### WHITEOUT & HEATWAVE, CORPORATE TERMS AND CONDITIONS

#### **TRIP CONDITIONS**

 In these conditions, the following words / expressions have the following meanings;- "Tour Package(s)" means the travel and ancillary arrangements made by VOW for each individual guest booked by VOW in connection with Whiteout/Heatwave.

"guest(s)" means the individual representing the winner who actually take the Tour Package purchased by VOW.

## SPECIAL REQUESTS AND MEDICAL PROBLEMS / DISABILITIES

2. VOW will do their best to comply with special requests made in writing at the time of booking. Although VOW will endeavour to pass reasonable requests on to the relevant supplier, VOW regrets it cannot guarantee any request will be met unless VOW has specifically confirmed this. For your own protection, you should obtain confirmation in writing from VOW that your request will be complied with (where possible) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your Booking Confirmation or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. If you have any medical problem or disability which may affect your Tour Package, please tell VOW as soon as possible so VOW can advise as to the suitability of the chosen arrangements.

## **VISAS AND PASSPORTS**

3. Passport requirements may change and winning customers must check the up to date position in good time before departure with the Embassy or Consulate of the country(ies) guests are travelling through and to. A full British passport presently takes approximately 2 - 6 weeks to obtain depending on whether you are renewing an existing one or obtaining a new one. If the guest is not a British citizen or holds a non British passport, winners/the guest must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which the guest are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on VOW, the winner and/or the guest will be responsible for reimbursing VOW accordingly.

### FORCE MAJEURE

4. Except where otherwise expressly stated in these conditions, VOW regrets it cannot accept liability

or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". "Force majeure" means any event which VOW and/or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such circumstances may include, but are not limited to, war or the threat of war, civil strife, riot, terrorist activity, natural or nuclear disaster, fire, industrial dispute, adverse weather conditions and all similar events outside our/the supplier's control

## **FLIGHT INFORMATION**

5. The flight timings given on booking and detailed on the winner's confirmation are for general guidance only and are subject to change. The latest timings will be supplied to the winner's 2 weeks prior to the departure, and tickets will be distributed on arrival at the airport prior to departure. VOW will contact you as soon as it becomes aware of any flight changes but it is also the winner's and/or the guest's responsibility to keep up to date with any changes prior to travel as the airline may contact the winner and/or the guest directly.

## **INSURANCE AND TRAVEL DELAYS**

6. It is the winner and/or the guest's responsibility to have adequate and appropriate travel and winter sports insurance which is suitable for the guest's particular requirements. Guests must take a copy of their travel insurance policy away with them. It is their responsibility to ensure that the insurance they take is adequate for their particular needs in all respects. VOW will not check insurance policies and will not be responsible if adequate insurance is not in place prior to travel. The winner and the guest acknowledge that skiing can be dangerous and that it is imperative that they have adequate insurance in place in the event of an accident.

# **BEHAVIOUR**

7. When the winner confirms attendance, the winner accepts responsibility for any damage or loss caused by the guest attending on behalf of the winner. Full

payment for any such damage or loss must be paid direct at the time to the supplier concerned. If the winner and/or the guest fail to do so, they will be responsible for meeting any claims subsequently made against VOW (together with our own and the other party's full legal costs) as a result of the guest's actions. VOW expect all guests to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, any guest behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, VOW is entitled, without prior notice, to terminate the Tour Package of the guest(s) concerned. In this situation, the guest(s) concerned will be required to leave the accommodation or other service and VOW will notify the relevant winner of the behaviour of the guest attending on their behalf. VOW will have no further responsibility toward such guest(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

# **PROMOTER AND PROMOTION**

8. If any provision of these terms and conditions is held invalid by any law, rule, order or regulation of

any government, or the final determination of any court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be valid.

9. VOW reserves the right to suspend, cancel or amend the promotion and/or review and revise these terms and conditions at any time without giving prior notice and by continuing to take part in the promotion subsequent to any revision of these terms and conditions, customers shall be deemed to have agreed to any such new or amended terms.

10. This promotion is governed by English Law and is subject to the exclusive jurisdiction of the English

courts.

11. The promoter of this is VOW Europe Limited, K House, Sheffield Business Park, Europa Link S9 1XU

("VOW")

12. Please retain for future reference.