

Virgin Hotels – 2022 Holiday Campaign Contest - Rules

1. Eligibility: The Virgin Hotels 2022 Holiday Campaign Contest (the “**Contest**”) is open to everyone who is twenty-one (21) years of age or older at time of entry. Employees of Virgin Hotels North America, LLC, a Delaware limited liability company, Joan Creative or other companies associated with the promotion of the Contest, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

2. Sponsor: The Contest is sponsored by Virgin Hotels (the “**Sponsor**”).

3. Agreement to Official Rules: Participation in the Contest constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Contest/Entry Period: The Contest begins on November 21, 2022, at 9:00 AM Eastern Time (“**ET**”) and ends on January 2, 2023, 11:59 PM Eastern Time (the “**Contest Period**”).

How to Enter (Entry): Book a stay at any participating Virgin Hotels during the contest/entry period. Once you have booked a stay during the contest / entry period you have then been entered for a chance to win the prize.

5. Winner Notification: Potential winners will be notified via the email address they provided in their reservation for the required submission of the contest and will be required to respond within three (3) business days of date of its issuance. If response to such notification is not received within specified time or any potential winner is not in compliance with these Official Rules, the prize may be forfeited and, at Sponsor’s discretion, awarded to another eligible entry.

6. Requirements of Potential Winners: Potential winners will be required to execute and return an affidavit of eligibility and a liability release and, where legal, a publicity release (the “**Affidavit/Release**”) within five (5) days of date of issuance of those documents or the prize may be forfeited and, at Sponsor’s discretion, awarded to an alternate winner.

7. Prize: Grand Prize package (10): An upgrade for winner and one (1) guest in Richard’s Penthouse Flat during the entrant’s booked stay at the participating Virgin Hotel (Estimated Retail Value (“**ERV**”) \$3,000). If the winner changes their original reservation made during the contest dates the upgrade to Richards Flat will be subject to availability for the new dates of the reservation The upgrade is available until December 31, 2023.

8. Privacy and Publicity: All information submitted by entrants in the Contest will be treated according to Virgin Hotels, LLC available at virginhotels.com. Except where prohibited, participation in the Contest constitutes an entrant’s consent to the Sponsor’s use of his/her

name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

9. General Conditions: In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes from among the eligible entries received up to the time of the impairment, using the Judging Criteria (as set forth above). The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

10. Warranties and Consents: By completing and submitting an Entry, you: (a) represent and warrant that (i) you have read, and agree to be bound by, these Official Rules (ii) based on the Rules, you are eligible to participate in the Contest, and (iii) all of the information provided as part of your submission is accurate, does not violate any third party's legal rights (including without limitation rights of privacy and publicity), and otherwise does not violate applicable law; (b) consent to the use of your name and/or likeness by the Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed), without additional compensation or authorization unless prohibited by law; (c) agree to be bound by the interpretations of these Official Rules by the Sponsor which are final in all matters relating to the Contest.

11. Release and Limitations of Liability: By participating in the Contest, entrants agree to release and hold harmless the Sponsor, their parent(s), officers, directors, employees, and agents (the "**Released Parties**") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an entrant from submitting an Entry; (b) unauthorized human intervention in the Contest; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing or judging of Entries; or (f) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

12. Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be

resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York County, New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York County, New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York County, New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York County, New York.

13. Contest Results: To request a winners list, send a self-addressed, stamped envelope to Virgin Hotels 2022 Holiday Campaign Contest, 3390 Mary Street, Suite 218, Miami, FL 33133. Requests must be received within four (4) weeks of the end of the Entry Period. VT residents omit postage.