

# LET'S GET LOST CAMPAIGN – PRIZE PROMOTION TERMS AND CONDITIONS

## 1. The Promoter and the Prize Provider

The Prize promoter is 360 Degrees Communications Limited (Company no: 03270516) of 20 Little Portland Street, London W1W 8BS (the "**Promoter**").

The Prize (as defined below) provider is Wizz Air UK Ltd. (Company no: 10982241) of Percival House 134 Percival Way, London Luton Airport Roundabout, Luton, United Kingdom LU2 9NU. (the "**Prize Provider**").

## 2. The Prize

2.1 The prize consists of (i) two (2) return tickets (one for the winner and one for a companion of their choice ("**Companion**")) to the Wizz Air Let's get lost flight from London Gatwick ("**Airport**") to an unknown destination between 7 – 10 March ("**Trip Dates**") and (ii) accommodation during the Trip Dates for the winner and the Companion (the "**Prize**").

2.2 There are 35 Prizes available and therefore 35 winners will be selected.

2.3 The winner is responsible for any costs or expenses involved in claiming or using the Prize other than those that are expressly stated above as being included as part of the Prize.

2.4 For the avoidance of doubt, the Prize does not include:

- (a) Travel to and from the Airport;
- (b) Travel insurance during the Trip Dates; and
- (c) Any expenses during the trip (including without limitation an allowance to cover sustenance or local travel within the unknown destination).

## 3. Opening and Closing Dates

3.1 On 15 February 2024 Wizz Air (@wizzair) will post an Instagram Reel ("**Instagram Reel**") inviting the public to take part in the promotion to win a Prize ("**Prize Promotion**"). Participants will be required to (i) like, (ii) tag a friend and (iii) name a destination they hope to go to in the comments section of the Instagram Reel. The Prize Promotion will be live from 15 February 2024 (the "**Opening Date**") until 22 February 2024 (the "**Closing Date**").

3.2 You may enter the Prize Promotion as many times as you wish.

- 3.3 The Promoter, the Prize Provider or their agents will contact the winners via direct message on Instagram on or around 28 February 2024 ("**Confirmation Message**").
- 3.4 You must respond to the Confirmation Message within **48 hours** should you wish to accept the Prize.
- 3.5 In the event that any winner fails to respond to the Confirmation Message within 48 hours, the Promoter reserves the right to offer the Prize to the next eligible entrant selected in accordance with clause [7.1].
- 3.6 The dates and any other aspect of the Prize cannot be changed by the winners the Companions or anyone else other than the Promoter or the Prize Provider.
- 3.7 There is no cash alternative for the Prize.
- 3.8 The Prize is not negotiable or transferable.
- 3.9 The Promoter provides no guarantees and has no liability in relation to the ultimate destination and the quality of the accommodation associated with the Prize. By submitting an entry to the Prize Promotion, you expressly acknowledge that the destination may not be disclosed to you before the commencement of the travel. Any imagery used in relation to the Prize promotion are for information purposes.
- 3.10 You understand and agree that the Prize may present you and your Companion with opportunities to consume alcohol. You warrant and undertake that, during the Trip Dates, you and your Companion will drink responsibly and in moderation. You accept that you and your Companion may be excluded or removed from any activities and/or the entire programme organised by the Prize Provider during the Trip Dates at any time if you fail to adhere to this requirement and/or any applicable laws.
- 3.11 You further undertake that you will comply with all health, safety and other instructions or guidelines which may be issued from time to time by the Promoter, the Prize Provider and/or any of their agents, employees, officers, representatives and subcontractors before and during the Trip Dates.
- 3.12 The Prize may be subject to additional terms and conditions imposed by the Prize Provider or other organisations connected to the Prize Promotion.
- 3.13 Notwithstanding the foregoing, the Promoter, the Prize Provider and/or their agents reserve the right to require the winners and the Companions to adhere to any health and safety waiver, image release, or standard documentation that in the reasonable opinion of the Promoter, the Prize Provider and/or their agents might be necessary for the winners and/or the Companions to make use of the Prize or might otherwise be necessary or

desirable in the context of the Prize Promotion (“**Additional Terms**”). Failure to adhere to the Additional Terms might result in the Prize being forfeited.

#### **4. Eligibility**

- 4.1 Participation in the Prize Promotion is free and no payment is necessary.
- 4.2 By entering the Prize Promotion, you are agreeing to be bound by these terms and conditions (the “**Terms**”).
- 4.3 The Prize Promotion is only open to UK residents who: (i) are aged 18 years or over at the time of entry; (ii) are not employees of the Promoter or the Prize Provider or any Promoter or Prize Provider group companies; (iii) are not in any way connected professionally with the Prize Promotion; (iv) hold a valid passport with an expiry date no earlier than 30 September 2024; (v) follow @wizzair on Instagram; (vi) whose Instagram account is public; (vii) whose Instagram account, in the reasonable opinion of the Promoter, the Prize Provider or their agents, does not consist of an Instagram spam bot (i.e. an automated account used to fake likes, follows, comments, posts and more); and (viii) do not have any unspent criminal convictions (“**Eligibility Requirements**”).
- 4.4 If you are selected as a winner your Companion must (i) be a UK resident; (ii) not be an employee of the Promoter or the Prize Provider or any Promoter or Prize Provider group companies; (iii) not be in any way connected professionally with the Prize Promotion; (iv) be over the age of 18 at the time of entry; (v) hold a valid passport with an expiry date no earlier than 30 September 2024; and (vi) not have any unspent criminal convictions.
- 4.5 In entering the Prize Promotion, you confirm that you are eligible to claim the Prize and that you understand what the Prize will involve.

