

Terms & Conditions for the Whittard x Sandals Draw

(the "Prize Draw")

1. Introduction

- a. The Prize Draw is organised and run by Whittard Trading Limited ("Whittard"), who can be contacted at First Floor West 25 Western Avenue, Milton Park, Abingdon, England, OX14 4SH.
- b. The accommodation and excursion provider, Unique Vacations (UK) Ltd. ("Unique Vacations"), can be contacted at 2nd Floor, Nucleus House, 2 Lower Mortlake Rd, Richmond TW9 2JA
- c. By entering this Prize Draw you agree to these Terms and Conditions (these "Terms") and any decisions reached by Whittard and Unique Vacations, which are final and binding in all matters related to this Prize Draw.
- d. The Prize Draw starts at 12:00 BST on 30th September 2022 and ends at 23:59 GMT on 31st October 2022 (the "Prize Draw Period").

2. Who can enter this Prize Draw?

- a. Participants must:
 - i. be a resident of, and have a postal address in, United Kingdom;
 - ii. have a valid passport;
 - iii. and be aged 18 or over.
- b. The Prize Draw is not open to directors, members, partners, employees, agents or consultants of Whittard or Unique Vacations, any person who directly or indirectly controls or is controlled by Whittard or Unique Vacations, or any supplier of goods or services in connection with the Prize Draw, or their spouses, life partners, business partners or immediate family members.
- c. By entering the Prize Draw you hereby warrant that all information submitted by you is true, current and complete. Whittard or Unique Vacations reserves the right to verify the eligibility of all participants and disqualify a participant for submitting false information.

3. How does the Prize Draw work?

- a. No purchase is necessary to enter the Prize Draw and entry is free.
- b. To enter the Prize Draw on Facebook (www.facebook.com/whittardofchelsea), during the Prize Draw Period participants must:
 - i. Follow the link in the Whittard of Chelsea (@whittardofchelsea) All-Inclusive Caribbean Holiday Giveaway post and fill in and submit the entry form: <https://jamaicacompetition.whittard.co.uk/434343> (an "Entry").
- c. To enter the Prize Draw on Instagram (www.instagram.com/whittardofchelsea1886), during the Prize Draw Period Participants must:
 - i. Follow the link in the Whittard of Chelsea (@whittardofchelsea1886) bio and fill in and submit the entry form: <https://jamaicacompetition.whittard.co.uk/434343> (an "Entry").
- d. Each Participant must enter with a valid email address. In addition to their Entry, a Participant has the opportunity to enter the Prize Draw by following Whittard of Chelsea (@whittardofchelsea for Facebook, @whittardofchelsea1886 for Instagram and TikTok) on Facebook, Instagram and TikTok when completing the entry form. Additional entries are not required to take part in the prize draw.
- e. All Entries must be received by Whittard during the Prize Draw Period, or they will be void. Whittard will not accept responsibility for:
 - i. Prize Draw Entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - ii. any change in dates, times or cancellations or other arrangements that may prevent a winner from accepting, taking or using a prize.
- f. On or after 1st November 2022, one winner will be selected at random, using a random computer-generated process, from all valid Entries received.
- g. The winner will be notified on or after 1st November 2022 via Email ("Notification").
- h. The prize must be claimed in accordance with the instructions in the Notification message, within 72 hours of the Notification (the "Claim Period"). In order to receive their Prize, the winner will also need to provide Whittard with any further information requested by Whittard, in accordance with the instructions set out in the Notification within this Claim Period. Failure to claim the Prize in accordance with the instructions in the Notification within the Claim Period will result in the forfeit of the Prize and an alternative winner will be chosen.

- i. The winner may be required to provide Whittard with proof of identification in order to verify compliance with the eligibility requirements for the Prize Draw.
- j. The winner will receive Prize B within two weeks of the winner providing Whittard with the information requested in the Notification (as set out under clause 3(i)). The winner will receive a letter from Unique Vacations detailing how to redeem Prize A within two weeks of providing Whittard with the information requested in the Notification. Dates to use Prize A shall be subject to availability and blackout dates.
- k. If the winner is found to be ineligible or fails to comply with these Terms, then the winner may, in Whittard's sole discretion, be disqualified and an alternate winner will be selected.

