

# VIRGIN HOTELS NEW YORK GIVEAWAY TERMS AND CONDITIONS

## PROMOTIONAL GIVEAWAY

Ends 15 December 2024. Max 1 entry. 18+ UK resident Virgin Red members only. Stay must be taken by 30 December 2025 – blackout dates apply. Promoter: Virgin Hotels North America, LLC.

**[Note: these T&Cs assume the main copy will explain the prize and how to enter the promotion.]**

## FULL T&CS

### 1. INTRODUCTION

- 1.1 These terms and conditions govern your entry to participate in a prize draw for the chance to win a 4-night stay at Virgin Hotels New York and receive 100,000 Virgin Points from Virgin Red. (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.
  - 1.3.4 Enter sweepstakes at [virginhotels.com/londongiveaway](http://virginhotels.com/londongiveaway) and then sign up to Virgin Hotel's The Know programme.
- 1.4 Employees of the Promoter (as defined below), Virgin Management Limited, Virgin Enterprises Limited, , Virgin Hotels, LLC, 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 15 November 2024 at 09:00am GMT and closes on 15 December 2024 at 23:59pm GMT (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) be or become a member of the Virgin Red programme and accept the [Programme Terms and Conditions](#);
  - (b) enter the sweepstakes and agree to terms on Virgin Hotels website ([virginhotels.com/newyork-giveaway](http://virginhotels.com/newyork-giveaway));
  - (c) follow the redirect to The Know and sign up to become a Know Member (must activate account to qualify).
- 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 The winner will be selected at random using an automated computer process from all eligible entries in the prize draw on or around 10<sup>th</sup> January 2025.
- 3.2 The winner will win:
  - (a) a four-night stay in a Chamber King room at Virgin Hotels New York (1227 Broadway, NY, NY)
  - (b) 100,000 Virgin Points from Virgin Red.
- 3.3 The hotel stay must be taken by 30 December 2025 and the Promoter and/or its agents will work with the winner to find a suitable date (subject to availability and excluding school holidays).

- 3.4 All costs and expenses not included within the prize are the responsibility of the winner including, but not limited to, any additional costs, insurance, taxes, food and drink, and travel (unless stated above).
- 3.5 The winner will be notified by email that they have won during the week of 10 January 2025. The winner will be provided with details of how to claim their prize, which will involve being contacted by and/or liaising directly with the companies providing the different elements of the prize and/or their agent(s) to confirm applicable details. Name and address details will be shared with the relevant companies and/or agents and will be deleted following fulfilment of the prize.
- 3.6 If the Promoter is unable to contact the winner within five (5) working days, the winner does not accept the prize, the Promoter is unable to verify the winner's eligibility to win the prize or the winner is not eligible to win the prize, the Promoter reserves the right to award the prize to an alternative winner selected at random in accordance with clause 3.1 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 winner and this decision is final. No correspondence will be entered into, except with the winner.
- 4.2 There is no cash alternative available. The prize is as stated and no alternatives are available. The prize is non-transferable and cannot be resold. Unless otherwise agreed in writing by the Promoter, the prize will only be awarded to the winner.
- 4.3 The Promoter reserves the right to publish or make available on all or part of this information being published or made available. 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.
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- 4.4 Any personal data relating to the winner or any other entrants will be used solely in accordance with our Privacy Policy.
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- 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 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 agents for the purposes of administering and managing the Promotion and the prize (where applicable) and verifying the eligibility of each participant. If they win, participants also consent to their personal data being passed to the company or companies fulfilling the prize and to being contacted by those companies

or their agents 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://virginhotels.com/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 Florida (US) law.
- 5.6 The Promoter is Virgin Hotels N.A., LLC a company registered in Florida, United States, with its registered office at 3390 Mary Street, Suite 218. Miami, Florida, USA 33133 email: [press@virginhotels.com](mailto:press@virginhotels.com).