select your experience before the expiry date printed on your voucher.

Experiences included within the Collection Voucher are subject to change.

See full terms and conditions [here](#)

Virgin: £500 gift card

The Prize consists of a digital Virgin Gift Card to the value of £500 which can be redeemed against Virgin Atlantic flights, or for anything else where the digital Virgin Gift Card is accepted towards payment. [Gift card T&Cs](#) apply

<https://www.thevirgingiftcard.co.uk>

A year of Virgin Wines (5x 12 bottle cases)

The Prize is one case (12 wines) every 2 months for one calendar year. Each case will be worth in the region of £100-£120. Whilst Virgin Wines will try to cater for your personal preferences this cannot be guaranteed and the wines you receive will be selected by Virgin Wines. Virgin Wines' 'love every wine or get your money back' customer promise does not apply to these wines as they are a prize and not a purchase.

Virgin Active: 12 month Flexi+ membership

The prize is a 12-month Virgin Active Flexi+ membership. Clubs included in Flexi+ membership: Moorgate, Aldersgate, Walbrook, Strand, Bank, Canary Riverside and Chiswick Park. You can visit any Virgin Active Health Club across the UK. If you visit a Club not covered by your Flexi+ membership, you will need to purchase a Guest Pass from our Front of House team on arrival. The price varies per Club and ranges from £10 to £50. Gym membership must be activated by the date notified to you by Virgin Active upon confirmation of your prize. This prize is non-transferable and no cash alternative will be available. Virgin Active Rules apply <https://www.virginactive.co.uk/the-legal-stuff/club-rules>. Any person who does not comply with these Rules

may be ejected from, or denied access to a Club, or may have their Membership terminated by Virgin Active if the non-compliance is serious.