

VIRGIN WINES CHRISTMAS PROMOTION - TERMS AND CONDITIONS

FULL T&CS:

These terms and conditions apply to the 'Win a Christmas drinks bundle' prize draw (the "**Promotion**"). By entering the Promotion, you agree to be bound by the following Terms and Conditions:

1. Details specific to the Promotion are displayed on the 'Win a Christmas drinks bundle' tile on the Virgin Red app and website ("**VR Platform**").
2. The Promotion will be run by Virgin Red Limited, a company registered in England and Wales with registered number 11490861, registered office 66 Porchester Road, London W2 6ET and VAT registration number: (GB) 435216184 ("**Virgin Red**", "**we**" or "**us**").
3. These terms and conditions are the Promotion rules ("**Rules**") that apply to this Promotion. By entering this Promotion, you are agreeing to be bound by these Rules and any other instructions that are communicated to you. If you do not agree to these Rules, please do not enter the Promotion.
4. These Rules form a legally binding agreement between you and us. We reserve the right to extend, withdraw, alter or suspend the Promotion or these Rules at any time if circumstances beyond our control make this unavoidable. Any changes will be posted on the VR Platform and existing entrants will be notified by email.
5. In the event of any dispute regarding any aspect of the Promotion, the decision of Virgin Red shall be final and no correspondence will be entered into, except with the winners.
6. These Promotion Rules are separate to the terms and conditions for the supply of wine that you will have with Virgin Wine Online Limited ("**Virgin Wines**") and will not affect your rights and obligations under those terms.

How to enter the Promotion

7. Entrants must:
 - a. be aged 18 or over at the date on which they enter the Promotion;
 - b. be resident in the United Kingdom and provide a delivery address in the United Kingdom;
 - c. be members of the Virgin Red programme, which means accepting and complying with our terms and conditions of use, which can be found [here](#);
 - d. not be existing members of Virgin Wines' WineBank; and
 - e. have access to the internet.
8. To enter the Promotion, you must purchase the 12 bottle WineBank promotional offer with reference VF2095 ("**WineBank Offer**") by clicking the link on the 'Win a Christmas drinks bundle' tile on the VR Platform and following the steps to sign up for WineBank and purchase the WineBank Offer between 00:00 on 1 November 2022 and 23:59 on 25 November 2022 (the "**Promotional Period**"). One purchase of the WineBank Offer is equivalent to one entry in the prize draw. Only one entry per person is permitted during the Promotional Period. The WineBank Offer cannot be combined with any other promotional discount or offer.
9. Only customers who took up the WineBank Offer and signed up to WineBank during the Promotional Period will be entered into the draw, unless otherwise specified in writing. No entries received after the closing time will be eligible to win a prize.
10. Unless otherwise agreed in writing by us, the Prizes will only be awarded to the entrant responsible for the WineBank account against which a winning entry was registered and any Prize will be delivered to the address registered to that account. You must ensure that your Virgin Red

membership ID is correct and registered to your Virgin Wines account before purchasing the WineBank Offer.

11. Any entrant who attempts to take part in the Promotion in a manner which we deem is contrary to these Rules, may be removed from the Promotion at our sole discretion. 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.
12. A purchase of the WineBank Offer will only count for the purposes of this Promotion if the entrant successfully signs up for WineBank and purchases the WineBank Offer. Should a purchase or sign up be unsuccessful for any reason (for example a technical fault, fraudulent entrant or if the entrant decides to cancel their purchase), this will not count as an entry. The final decision shall be at our sole discretion and no correspondence will be entered into over any dispute.
13. By entering the Promotion, you warrant that all information submitted by you is true, current and complete. If any information you submit is found to be fraudulent or incorrectly completed or if we have reasonable grounds to believe that you have breached any of the Rules, we reserve the right to disqualify you from the Promotion.
14. Employees of Virgin Red, Virgin Wines, their group companies, agents or anyone professionally connected with this Promotion and any member of their respective immediate families may not participate in the Promotion.
15. No liability is accepted for entries that are not received by Virgin Red for any reason. Virgin Red retains the right to refuse admission of any illegitimate sign ups.

