#### River Island x Jet2holidays Competition.

#### 1. The Promoter

1.1 The promoter is River Island Clothing Co. Ltd, Chelsea House, Westgate, London, W5 1DR ("River Island"). River Island is a data controller under the General Data Protection Regulation and is registered with the Information Commissioner's Office. No provisions of these terms & conditions shall affect any statutory rights of entrants. "River Island" is the registered trademark of River Island Clothing Co. Ltd.

# 2. The competition

2.1 The title of the competition is **River Island x Jet2holidays Competition** (the "**Competition**").

#### 3. How to enter

- 3.1 The Competition will run from 06:30am on 29/05/2024 (the "**Opening Date**") to 23:59 on 17th June 2024 (the "**Closing Date**") inclusive.
- 3.2 All Competition entries must be submitted by no later than 23:59pm on the Closing Date. All Competition entries received after the Closing Date are automatically disqualified.
- 3.3 To enter the Competition, Entrants must:
  - A) Go onto either the (1) River Island website via gamification <a href="https://www.riverisland.com/match-win-fly">https://www.riverisland.com/match-win-fly</a>; or (2) into one (1) of the participating River Island stores\* and scan the QR at till point to load the game. Upon scanning the QR code or by directly going onto the River Island website, there will be a landing page which will allow you to play the game ("the Game").
  - B) In order to play the Game, entrants shall match the images on their screen within 60 seconds and within 8 moves. Once the 60 seconds are over, the Game will be automatically submitted.
- 3.4 In relation to clause 3.3(a) above, River Island stores that are participating in the Game include the following stores only: (1) Manchester Trafford, (2) Birmingham Bullring, (3) Liverpool Church Street, (4) Derby, (5) Leeds Trinity, (6) Glasgow Fort, (7) Newcastle, (8) Thurrock, (9) Westfield Stratford; and Bristol.
- 3.5 Entrants who do not complete the Game on time and therefore did not fulfil the requirements at 3.3(b) above, will automatically be added to the prize draw.

# 3.6 River Island will **not** accept:

- (a) responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any posting failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- (b) proof of posting or transmission as proof of receipt of entry to the Competition.

- 3.7 By submitting a Competition entry, you are agreeing to be bound by these terms and conditions.
- 3.8 The Competition entries will be entered into a draw and the winner will be selected by a computer process that produces verifiably random results.

## 4. Eligibility

- 4.1 The Competition is open to all residents in the UK, the Channel Islands and Isle of Man aged **18** or over ("Entrants"), **except**:
  - (a) employees of River Island, Jet2holidays Limited, Jet2.com Limited, Jet2 plc or any companies within the same group or its holding or subsidiary companies;
  - (b) employees of agents or suppliers of River Island, Jet2holidays Limited, Jet2.com Limited, Jet2 plc or any companies within the same group or its holding or subsidiary companies, who are professionally connected with the Competition or its administration; or
  - (c) members of the immediate families or households of (a) and (b) above.
- 4.2 In entering the Competition, you confirm that you are eligible to do so and eligible to claim the prize. River Island may require you to provide proof that you are eligible to enter the Competition.
- 4.3 River Island will not accept Competition entries that are:
  - (a) automatically generated by computer;
  - (b) completed by third parties or in bulk;
  - (c) illegible, have been altered, reconstructed, forged or tampered with;
  - (d) photocopies and not originals; or
  - (e) incomplete.
- 4.4 Entrants can only enter the Competition once. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.5 River Island reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Competition.

### 5. The prize(s)

- 5.1 The one (1) winner will receive the Competition Prize ("the Prize") which is:
  - (a) Two (2) £500 River Island Digital Gift Cards to spend either online or in-store across all ranges. River Island will contact the winner via email and will send their gift card to them digitally.

