

Terms & Conditions – Boohoo x VIBE by Jet2holidays Prize Draw

This prize draw is jointly promoted by Jet2holidays Limited (registered number: 04472486) whose registered office is at Low Fare Finder House, Leeds Bradford Airport, Yeadon, Leeds, West Yorkshire, LS19 7TU ("Jet2holidays") and Boohoo (registered number: 05723154) with its registered office at Boohoo.com, 49-51 Dale Street, Manchester, M1 2HF. By entering the prize draw, you are deemed to accept these terms:

1. This prize draw opens at 00.01am on 29th April 2022 and closes at 11.59pm on 12th May 2022.
2. Entrants to this prize draw must be residents of the UK, the Channel Islands or the Isle of Man and must be aged 18 years or over. Employees and officers of Jet2holidays, Jet2.com Limited, Jet2 plc or any companies within the same group or any organisation professionally involved with the prize draw (or in each case, their close relatives) are not eligible to enter.
3. An entrant may only be entered into the prize draw twice (by entering a maximum of once via the Jet2holidays entry form <https://www.jet2holidays.com/Boohoo> and once via the Boohoo entry form <https://www.boohoo.com/page/boohoo-x-Vibe.html>

How to enter:

4. To enter this prize draw you must enter your name and email address at either or both of <https://www.jet2holidays.com/Boohoo> or <https://www.boohoo.com/page/boohoo-x-Vibe.html>
5. (up to a maximum of once each on either page) before the closing time and date detailed in paragraph 1 above.
6. Jet2holidays and Boohoo shall not be responsible for and shall not have to accept entries which do not reach it before the closing date or are illegible, incomplete or corrupted. You must have a valid email address to claim this prize.

Choosing a Winner:

7. There will be 1 lucky winner of the Prize Draw.
8. Following entry to the Prize Draw, all entries made across each entry website shall be combined. If an entrant enters via the Boohoo website, details shall be transferred to Jet2holidays for the purpose of selecting the winner. The winner will then be randomly selected by Jet2holidays through a computer generated process.
9. The winners of the prize draw will be notified by email within 5 days after the closing time for the prize draw. We will try our best to contact the winners during the specified time. If a winner cannot be contacted or is not available, we reserve the right to select another winner from the valid/correct entries that were received.
10. Winners will be required to confirm acceptance of the prize within 10 days of having been notified. If a winner has not claimed their prize by the date specified, we reserve the right to select another winner from the valid/correct entries that were received.
11. For transparency each party may publish the surname and county of prize winner online. However, if you are the winner and you object to us doing this then please let us know when claiming your prize.

The Prizes:

12. The prize winner will win:

- (a) a 7 night holiday for 2 adults (aged 18 or above at date of travel) in a deluxe garden view room on a bed & breakfast basis at the Myconian Kyma, Mykonos. This prize includes return flights for up to 2 people from any Jet2.com UK base that flies to Mykonos, in-resort transfers AND 1 free item of checked baggage of up to 22kg per person.
- (b) This prize must be booked by 30th June 2022 and travel completed between the following dates:
 - 06/06/2022 - 21/07/2022
 - 01/08/2022 - 08/08/2022
 - 05/09/2022 - 20/10/2022

(The "Holiday Prize" which is subject to the "Holiday Prize Terms" and the "General Terms").

And

- 13. A £200 voucher from Boohoo.

(The "Boohoo Prize" which is subject to the "Boohoo Prize Terms" and the "General Terms").

The Holiday Prize Terms

- 14. Transfers to and from the airport in the UK are not included. No optional flight/board/accommodation supplements are included in the prize and these must be paid for by the winner at the time of booking for all the travelling party. Travel insurance is not included. Winners are advised to take out their own insurance.
- 15. If a prize is not booked by the applicable date, it will be deemed forfeited and Jet2holidays reserves the right to award a prize to another randomly selected entry.
- 16. The Holiday Prize is subject to these terms and conditions and the Jet2holidays' and Jet2.com's terms and conditions (together the "Terms and Conditions") which can be found at <http://www.jet2holidays.com/terms-and-conditions> and <http://www.jet2.com/terms> respectively. The holiday shall not constitute a 'package' under the Package Travel and Linked Travel Arrangements Regulations 2018 (the "Regulations") and the Regulations shall not apply, nor shall the applicable provisions of the Terms and Conditions which relate to the Regulations. In the event of any conflict between the Terms and Conditions, and these prize draw terms and conditions, these prize draw terms and conditions will take precedence.
- 17. The prize is subject to availability. Please note, prize flights are limited on the flights operated by Jet2.com and may be unavailable even if there is general availability on a particular flight.
- 18. Jet2holidays reserves the right (but shall be under no obligation) to substitute an alternative property/destination/travel dates at any time, to the equivalent prize value, or at its discretion, the cash value of the prize.
- 19. Jet2holidays reserves the right to amend or cancel the flights or holiday for administrative reasons without prior notice. Please note that the Jet2.com flight schedules are not guaranteed.
- 20. The prize is non-transferable and may not be exchanged for cash. The prize may only be taken by the competition winner along with any accompanying passenger(s) notified to Jet2holidays in the relevant booking, subject to the maximum number of passengers specified within the prize details. Flights must be taken at the same time from the same airport. Once you have made your booking, you cannot make any amendments.

