

## **Terms & Conditions – Jet2CityBreaks x Toby Carvery Prize Draw**

The Jet2CityBreaks free prize draw is 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", "we" or "us"). The 'Defying Gravy-ty' promotion is promoted by Mitchells & Butlers Leisure Retail Limited (registered number: 01001181) whose registered office is at 27 Fleet Street, Birmingham B3 1JP. By entering the prize draw, you are deemed to accept these terms:

1. This prize draw opens at 09:00am on 18<sup>th</sup> September 2024 and closes at 11.59pm on 8<sup>th</sup> November 2024.
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.com"), Jet2 plc, Mitchells & Butlers 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. An entrant may only be entered into the prize draw once.

### **How to enter:**

3. Jet2holidays will host a landing page at [Jet2holidays.com/city-breaks/toby-carvery](https://Jet2holidays.com/city-breaks/toby-carvery)
4. To enter this prize draw you must enter your name and email address at the landing page ([Jet2holidays.com/city-breaks/tobycarvery](https://Jet2holidays.com/city-breaks/tobycarvery)) before the closing time and date detailed in paragraph 1 above. Please note entrants will not be automatically entered to the Jet2holiday prize draw by opening the Defying Gravy-ty Game. Entrants to the Jet2holidays prize draw will be required to enter their details as specified into the landing page reached by clicking on the Jet2holidays 'Enter Now for your chance to win a Jet2Citybreak' Call to action button.
5. Jet2holidays shall not be responsible for and shall not have to accept entries which do not reach it before the closing time or are illegible, incomplete or corrupted.

### **Choosing a Winner:**

6. There will be 1 lucky winner of the prize draw.
7. The winner will be randomly selected through a computer-generated process.
8. The winner of the prize draw will be notified by email within 7 calendar days after the closing time for the prize draw. We will try our best to contact the winner 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.
9. The winner will be required to confirm acceptance of their prize within 7 calendar 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. Winners must have a valid email address to claim their prize.
10. For transparency we will generally publish the surname and county of prize winners online. However, if you are a winner and you object to us doing this or would like us to reduce the amount of information we publish, then please let us know when claiming your prize.

### 11. **The Prize:**

The winner will win:

Option 1

- (a) A 3 night holiday for 2 adults (aged 18 years or above at time of travel) in a Standard Double or Twin Room on a bed and breakfast basis at the Rome Garden Hotel, Rome. The prize includes return flights for up to 2 adults from any UK Jet2.com base that flies to Rome and allows the duration of the prize advertised, AND 1 free item of checked baggage of up to 22kg per person.
- (b) This prize must be booked by 31<sup>st</sup> December 2024 and all return travel completed between:

14/11/2024 - 12/12/2024  
07/01/2025 - 06/02/2025  
04/03/2025 - 03/04/2025  
29/04/2025 - 22/05/2025  
03/06/2025 - 17/07/2025  
28/07/2025 - 04/08/2025  
03/09/2025 - 16/10/2025

Or

#### Option 2

- (a) A 3 night holiday for 2 adults (aged 18 years or above at the time of travel) in a Premium Double Room on a bed and breakfast basis at the Three Corners Hotel Art in Budapest. The prize includes return flights for up to 2 people from any UK Jet2.com base that flies to Budapest and allows the duration of the prize advertised, AND 1 free item of checked baggage of up to 22kg per person.
- (b) This prize must be booked by 31<sup>st</sup> December 2024 and all return travel completed between:

14/11/2024 - 12/12/2024  
07/01/2025 - 06/02/2025  
04/03/2025 - 03/04/2025  
29/04/2025 - 22/05/2025  
03/06/2025 - 17/07/2025  
28/07/2025 - 04/08/2025  
03/09/2025 - 16/10/2025

Or

#### Option 3

- (a) A 3 night holiday for 2 adults (aged 18 years or above at the time of travel) in a Economy Double or Twin Room on a bed and breakfast basis at the Athens Cypria Hotel, Athens. The prize includes return flights for up to 2 people from any UK Jet2.com base that flies to Athens and allows the duration of the prize advertised, AND 1 free item of checked baggage of up to 22kg per person.
- (b) This prize must be booked by 31<sup>st</sup> December 2024 and all return travel completed between:

14/11/2024 - 12/12/2024  
07/01/2025 - 06/02/2025

04/03/2025 - 03/04/2025  
29/04/2025 - 22/05/2025  
03/06/2025 - 17/07/2025  
28/07/2025 - 04/08/2025  
03/09/2025 - 16/10/2025

(the “Holiday Prize” which is subject to “Holiday Prize Terms” and “General Terms”)

### **Holiday Prize Terms**

12. 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 insurance.
13. 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.
14. The 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.
15. 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.
16. Jet2holidays reserves the right (but shall be under no obligation) to substitute the prize or any element of the prize with alternative dates/property/destinations/transfers at any time to the equivalent prize value or at its discretion, the cash value of the prize or element of the prize being substituted.
17. 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.
18. 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, you cannot make any amendments.
19. Any optional purchases or supplements are subject to the Terms and Conditions. The prize duration may not be extended and no element of the prize may be changed by the winner. Additional passengers outside the maximum amount permitted in the prize details may not be booked onto the prize booking.
20. 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.

