

# VIRGIN RED & VIRGIN VOYAGES PROMOTION TERMS AND CONDITIONS

## 1. INTRODUCTION

1.1 By entering the prize draw (the "**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.

1.2 The Promotion is only open to individuals who:

- 1.2.1 are residents of the UK;
- 1.2.2 are aged 18 or over at the date on which they enter the Promotion;
- 1.2.3 have had two doses of a UK Government recognised Covid-19 vaccine at least 14 days prior to their chosen sailing date (and the same requirement applies in relation to each winner's accompanying guest);
- 1.2.4 in the case of Virgin Money entrants, are a Virgin Money customer; and
- 1.2.5 in the case of Virgin Atlantic entrants, are a Virgin Atlantic Flying Club Member.

1.3 Employees of the Promoter (as defined below) and of the participating companies listed in section 3.4 below, agents or anyone professionally connected with this Promotion and any member of their respective immediate families may not participate in the Promotion.

1.4 Entry to the Promotion opens on 1 February at 00:01 and closes on 28 February at 23:59 (the "**Promotion Period**"). No entries received after the closing time will be eligible to win a prize.

## 2. HOW TO ENTER THE PROMOTION

2.1 To enter the Promotion, qualifying entrants must:

- 2.1.1 click on the link in the Virgin Red app or in the promotional social post or email from the participating company (being a participating company listed in clause 3.4 below), to access the game;
- 2.1.2 click on the "Play Now" button and choose their favoured options in response to the questions in the multi choice quiz. There are no wrong answers;
- 2.1.3 complete the form to provide: (a) first and last name; (b) email address; and (c) confirmation of agreement to these terms and conditions, and to indicate whether they consent to marketing communications from Virgin Voyages, Virgin.com and/or Virgin Red; and
- 2.1.4 click on the button to submit their entry into the Promotion.

2.2 Only one entry is permitted per person per entry route, meaning (i) via the Virgin Red app, or (ii) if eligible, via each participating company's social post, email or other material promoting the Top Prize. The participating companies are set out in clause 3.4 below. No purchase is necessary to enter the Promotion.

## 3. PRIZE

3.1 A total of sixty five (65) participants will each win the following prize (the "**Top Prize**"): a Sea Terrace cabin (double or twin) for up to two people on a Virgin Voyages Zeebrugge sailing taking place between 18 March and 2 May 2022.

3.2 Each winner will be able to select their chosen sailing from the following date options (subject to availability): (a) 18-21 March 2022, (b) 1-4 April 2022 or (c) 29 April-2 May 2022. If a winner's first choice of sailing is no longer available, Promoter and/or Virgin Voyages will work with the winner to try and find a suitable alternative sailing date.

3.3 Sailings are out of Portsmouth and returning to Portsmouth. Each Top Prize includes all dining and group fitness classes, Wi-Fi, gratuities and most non-alcoholic beverages. Please see clause 5.7 below for items that are not included in the Top Prize.

3.4 Top Prizes are allocated between registered customers, members or users of the following participating companies (and in the allocation that is detailed in the table below):

Virgin Atlantic (Virgin Atlantic Flying Club)	5
Virgin Holidays	5
Virgin Media	10
Virgin Active	5
Virgin StartUp	5
Virgin Money	10
Virgin Red	10
LimeLight Sports	5
Virgin Wines	5
Virgin Experience Days	5
TOTAL	65

3.5 There are no runner up prizes for this Promotion.

3.6 Each winner and their accompanying guest must have had two doses of a UK Government recognised Covid-19 vaccine at least 14 days prior to their chosen sailing date. Proof of this may be required prior to the confirmation of an award of a prize and/or confirmation of the chosen sailing.

#### 4. WINNERS

4.1 The winners will be selected at random by an automated computer programme from all eligible entries within 7 days of the closing date in accordance with the allocation table set out above. For example, the first five winners randomly selected from the pool of Virgin Active entrants will each win the Top Prize, and so on for each participating company.

4.2 The winners will be notified by email or telephone that they have won within 14 days of the closing date and will be provided with details of how to claim their prize. This may involve being contacted by and/or liaising directly with Virgin Voyages to confirm their prize and chosen sailing.

#### 5. CONDITIONS

5.1 If the Promoter is unable to contact a winner within 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 4.1 of these terms and conditions and the prize will be forfeited by the original winner.

5.2 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.

5.3 The Promoter will have the final decision over the selection of the winners and this decision is final. No correspondence will be entered into, except with the winners.

5.4 The Promoter reserves the right to publish or make available on request to [membersupport@red.virgin.com](mailto:membersupport@red.virgin.com), information that indicates that a valid award took place – for example, the first name and 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](mailto: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.

5.5 If you are a winner, the Promoter 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.

5.6 Any personal data relating to the winner, or any other entrants will be used solely in accordance with the Promoter's Privacy Policy and current UK data protection legislation.

5.7 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.

5.8 All costs and expenses not included within the prizes are the responsibility of the winners including, but not limited to, travel to and from Portsmouth, travel insurance, taxes, onboard alcoholic beverages, some non-alcoholic beverage options (e.g. barista coffee), spa treatments and retail purchases.

5.9 Prize winners and their guests must obtain appropriate travel insurance cover for the trip.

5.10 Prize winners and their guests will need to comply with any visa/entry and Covid-19 travel requirements issued by the country they are travelling to.

5.11 The Promoter reserves the right at any time, in its absolute discretion, to:

5.11.1 verify the eligibility of any participant (including their age and place of residence);

5.11.2 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; and

5.11.3 suspend or cancel the Promotion and modify these terms and conditions to comply with the latest UK government guidelines in relation to Covid-19.

## **6. GENERAL**

6.1 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.

6.2 Top Prizes are subject to Virgin Voyage's Additional Terms and Conditions and UK Ticket Contract terms and conditions [here](#) (be sure to click on the "Ticket Contract for UK Guests Only" link).

6.3 The Promotion is not in any way sponsored, endorsed, or administered by, or associated with any social media platform on which it may be promoted. Participants acknowledge that no such social media platform will have any liability to them in connection with the promotion.

6.4 The Promoter reserves the right to extend, withdraw, alter, or suspend the Promotion or these terms and conditions at any time if circumstances beyond its control make this unavoidable.

6.5 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 and (where the participant has consented) to be contacted by Promoter, Virgin.com and/or Virgin Voyages for marketing purposes. Participants also consent to their personal data being passed to Virgin Voyages and to being contacted by Virgin Voyages for the purposes of confirming their prize and chosen sailing. 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>.

6.6 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.

6.7 You can bring legal proceedings in respect of the Promotion and these terms and conditions in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Promotion and these terms and

conditions in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the promotion and these terms and conditions in either the Northern Irish or the English courts.

6.8 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](mailto:membersupport@red.virgin.com) and VAT registration number: (GB) 435216184.

These Terms & Conditions were published on 1 February 2022.