21. Any optional purchases or supplements are subject to the standard Jet2holidays or Jet2.com terms and conditions. The prize duration may not be extended and the hotel may not be changed by the winner. Any additional passengers booked will be charged at normal rates for flights and accommodation.
22. All passengers must have a valid passport to travel, and must meet all relevant visa and/or other entry requirements, including any health/medical screening requirements or otherwise.

The Boohoo Prize Terms

1. One (1) £200 boohoo voucher for (1) Winner only to spend on <https://www.boohoo.com> (in relevant currency and subject to Boohoo's terms and conditions at <https://www.boohoo.com/page/terms-and-conditions.html>

The General Terms

23. Entrants' details will be used to administer the Prize Draw. Details will be used in accordance with the Jet2holidays privacy policy (see <https://www.jet2holidays.com/privacy-policy>) and Boohoo privacy policy <https://www.Boohoo.com/pages/privacy-statement>
24. Where an entrant enters the prize draw via <https://www.boohoo.com/page/boohoo-x-Vibe.html>, Boohoo, following the completion of the prize draw, transfer all entrants' details as provided by the entrant on the entry form to Jet2holidays to enable Jet2holidays to select a winner in accordance with the process as set out in these terms. Following selection of the winner, Jet2holidays shall delete and/or destroy all entrants' details provided to it by Boohoo within six months of the closing of the prize draw, save for those details that it may retain where an entrant has opted in to receiving Jet2holidays marketing in accordance with clause 25 below.
25. Data Subjects may exercise their rights under the GDPR in respect of and against both Jet2holidays and Boohoo in accordance with Article 26(3) of the GDPR.
26. When entering the Prize Draw entrants will be invited to opt in to receiving marketing from Jet2holidays and/or Boohoo. If entrants choose to opt in, their details will be retained by Jet2holidays and/or Boohoo (as applicable) for the purposes as set out in their respective privacy policies (which may include activities such as passing on information about deals, offers and promotion codes from Jet2holidays).
27. Jet2holidays and Boohoo may in its absolute discretion change these terms and conditions or extend the prize draw without notice at any time. Jet2holidays and Boohoo may cancel a prize draw without prior notice in the event of circumstances arising beyond its control that makes it necessary to do so.
28. Where Jet2holidays makes any changes to the holiday or dates of travel, no compensation or cash equivalent will be available. Jet2holidays will not be liable for any cancellations or changes to the prize draw or the prizes, or for any loss or damage. Nothing in these terms shall exclude or limit the liability of Jet2holidays in relation to personal injury or death caused by Jet2holidays negligence or for fraud.
29. If any person enters or attempts to enter the prize draw in a manner which Jet2holidays determines (acting reasonably): (a) is contrary to these terms; (b) by its nature is inconsistent with the spirit of the prize draw; and/or (c) is unjust to other participants, then such person may be disqualified from the prize draw at Jet2holidays' sole discretion and may be required to return any prizes already awarded (if applicable). This may include without limitation participation by professional competitors, tampering with the operation of the prize draw, cheating, hacking, deception or any other actions which disadvantage (or are intended to disadvantage) other participants and/or Jet2holidays. Furthermore, where Jet2holidays determines that such actions have impaired the prize draw, Jet2holidays may, at its sole discretion take such steps as it deems reasonable to resolve any problems arising from such actions, including:

- (a) repeating or adding further stages to the prize draw; or
 - (b) in the event of disqualification, awarding the prize to a/other runner(s) up, another entry drawn at random or the next entry with the highest number of votes (as applicable).
30. Please note that Facebook, Twitter or Instagram are not responsible for any element of this promotion and has in no way sponsored, endorsed or administered this promotion.
31. These terms are subject to English Law and by entering this prize draw you submit to the exclusive jurisdiction of the courts of England.

Schedule 3 – Data Protection

Within this Schedule, Data Protection Legislation means (i) all applicable laws, regulations, regulatory requirements and codes of practice in connection with the processing of Personal Data; (ii) all relevant data protection and privacy laws including, but not limited to, Regulation (EU) 2016/679 (directly applicable European Union law) or Regulation (EU) 2016/679 as transposed into the United Kingdom ("UK") national law by the operation of section 3 of the EU (Withdrawal) Act 2018 (and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("GDPR"), the Data Protection Act 2018 and/or other applicable data protection or national/federal or state/provincial privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable Government Authorities.

Within this Schedule, "**Controller**", "**Joint Controllers**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", and "**Processing**" shall have the meanings set out in the Data Protection Legislation and "**Process**" shall be construed in accordance with the definition of "**Processing**".