### **Toby Carvery ‘Defying Gravity’ APP Game Terms**

21. The Toby Carvery Defying Gravity game will run from 09.00 on Wednesday 18<sup>th</sup> September 2024 to 23.59 on Friday 8<sup>th</sup> November 2024.
22. Defying Gravity rewards: This is a simple “game” via which app users can select a character and jump to different levels to get points. There are 3 tiers of prizes based on cumulative points gained from playing the game – bronze , silver and gold. Players can then select to take their reward when

- they wish and obtain a reward from Toby Carvery or Toby Carvery's suppliers. Users will earn one reward per person per day at random during the period of the campaign.
23. Daily rewards are loaded into the user's app wallet where full terms and conditions can be found for each reward. Once a reward is loaded into the user's wallet, no additional rewards can be earned that day.
  24. There are no restrictions on the total volume of rewards available each week.
  25. Rewards include but are not limited to a free drink (various brands), a starter for £1 with a main; a free hot drink with breakfast; a free dessert, or a kid's main; a free adult starter; a free adult dessert; and discounts on adult main meals. We reserve the right to vary the rewards as necessary.
  26. No cash alternative.
  27. All rewards must be redeemed by 14 days after issuance.
  28. Please note entrants will not be automatically entered to the Jet2 prize draw by opening the Defying Gravity Game. Entrants to the Jet2 prize draw will be required to enter their details as specified into the landing page reached by clicking on the Jet2 entry message 'Enter Now for your chance to win a Jet2 City break holiday' Call to action button

**General Terms:**

29. Entries and comments **must not:**
  - (a) contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; or
  - (b) disparage Jet2.com, Jet2holidays, Jet2 plc or any other person, corporation or party affiliated with these companies or the prize draw generally; or
  - (c) contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libellous; or
  - (d) contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; or
  - (e) contain material that is unlawful, in violation of or contrary to the laws or regulations in 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 Toby Carvery's privacy policy (see <https://www.tobycarvery.co.uk/privacy>).any state where the post is created.
30. Entrants'
31. When entering the Prize Draw entrants will be invited to opt in to receiving marketing from Jet2holidays and/or Toby Carvery. If entrants choose to opt in, their details will be retained by Jet2holidays and/or Toby Carvery (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).
32. To enable us to use entries as widely as possible entrants agree that any intellectual property rights in their entries (and any accompanying material) will belong to us and entrants waive any rights they have in relation to their entry and any accompanying material. At our request entrants must sign any documents to assign the rights to us. Entrants also agree that we may decide at our discretion how their submitted material may be used from time to time (which may include entrants' photo where they have submitted one).
33. Jet2holidays and Toby Carvery may in their absolute discretion change these terms and conditions or extend the prize draw without notice at any time. Jet2holidays and Toby Carvery may cancel a prize draw without prior notice in the event that circumstances arising beyond their control makes it necessary to do so.
34. Where Jet2holidays or Toby Carvery make any changes to the prize (including dates of travel), no compensation or cash equivalent will be available. Jet2holidays and Toby Carvery will not be liable

for any cancellations or changes to the prize draw or any prize, or for any loss or damage. Nothing in these terms shall exclude or limit the liability of Jet2holidays or Toby Carvery in relation to personal injury or death caused by Jet2holidays or Toby Carvery's negligence or for fraud.

35. If any person enters or attempts to enter the prize draw in a manner which Jet2holidays determines is: (a) contrary to these terms; (b) by its nature is inconsistent with the spirit of the prize draw; and/or (c) 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. 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, Toby Carvery and/or Jet2holidays. Where Jet2holidays determines that any 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).
36. Please note that Meta is not responsible for any element of this promotion and has in no way sponsored, endorsed or administered this promotion. By entering the prize draw, you agree to fully release and hold Meta harmless from any liability incurred in connection with your entry into the prize draw.
37. These terms are subject to English Law and by entering this prize draw you submit to the exclusive jurisdiction of the courts of England.