#### **5. Proof of eligibility**

- 5.1 The Promoter will require you to provide proof that you are eligible to enter the Prize Promotion on or after the date you receive the Confirmation Message.
- 5.2 You will only be eligible to claim the Prize if you meet all the Eligibility Requirements.
- 5.3 Delay or failure to provide proof of eligibility to the reasonable satisfaction of the Promoter, the Prize Provider and/or their agents may result in your entry being void or your Prize being forfeited.
- 5.4 The Promoter’s decision will be final in determining whether a proof of eligibility is valid and reasonably satisfactory.

5.5 The Promoter reserves the right, at any time, to verify the accuracy of the details submitted/ contained in all entries.

5.6 The Promoter further reserves the right at any time to cancel your participation in the Prize Promotion (either before or after the Closing Date) if you have used any fraudulent means in participating in the Prize Promotion.

## **6. How to opt out of the Prize Promotion**

6.1 If plans change and you have been selected as a winner and you don't wish to make use of the Prize, you can opt out of the Prize Promotion by emailing: [getlost@wizzair.com](mailto:getlost@wizzair.com). Once you have opted out, your Prize may be offered to another entrant at the Promoter's sole discretion.

## **7. Winner selection**

7.1 The winners of the Prize will be the first 35 entrants randomly selected in an automated draw from all entries correctly submitted in accordance with these Terms.

## **8. Limitation of liability**

8.1 Insofar as is permitted by law, the Promoter, the Prize Provider and their agents will not in any circumstances be responsible or liable to compensate any entrants, winners and/or Companions and do not accept any liability for any loss, damage, personal injury or death occurring as a result of using the Prize, except where it is caused by the negligence of the Promoter, its agents or that of their employees.

8.2 Your statutory rights are not affected.

8.3 If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter or its agents and which prevents the Promoter or its agents from complying with the Terms, the Promoter will not be liable for any failure to perform or delay in performing its obligations set out in the Terms.

8.4 The Promoter (and its agents) reserves all rights to remove you from the Prize Promotion at its sole discretion (including without limitation if your conduct is contrary to the spirit or intention of the Prize Promotion).

## **9. Ownership of Prize Promotion entries and intellectual property rights**

9.1 You will retain ownership of all intellectual property rights (including copyright) in your entry, but you agree to grant the Promoter, the Prize Provider and their assigns a worldwide and perpetual licence to use it for any purpose connected to the Prize Promotion.

9.2 By entering the Prize Promotion, you agree to grant to the Promoter, the Prize Provider and their assigns permission to make (and to grant others permission to make) audio and video recordings (including without limitation photographs) of you and irrevocably, to edit, broadcast and/or transmit such recordings in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as the Promoter and/or the Prize Provider and their assigns may desire. All rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by the Prize Provider (and the Promoter where applicable).

9.3 You agree that the Prize Provider is an express third party beneficiary to these Terms and that all obligations owed by you under these Terms are owed to, and may be enforced by, both the Promoter and the Prize Provider, and any and all rights granted to the Promoter under these Terms shall be exercisable by both the Promoter and/or the Prize Provider.

## **10. Data protection and publicity**

10.1 See Annex 1 - Privacy notice for "GET LOST WITH WIZZ" Instagram Promotion.

## **11. General**

11.1 The Promoter and/or the Prize Provider reserves the right, in their sole discretion, to suspend, cancel or amend the Prize Promotion and/or the Prize or invalidate any affected entries if, for any reason, the Prize Promotion and/or the Prize is not capable of running as planned and it has become necessary to do so (including without limitation by reason of extreme weather, natural disaster, epidemic or pandemic, industrial strike action, flight or other travel cancellations, infection by computer virus, network or technical failure, bugs, tampering, unauthorised intervention, fraud or any other cause which is beyond the reasonable control of the Prize Promoter and which corrupts or affects the administration, security, fairness, integrity, proper conduct or in any other way the Prize Promotion and/or the Prize).

11.2 By entering the Prize Promotion, all entrants will be deemed to have accepted the Terms. The Terms supersede any prior or contemporaneous understandings, representations and warranties, and communications, both written or oral.

11.3 If there is any reason to believe that an entrant, a winner or a Companion has breached the Terms, the Promoter and/or the Prize Provider may, at their sole discretion, exclude such entrant's, winners or Companions from participating in the Prize Promotion and/or withdraw any Prize if a Prize has already been awarded to such person.

- 11.4 If any of the Terms should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from the Terms and the remaining paragraphs shall survive and remain in full force and effect.
- 11.5 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or the Prize, their subject matter or formation shall be governed by and construed in accordance with the law of England.
- 11.6 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms, their subject matter or formation.