4. What is the Prize?

- a. There will be one winner.
- b. The winner will receive:
 - Prize A:**
Unique Vacations to provide:
 - i. One (1) seven-night (7) Luxury Included® (all-inclusive) accommodation-only stay for two (2) adults at Sandals Ochi Beach Resort in Jamaica (subject to availability and blackout dates) in one deluxe room with a king size bed ("Sandals Resorts Accommodations"); and
 - ii. One (1) Platinum Blue Mountain Bicycle Experience from Ocho Rios excursions for two (2) adults with Island Routes, subject to availability (the "Bicycle Experience") to take place at the Sandals Resorts stay.
 - iii. Sandals Resorts is a Luxury Included® couples only resort destination. The accommodations will be in a deluxe room (one king size bed), inclusive of all meals, unlimited premium brand spirits, daily & nightly entertainment, an array of land and water sports activities, including daily scuba diving (where available - for certified divers only), snorkeling, Wi-Fi in all rooms and public areas, resort gratuities, resort taxes and Sandals Resorts transfers to and from the designated resort's airport.
 - Prize B:**
Whittard to provide:
 - i. Two (2) adults (Prize winner and travel companion) Economy return flights to Jamaica from the UK. Flights to be booked by Whittard once Sandals Resorts Accommodations booking has been confirmed by Unique Vacations.
 - ii. 125g pouch of Jamaica Blue Mountain Coffee [SKU: 110866], 8-Cup Whittard Cafetiere [SKU: 355115], and 2 Nova Mugs [SKU: 354175].

Prize A and Prize B, collectively "the Prize".

- c. Unique Vacations shall be responsible for the provision of Prize A to the winner.
- d. Whittard shall be responsible for the provision of Prize B to the winner.
- e. Blackout dates and travel restrictions apply to Prize A. Prize A is subject to Sandals Resorts' terms and conditions (available here: www.sandals.com/terms-conditions/). Unique Vacations reserves the right to substitute the designated Resort (Sandals Ochi Beach Resort) for another resort in the Sandals Resorts chain in a similar category, and to change dates should circumstances so require and/or for any circumstance(s) beyond the designated resort's control. The Sandals Resorts' Terms and Conditions agreed to by the winner shall apply with equal applicability to any resort which is the subject of substitution or deviation. Neither Unique Vacations nor Sandals Resorts shall be liable for any claim made by the winner whatsoever, including but not limited to loss, compensation, or refund by reason of such substitution or deviation.
- f. Any expenses outside of those specified in the Prize details in clause 4(b) shall be the sole responsibility of the winner, including but not limited to, domestic transfers including any internal flights or transportation to the UK departure airport, spending money, telephone calls, Red Lane® Spa treatments and services, specialty dining, tours & excursions (except as indicated in the Sandals Resorts Accommodations package, inter-island transportation, SCUBA certification courses, island departure taxes and purchases made at the Sandals Resorts Specialty or Gift Shops. All expenses and incidental travel costs not expressly stated in the Prize e description (above), including but not limited to, all ground transportation (outside of local airport to resort round trip transfers in Jamaica and bicycle experience tour), travel insurance, passenger tariffs or duties, baggage fees, service charges or facility charges, personal charges at lodging, security fees and taxes are not included and shall be the sole responsibility of the winner.