- (b) Runner up Entrants and new customers in relation to Prize 5.1(a), will have the chance to receive 10% off a £50 spend in-store and online. Please see clause 6.3(c) and 6.3(d) below for further details.
- (c) a 7 night holiday for 2 adults (aged 18 or over at the time of travel) in a Fabulous Bay Double room with Sea View on a half board basis at the San Antoni Corfu Resort. This prize includes return flights for up to 2 adults from any UK Jet2.com base to Corfu, transfers to and from the overseas airport and the hotel AND 1 free item of checked baggage of up to 22kg per person.
- 5.2 This Prize must be booked by 29<sup>th</sup> July 2024 and all travel to and from the destination must be completed between one of the following date bands (including all return travel):
  - 24/06/2024 18/07/2024 OR
  - 29/07/2024 05/08/2024 OR
  - 04/09/2024 18/10/2024 OR
  - 29/04/2025 22/05/2025 OR
  - 03/06/2025 17/07/2025 OR
  - 28/07/2025 04/08/2025 OR
  - 03/09/2025 16/10/2025 OR

New and existing customers who entered the Game will have the chance to receive 10% off a £50 spend in-store and online. Please see clause 5.6 and 5.7 below for further details.

together the ("Prizes").

## 5.3 Prize at 5.1(a) – 2x £500 River Island Digital Gift Card – Win your Wardrobe

- (a) The Prize at 5.1(a) is supplied by River Island and can be redeemed in any UK or Northern Ireland River Island store and/or online. River Island reserves the right to replace the Prize with an alternative Prize of equal or higher value if circumstances beyond River Island's control makes it necessary to do so.
- (b) The Prize is subject to availability. There is no alternative for the Prize. The Prize is not negotiable or transferable.

# 5.4 Prize at 5.1(b) – 10% off £50 spend – Runner-Up Customers

- (a) The Prize at 5.1(b) is supplied by River Island.
- (b) Receive 10% off when you spend a minimum of £50 on full priced womenswear, kidswear and menswear items from 00:00 on 29th May 2024 until 23:59 on 30th June 2024 (the "Offer"). The Offer excludes sale, charity items and third-party brands. Enter code: MWF15NOW at checkout to redeem the Offer or show the email

with the Offer to the store-staff at checkout at any UK or Northern Ireland River Island store. Offer is subject to availability. Returned items will be refunded at the discounted price paid on production of a valid receipt. The Offer cannot be used in conjunction with any other promotions and cannot be used to purchase gift cards. Discount does not apply to website delivery charges. River Island's decision is final with regards to the validity of use of the Offer in cases of suspected fraud.

## 5.5 Prize at 5.1(b) – 10% off £50 spend – New Customers

(a) Receive 10% off when you spend a minimum of £50 on full priced womenswear, kidswear and menswear items from 00:00 on 29th May 2024 until 23:59 on 30th June 2024 (the "Offer"). The Offer excludes sale, charity items and third-party brands. Enter code: MWF15NOW at checkout to redeem the Offer or show the email with the Offer to the store-staff at checkout at checkout at any UK or Northern Ireland River Island store. Offer is subject to availability. Returned items will be refunded at the discounted price paid on production of a valid receipt. The Offer cannot be used in conjunction with any other promotions and cannot be used in conjunction with any other promotions and cannot be used to purchase gift cards. Discount does not apply to website delivery charges. River Island's decision is final with regards to the validity of use of the Offer in cases of suspected fraud.

## 5.6 Prize at 5.1(c) – 7 Night Jet2holiday for 2 Adults

- (a) The Prize at 5.1(c) is supplied by Jet2holidays.
- (b) Transfers to and from the airport in the UK are not included. No optional flight/board/transfer/accommodation supplements are included in the Prize. Travel insurance is not included. Winners are advised to take out their own travel insurance.
- (c) If the 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.
- (d) The Prize is subject to these terms and conditions ("Prize Terms") 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 Terms, these Prize draw terms and conditions will take precedence.
- (e) 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.
- (f) Jet2holidays reserves the right (but shall be under no obligation) to substitute the Prize or any element of the Prize with alternative dates/property/transfers/destinations at any time, to the equivalent Prize value.
- (g) Jet2holidays reserves the right to amend or cancel the flights or holiday for any reason without prior notice. Please note that flight schedules are not guaranteed.

