

# VIRGIN WINES YEAR'S SUPPLY OF WINES PROMOTION TERMS AND CONDITIONS

## FULL T&CS

These terms and conditions apply to the 'Win a year's supply of wine with Discovery Wine Club' 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 year's supply of wine with Discovery Wine Club" 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 Great Britain and provide a delivery address in Great Britain;
  - 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' Discovery Wine Club; and
  - e. have access to the internet.
8. To enter the Promotion, you must purchase the 12 bottle Discovery Wine Club promotional offer with reference VE2897 ("**Discovery Wine Club Offer**") by clicking the link on the "Win a year's supply of wine with Discovery Wine Club" tile on the VR Platform and follow the steps to sign up for Discovery Wine Club and purchase the Discovery Wine Club Offer between 00:00 on 13th June 2022 and 23:59 on 31st July 2022 (the "**Promotional Period**"). One purchase of the Discovery Wine Club Offer is equivalent to one entry in the prize draw. Only one entry per person is permitted during the Promotional Period.
9. Only customers who took up the Discovery Wine Club Offer and signed up to Discovery Wine Club 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 Discovery Wine Club account against which a winning entry was registered and the Year's Supply of Wine Prize will be delivered to the address registered to that account.

You must ensure that your Virgin Red membership number is correct and registered to your Virgin Wines account before purchasing the Discovery Wine Club 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 Discovery Wine Club Offer will only count for the purposes of this Promotion if the entrant successfully signs up for Discovery Wine Club and purchases the Discovery Wine Club 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 two winners selected by the automated computer process will win the Year's Supply of Wine prize described below and the next seven winners selected will win the Points Prizes (as defined below).
18. **Year's Supply of Wine Prize:**
  - a. The winners of the Year's Supply of Wine Prize will each receive a year's supply of wine, comprising 5 cases of wine throughout a 12 month period (one every quarter, and a special case at Christmas), with each case containing 12 hand-selected bottles worth at least £113.88 (the "**Year's Supply of Wine Prize**").
  - b. The winners will be contacted by Virgin Wines to arrange the first delivery of wine as part of Year's Supply of Wine Prize.
  - c. The winners' Discovery Wine Club membership will be paused until delivery of the final case of wine as part of the Year's Supply of Wine Prize, at which point their Discovery Wine Club membership will resume and it will be the winner's responsibility to pay for any further wine deliveries under the usual Virgin Wines terms and conditions applicable to the customer's Discovery Wine Club membership.
19. **Points Prizes:**
  - a. There will be:
    - i. Two winners of 25,000 (twenty five thousand) Virgin Points each; and
    - ii. Five winners of 10,000 (ten thousand) Virgin Points each, (together, the "**Points Prizes**").
20. By 26 August 2022, each winner will be notified by email to the email address registered to their Virgin Red account with details on how to accept their prize. For Points Prizes, your Virgin Points will be credited to your Virgin Red account within 7 days of acceptance of your 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 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. 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 due to circumstances beyond our control or to offer an alternative of similar value.
23. 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**

24. 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 passed to Virgin Wines and to being contacted by Virgin Wines for the purposes of confirming applicable details. 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's privacy policy as applicable, which can be found [here](#).
25. We reserve 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 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 [dpo@red.virgin.com](mailto:dpo@red.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.
26. We, and Virgin Wines in respect of the Year's Supply of Wine 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**

27. 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.
28. 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.
29. 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.
30. 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.
31. The Promotion and these Rules, and any dispute or claim arising out of or in connection with them, are governed by English law.
32. You can bring legal proceedings in respect of the Promotion and these Rules in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Promotion and these Rules in either the Scottish or the English courts.