- g. Evidence of comprehensive travel insurance is required prior to departure. Whittard and Unique Vacations shall not provide travel insurance to the winner.
- h. Prize A, along with the associated flights under Prize B, must be redeemed between 3rd November 2022 and 3rd November 2023 (the "Prize Redemption Period"). Sandals Resorts Accommodations cannot be taken during peak seasons (Easter, July, August, December and New Year's) and cannot be confirmed until 90 days prior to the departure date. Once dates are confirmed there will be an administration fee for any changes made to the reservations.
- i. The Prize is non-transferable, non-exchangeable, and have a cash value of zero. The Prize is for personal use only and are not for resale. The Prize may be forfeited in the event that Whittard or Unique Vacations determines that the Prize is being misused. Unique Vacations reserves the right to substitute Prize A for a prize of equal or greater value in its absolute discretion. Whittard reserves the right to substitute Prize B for a prize of equal or greater value in its absolute discretion. If Prize A (and the associated flights under Prize B) is not redeemed during the Prize Package Redemption Period, Prize A will be forfeited.
- j. Passports are required for international travel and must have at least six (6) months validity from when the trip is completed (i.e. the date you travel home).

5. General

- a. Whittard reserves the right to amend the rules of the Prize Draw, to withdraw the Prize Draw at any time if circumstances beyond its control make this unavoidable, or to cancel the Prize in the event of non-compliance with these Terms.
- b. Whittard will use your personal details to contact you for administrative purposes relating to this Prize Draw.
- c. If you have elected to be added to Whittard's email database, you will also receive promotional emails with offers, news, products and information. You can unsubscribe at any time.
- d. Whittard will keep your personal information safe and will use your personal information in accordance with the privacy policy available on its website (<https://www.whittard.co.uk/privacy-policy.html>).
- e. Any personal data collected from the winner and provided to Unique Vacations as the Sandals Resorts Accommodations Provider and Administrator of the Sandals Resorts Accommodations for redemption purposes shall be subject to the privacy policy of the worldwide representative of Sandals Resorts (available here www.sandals.com/terms-conditions). Unique Vacations will only use the personal data of the winner and travel companion for the purposes of administering the Sandals Resorts Accommodations redemption, unless the winner and travel companion provide express consent signifying their agreement to any other processing or use of their personal data. For the redemption of the Sandals Resorts Accommodations, the personal data collected from the winner and travel companion will be shared with the Sandals Resorts Accommodations Provider's reservations affiliate and the resort which are both located outside of the United Kingdom.
- f. The winner's surname and county will be made available. The winner will have the right to object to this information being published or to request a reduction in the amount of information being published. Whittard may be required to provide this information to the relevant regulatory authorities.
- g. The decision of Whittard regarding any aspect of the Prize Draw is final and binding and no correspondence will be entered into about it.
- h. Any cancellation or changes will be posted on the relevant Prize Draw page at www.whittard.co.uk.
- i. With the exception of liability which cannot be excluded by law, Whittard and Unique Vacations are not liable for, and you release and hold harmless Whittard and Unique Vacations and each of their subsidiaries and affiliated companies and their respective officers, directors, employees, agents, successors, assigns and insurers from and against any and all liabilities and/or claims and causes of action relating to any direct or indirect loss or damage which is suffered, as a result of entering the Prize Draw, failing to win, winning, accepting or using any portion of the Prize Package For any injuries, illness, death, loss or damage of any kind arising from or in connection with participation in the Prize Draw and/or any element thereof.
- j. This Prize Draw is run by Whittard, it has no affiliation with Facebook, Instagram or TikTok, and they have no liability whatsoever for the running of this Prize Draw. Any complaint about the Prize Draw should be directed to Whittard and not Facebook, Instagram or TikTok.
- k. If you require any help or have any enquiries relating to these Terms please contact Whittard at the address above.
- l. These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