- (h) The Prize and each element of the Prize is non-transferable and may not be exchanged for cash. The Prize may only be taken by the Prize draw 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 by all passengers at the same time from the same airport. Once you have made your booking this cannot be amended.
- (i) The Prize duration may not be extended and no element of the Prize may be changed by the winner. Additional passengers who are outside of the maximum amount permitted in the Prize details may not be booked onto the prize booking.
- (j) All passengers must have a valid passport to travel and must meet all relevant visa and/or other entry requirements including any medical/health screening requirements or similar.
- (k) Where Jet2holidays makes any changes to the Prize (including 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 any prize, or for any loss or damage Entrants or accompanying passengers suffer as a result of entering the prize draw provided that 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.
- 5.7 In order to claim the Prizes at 5.1(a) and 5.1(c), the winner must do so by responding to the message sent by River Island on 20<sup>th</sup> June 2024 via the email address used to enter the promotion by no later than <u>7 days from date the communication was sent by River Island.</u>

# 6. Winners

- 6.1 The decision of River Island is final, and no correspondence or discussion will be entered into.
- 6.2 River Island will contact the winner personally as soon as practicable, using the Instagram account used to enter the Competition.
- 6.3 River Island must make available information that indicates that a valid award took place. To comply with this obligation River Island will send the surname and county of major Prize winners and, if applicable copies of their winning entries, to anyone who emails customer.services@river-island.com within one month after the Closing Date of the Competition.
- 6.4 If you object to any or all of your surname, town or county and winning entry being published or made available, please contact River Island at customer.services@river-island.com. In such circumstances, River Island must still provide the information and winning entry to the Advertising Standards Authority on request.

# 7. Claiming the Prize

7.1 If you are the winner of the Competition, you must claim the Prizes at 5.1(a) and 5.1(c), by no later than <u>12pm</u> on <u>27/06/2024</u>. If you do not claim the Prizes by this date, your claim will become invalid.

- 7.2 The Prizes may not be claimed by a third party on your behalf.
- 7.3 River Island will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available or has not claimed their Prizes by no later than <u>12pm</u> on <u>27/06/2024</u>.
- 7.4 River Island and Jet2holidays reserves the right to offer the Prizes to the next eligible Entrant selected from the correct entries that were received before the Closing Date River Island and Jet2holidays does not accept any responsibility if you are not able to take up the Prizes.

### 8. Limitation of liability

Insofar as is permitted by law, River Island, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused by the negligence of River Island, its agents or distributors or that of their employees. Your statutory rights are not affected.

#### 9. Ownership of competition entries and intellectual property rights

- 9.1 All Competition entries and any accompanying material submitted to River Island will become the property of River Island on receipt and will not be returned.
- 9.2 By submitting your Competition entry and any accompanying material, you agree to:
  - a. assign to River Island all your intellectual property rights with full title guarantee; and
  - b. waive all moral rights, in and to your Competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
- 9.3 You agree that River Island may, but is not required to, make your entry available on its website <a href="www.riverisland.com">www.riverisland.com</a> and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant River Island a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Competition entry and any accompanying materials for such purposes.

## 10. Data protection and publicity

10.1 River Island will only process your personal information as set out in the <a href="https://www.riverisland.com/privacy">https://www.riverisland.com/privacy</a>. See also condition Error! Reference source not found. and condition 6.1, with regard to the announcement of winners.

- Jet2holidays will only process your personal information in accordance with the Jet2holidays privacy policy (see <a href="https://www.jet2holidays.com/privacy-policyhttp://www.jet2.com/privacy">https://www.jet2holidays.com/privacy-policyhttp://www.jet2.com/privacy</a>).
- 10.3 When entering the Prize draw Entrants will be invited to opt in to receiving marketing from Jet2holidays and River Island. If Entrants choose to opt in, their details will be retained by Jet2holidays and River Island. for the purposes of marketing (which may include activities such as passing on information about deals, offers and promotion codes from Jet2holidays and River Island.

#### 11. General

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, River Island may, at its sole discretion, reserve the right to exclude you from participating in the Competition.
- 11.2 River Island and Jet2holidays reserves the right to hold void, suspend, cancel, or amend the Prize or the Competition where it becomes necessary to do so.
- 11.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.