Prizes

16. The winners will be selected at random using an automated computer process from a pool of all eligible entrants who meet the requirements set out above.
17. The first three (3) winners selected by the automated computer process will win the Main Prize described below and the next twelve (12) winners selected will win the Runner-Up Prizes (as defined below).
18. **Main Prize:**
 - a. The winners of the Main Prize will each receive a Christmas drinks bundle worth at least £300 and consisting of five (5) bottles of red wine, five (5) bottles of white wine, two (2) bottles of Prosecco, one (1) bottle of Champagne, one (1) bottle of vintage Port, eight (8) craft beers and one (1) bottle of gin (the “**Main Prize**”).
19. **Runner-Up Prizes:**
 - a. There will be:
 - i. Two (2) winners of 25,000 (twenty five thousand) Virgin Points each;
 - ii. Five (5) winners of 10,000 (ten thousand) Virgin Points each; and
 - iii. Five (5) winners of one (1) pack of Christmas crackers each, with each pack containing six (6) crackers, including one (1) 20cl bottle of Prosecco, (together, the “**Runner-Up Prizes**”).
20. By 5 December 2022, each winner will be notified by email to the email address registered to their Virgin Wines account with details on how to accept their prize.
21. By entering this Promotion, you are agreeing to be contacted by us and / or Virgin Wines as required (using the contact details you have provided us or Virgin Wines with on your respective accounts) should you win. If a winner cannot be contacted or does not make contact with Virgin Red or Virgin Wines (as applicable) to accept their prize within five (5) business days of Virgin Red or Virgin Wines attempting to notify the customer, we are unable to verify a winner's eligibility to win a prize or a winner is not eligible to win a prize, another winner will be selected and the prize will be forfeited by the original winner.
22. The Main Prize and the Christmas cracker prizes will be delivered by Virgin Wines to the UK delivery address registered to the winners' Virgin Wines accounts.
23. For Points Prizes, your Virgin Points will be credited to your Virgin Red account within 7 days of acceptance of your prize.

24. Prizes are not transferable or exchangeable other than at the sole discretion of Virgin Red and there is no cash alternative. However, we may change any Prize or component of a Prize due to circumstances beyond our control (including stock shortages) or to offer an alternative of equal or greater value.
25. If you are a winner:
 - a. it is your responsibility to pay all costs and expenses not included within the prize, including any applicable taxes;
 - b. a prize will not be awarded to you if to do so would be unlawful; and
 - c. we may verify your eligibility and check your identity. If you are asked for proof of your identity and/or your eligibility, your failure to provide such proof within a reasonable time could result in your disqualification from the Promotion or the withdrawal of any prize.

Data protection and publicity

26. All personal data submitted in connection with the Promotion will be processed and retained by us for the purposes of administering and managing the Promotion and prizes (where applicable) and verifying the eligibility of each entrant. Entrants also consent to their personal data being securely shared between us and Virgin Wines for the purposes of selecting the winners and fulfilling the Prizes. We are committed to protecting the privacy of all entrants. Data that is collected from or about entrants will be used in accordance with current UK data protection legislation, Virgin Red's privacy policy, which can be found [here](#), and Virgin Wines' privacy policy as applicable, which can be found [here](#).
27. We reserve the right to publish, or make available on request to membersupport@virgin.com, information that indicates that a valid award took place – for example, the name 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 by contacting us at red.dpo@virgin.com. In such circumstances, entrants acknowledge that Virgin Red must nevertheless still provide the information and winning entries to the Advertising Standards Authority or equivalent regulator on request.
28. We, and Virgin Wines in respect of the Main Prize, may ask the winners to use their name, county and image in publicity materials. We will retain the rights to any publicity materials produced by us.

General

29. Nothing in these Rules removes or limits our liability for: (a) fraud; or (b) death or personal injury caused by our negligence. These Rules also do not affect the rights that are granted to you as a consumer by the law.
30. We will not be liable to you if you suffer loss or inconvenience that is not foreseeable or that results from the failures of persons or systems that we do not directly control.
31. Virgin Red in its sole discretion reserves the right to withdraw or vary the terms of the Promotion in order to comply with the decision of any relevant judicial or regulatory body and shall not be held liable to any entrant for so doing.
32. If any provision of these Rules is held to be illegal, invalid, void or otherwise unenforceable it shall be severed from the remaining provisions of these Rules which shall as far as possible continue in full force and effect.
33. The Promotion and these Rules, and any dispute or claim arising out of or in connection with them, are governed by English law.
34. You can bring legal proceedings in respect of the Promotion and these Rules in the English courts. If you live in Scotland, Wales or Northern Ireland you can bring legal proceedings in respect of the Promotion and these Rules in either the English courts or the courts of your place of residence.