m. **Sandals Resorts COVID-19 Policy:**

A respiratory virus, called Covid19 and its variants have been identified as the cause of an outbreak of respiratory illness and cases have been identified in other countries and the Caribbean. The Influencer can find updated information on the Centers for Disease Control's website. The health and safety of resort guests is a priority. Prior to entering the Designated Resort, all guests will be administered a no-touch thermal scan to screen for fever. Anyone with any fever ($\geq 38\text{ C}^\circ/100.4\text{ F}^\circ$) will not be allowed to enter the resort until they are assessed by a nurse or doctor. The medical professional may recommend that a COVID-19 test be administered. With a positive test result the guests remains isolated in their room until the release criteria of the specific jurisdiction is satisfied. If negative the guests will be free to enter and enjoy the resort. Beaches Resorts reserves the right to implement other health, safety and COVID-19 protocols in its sole discretion. There is a risk in entry regardless of temperature checks, and all guests enter at their own risk and shall be advised as follows: If you experience any symptoms of any illness while at the Resort, please stay in your room and contact the Medical Center. Consultation charges will be waived. If you develop symptoms after leaving the Resort, see a doctor right away and advise the Resort. All guests shall further acknowledge and agree that they are fully aware of the contagious nature and effects of COVID-19 and voluntarily assume that risk and responsibility and further agree that they will release, indemnify and hold harmless UTC, the Designated Resort, the Brand, and their respective parent companies, affiliates, subsidiaries, insurers, directors, officers, employees, successors, assigns, agents and representatives, against any claims and/or damages whatsoever, including legal fees relating to any infection, transmission, health condition influenced or otherwise impacted or complication by COVID-19.

- n. **Travel Safety Warning:** Guests are responsible for checking the travel and entry protocols for the destination that they are travelling to before they depart and ensuring that they fully understand and comply with any such protocols. For example, for some destinations, may require all guests to be vaccinated and/or to obtain a negative PCR COVID-19 test a certain number of days pre-travel and post travel to the UK. Guests should visit the UK Foreign Commonwealth and Development Office ("FCDO") website before travel and check the official Government website for the country they are visiting to ensure that they comply with all entry protocols. Unique Vacations and/or Sandals Resorts shall not be responsible for any additional costs incurred for any required COVID testing, quarantine, or any other costs not included in the Sandals Prize Package description.

Compliance with Government Entities: Unique Vacations and Sandals Resorts and/or any of its related entities shall have the right to comply with any and all orders, recommendations, or directions whatsoever given by any government entity or by persons purporting to act with such authority, and such compliance shall not be deemed a breach of any agreement or any agreement entitling the guests to assert any claim for liability, compensation or refund.

- o. **Class action waiver:** THIS SECTION PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION AND SUPERSEDES ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. THIS CLASS ACTION WAIVER PRECLUDES GUEST FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING ANY CLAIM BROUGHT UNDER AS A RESULT OF ANY AGREEMENT. EVEN IF APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST ANY ENTITY UNDER THE UNIQUE GROUP AND/OR SANDALS RESORTS WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. IF GUEST'S CLAIM IS SUBJECT TO LEGAL PROCEEDING UNDER FOREIGN SELECTION AND CHOICE OF LAW PROVISIONS OF THE ACCOMMODATIONS, AMENITIES, TRANSPORTATION AND OTHER PRODUCTS OR SERVICES TERMS AND CONDITIONS (AVAILABLE HERE: WWW.SANDALS.COM/TERMS-CONDITIONS/) THE GUEST FURTHER AGREES AND ACKNOWLEDGES THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE PROCEEDING OF ANY DISPUTES BETWEEN THE PARTIES AND IS NON-SEVERABLE FROM THE AGREEMENT TO ANY CLAIMS HEREIN. VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER MAY BE DETERMINED ONLY BY A JUDGE OR COURT OF LAW. GUEST AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE FORUM SELECTION AND CHOICE OF LAW PROVISION SET FORTH IN THE TERMS AND CONDITIONS. GUEST AGREES THAT THE PARTIES REFERENCED IN FOREIGN SELECTION AND CHOICE OF LAW PROVISIONS OF THE TERMS AND CONDITIONS THAT MAY BE THE SUBJECT OF ANY CLAIM BY GUEST CAN RECEIVE IMMEDIATE JUDICIAL ASSISTANCE TO ENFORCE THIS CLASS ACTION WAIVER.