Promotional Activities and Marketing

1.1 The parties acknowledge that in respect of Personal Data which is Processed for the purposes of:

- 1.1.1 marketing consents (for example the opt-in data which is gathered upon entry to the Prize Draw), and subsequent marketing activities; and
- 1.1.2 promoting the Promotional Activities to customers or prospective customers,

each party shall act as an independent Controller and shall comply with their respective obligations under Data Protection Legislation in relation to any such Processing of Personal Data. In addition, each party warrants that it has the appropriate consent from data subjects required to email the data subjects for the purpose of the Promotional Activities.

Administration of the Prize Draw

- 1.2 The parties acknowledge and agree that in respect of any Personal Data which is to be shared between the parties for the purpose of administration of the Prize Draw as further detailed in Annex 1 below ("Shared Personal Data"), each party shall be a Joint Controller and shall comply with their respective obligations under Data Protection Legislation in relation to any such Processing of Shared Personal Data.
- 1.3 The parties agree to only process Shared Personal Data, for the purpose of the administration of the Prize Draw and as detailed in Annex 1 below.

- 1.4 The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this Schedule.
- 1.5 Notwithstanding clauses the foregoing of this Schedule if and to the extent that the parties determine in respect of any Processing of Personal Data that the relationship between them is not one of Joint Controllers because it is between independent Controllers, or between one or more Controllers and one or more Processors, then they will cooperate in agreeing and documenting appropriate arrangements for that other relationship or those other relationships.
- 1.6 Each party shall appoint a single point of contact (SPoC) for Data Subjects and also who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the parties are detailed in Annex 1.
- 1.7 The parties shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by Articles 13 and 14 of the GDPR.
- 1.8 Each party shall comply with its obligations under Article 26 of the GDPR and:
- (a) shall make available to Data Subjects the essence of the arrangements contemplated by this Agreement as is required by Article 26(2) of the GDPR;
 - (b) acknowledges that Data Subjects may exercise their rights under the GDPR in respect of and against each party in accordance with Article 26(3) of the GDPR; and
 - (c) agrees to provide to each other party such cooperation as may reasonably be required to assist that other party in compliance with its obligations under Article 26 of the GDPR.
- 1.9 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation in respect of the Shared Data within the time limits imposed by the Data Protection Legislation.
- 1.10 The parties shall not retain or process Shared Personal Data for longer than as detailed in Annex 1. Following this period, each party shall destroy the Shared Personal Data.
- 1.11 The parties shall only provide the Shared Personal Data to the other by using secure methods as further detailed in Annex 1.
- 1.12 To the extent that either party appoints a sub-processor in respect of the Shared Personal Data, it shall ensure that it has in place appropriate contractual measures to govern that relationship and that party shall remain fully liable to the other for any failure by a sub-processor to fulfil its obligations in relation to the Processing of any Shared Personal Data.
- 1.13 The parties undertake to have in place throughout the Term appropriate technical and organisational security measures to prevent:
- (i) unauthorised or unlawful processing of the Shared Personal Data; and
 - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data
- and ensure a level of security appropriate to:
- (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

(ii) the nature of the Shared Personal Data to be protected.

1.14 Each party shall comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects under Article 33 of the GDPR and shall each inform the other party of any Personal Data Breach in relation to the Shared Personal Data irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s).

1.15 In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

1.16 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

1.17 Each party warrants and undertakes that it will:

(a) Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations.

(b) Respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Supervisory Authority in relation to the Shared Personal Data.

The parties warrant and undertake that they are entitled to provide the Shared Personal Data to each other and they will ensure that the Shared Personal Data are accurate.

1.18 Each party shall indemnify and keep indemnified the other from and against all Losses suffered or incurred by it arising out of or in connection with claims and proceedings arising from any breach of their obligations under this schedule.

Annex 1

Shared Data	Name of entrant Email address of Entrant
Details of processing	<p>The parties agree that each party will host a landing page for the Prize Draw. The Prize Draw will have data fields to collect:</p> <p>1.1.1. Name of entrant; and</p> <p>1.1.2. Email address of entrant.</p> <p>Within 3 days following the Prize Draw End Date, Boohoo will transfer to Jet2holidays the name of each entrant that has successfully submitted an entry to the Prize Draw via the Boohoo landing page. The data shall be transferred via 'ShareFile'</p> <p>This will enable Jet2holidays to combine these names with those entrants that have entered the Prize Draw via the Jet2holidays landing page. Jet2holidays will then randomly select the winner of the Prize Draw. Following the draw, Jet2holidays will confirm the name of the winner to Boohoo.</p>

	Jet2holidays shall notify the winner of their winning of the prize draw.
Retention Period for Shared Data	6 months from the closing date of the prize draw
Single Point of Contact for each party	Sarah Pasby, sarah.pasby@jet2.com