

Terms and Conditions are correct as of 2nd August 2023 and are subject to amendment.

Virgin Atlantic Sky-High Club

We know how tiresome terms and conditions can be, but they are important, and we would love you to take out a few minutes of your time to read through.

Motivates Limited operates a loyalty reward platform which is then used by third parties to operate their own incentive reward scheme. Virgin Atlantic have partnered with Motivates to offer you, our front-line travel sellers an always on incentive and reward platform.

Eligibility: Registration and participation into the Virgin Atlantic Sky-High Club is available to all United Kingdom, including Northern Ireland employed and based front line Travel Sellers (Agents), that sell flights/holidays directly to customers. If you work in a company that provides and sells travel/ holidays onto other Travel Companies / Agents, we are very sorry, you cannot join the Sky-High Club at this time.

Your Employer and your role must be UK based and subject to UK Taxation and National Insurance contributions. If you are not a front-line seller (Agent) and / or employed in a role that is outside of the United Kingdom, Including Northern Ireland, you are not eligible to join the scheme currently. Employees of Virgin Atlantic Airways, affiliated Partner Airlines and any other Virgin branded business are not eligible to participate.

- Registration requirements:** To join the Virgin Atlantic Sky-High Club you will be required to complete a 'one time' registration by visiting www.Virginatlanticskyhighclub.com. You must complete the registration page in full, making sure that all essential data fields are completed. Please be careful when adding in numbers and letters (example 0 and O). Once you have registered, you will be issued with a unique club member Identification, this is exclusive to you and your key to a world of reward and opportunity so please do not share it. You will agree to receive communications from us about our latest campaigns and promotions.
- Taxation and National Insurance:** The prizes and rewards will be considered taxable to recipients. You may have an income tax liability which remains your responsibility and should be reported to HM Revenue & Customs (HMRC) accordingly. For the avoidance of doubt, Neither Virgin Atlantic Airways or Motivates are able to advise on the personal tax implications and nothing in this document can be constituted as tax advice; you should seek independent tax advice if necessary.
- Account inactivity:** Once you have registered and opened your Virgin Atlantic Sky-High Club account, we want you to regularly check in and submit claims for all those flight bookings that you make. We want to ensure that we preserve your confidentiality, and so should your account be inactive for a period of 6 months or longer, we reserve the right to close your account and remove

your membership. Any Claim points that you may have registered in your account will be removed also at the point of Account Closure.

4. **Applicable bookings:** Any bookings made through Virgin Atlantic.com, over the phone directly with our Customer Centre or in any of our Retail Stores are **not** valid for claim. In addition, bookings made using IATAs registered to an online travel agency are also **not** valid. Flights must originate and return from a UK Airport. The Virgin Atlantic Sky-High Club reserves the rights to clarify applicable bookings further through notification on the Sky-High Club website and these terms and conditions.
5. **Sky High Club promotional period:** The first opening date for bookings registrations is 00:01 23rd November 2022. There is no scheduled end date for the Sky-High Club although Virgin Atlantic Airways reserve the right to end this Travel Agent incentive scheme at any time and by providing reasonable written communication to Agents on the Virgin Atlantic Sky-High Club website.
6. **Points and Lifestyle / Holidays Rewards:** Virgin Atlantic Airways will communicate the level of points awarded to flight bookings made by you, the Agent. These will be communicated on the Sky-High Club website and mobile app. Points awarded are subject to change at any time by Virgin Atlantic Airways based on the latest information. Claims can only be made for PNRs created in the last 14 days. Once the flight booking that you have made and submitted a claim for is ticketed, you will be able to convert your Sky-High Club Points into a wonderful choice of lifestyle and holiday rewards. The lifestyle and Holiday Rewards choices will be published on the Virgin Atlantic Sky-High Club website. Periodically Motivates Limited Inc and/or Virgin Atlantic Airways Limited will refresh the choices available to you to ensure that we can continue to offer you the best selection, sometimes this may mean that some previously advertised will become obsolete.
7. **Substitution:** In case of a reward item not being available, Motivates Limited Inc will contact the user within 7 days of placing the order and offer a replacement item of similar value. If the user does not wish to accept the replacement item, the original value of the reward deducted from the users account will be re credited. Motivate Limited Inc reserves the right to substitute prizes of equal or similar value.
8. **Applicable points / rewards:** Sky High Club reward points are valid on UK ticketed flights operated by Virgin Atlantic Airways Ltd and issued on VS932 ticket stock. Rewards are not available for any flight bookings operated by other partner Airlines which are marketed by Virgin Atlantic Airways Ltd. Other exclusions include Out of Date Range flights (outside of the 11 month before departure date) and Group bookings made via the Virgin Atlantic group department.
9. **Virgin Atlantic Sky – High Club points value:** 1 Sky High Point claimed by you is valued at £1.00. At our base level points rate an Economy Class Ticket is worth 1-point, Premium Class ticket is worth 2-points and an Upper-Class Ticket is worth 5- points. This is what we call our base level rate, and we may throughout the year flex our points rewards made available to you. Your points can then be

accrued, you can then convert these into lifestyle/ holiday rewards only once the flight booking has been ticketed.

10. **Claiming your Virgin Atlantic Sky – High Club points:** At the time of making your flight booking, you **must** obtain the Virgin Atlantic Locator (Booking reference – the Virgin Atlantic Airways bookings references are always 6 digits that are made up of alpha numeric sequences). You will then be required to log into your account on the Virgin Atlantic Sky-High Club and submit the booking information under the 'Add a claim' section. You will be required to fill out the claim form which is super simple and quick. If you do not complete this section within 14 days of booking, then points will be null and void and not attributed to your account. Once you have added your claim, you'll receive a unique identification number that you can refer to and use should you need to talk to us about your booking made.
11. **Virgin Atlantic Sky – High Club registration abuse:** At the point of your registration to join the Virgin Atlantic Sky-High Club you will agree to our terms of enrolment. If subsequently we discover that you are not applicable to join, we will block your account and remove you from the club. For any questions, please contact support@virginatlanticskyhighclub.com.
12. **Claim abuse / duplicate claims:** If we receive more than one claim for any booking, all claims can be declined and removed from all applicable accounts. If you wish to dispute a declined claim, please contact support@virginatlanticskyhighclub.com. You will be asked to provide us with additional information to support your dispute. The decision of Virgin Atlantic regarding any aspect of a duplicate/disputed claim is final and binding and no correspondence will be entered into about it.
13. **Converting your Virgin Atlantic Sky-High Club points into rewards:** You will receive a notification when your flight reservation booking has been ticketed. You will then be able to log into your account and convert your points into your choice of reward. Once you have converted your points into your reward, you will have up to 2 years to be able to redeem them. **Please note**, you will not be able to change your mind and convert rewards to other choices or back to points once you have made your selection.
14. **Prize Promotions:** Periodically, Virgin Atlantic may offer promotions to you to win prizes which can include but is not exhaustive to – Events, Experiential Trips (Familiarisation Trip) and Reward Points Boosts. Your time of entry into the prize draw will determine which prize you may be eligible to win, and we will clearly define in our communication applicable promotion start and end dates and any specific terms and conditions attached to these. Please log into the Virgin Atlantic Sky – High Club for the latest news and promotion information.
15. **Winner Selection of Prize Promotions:** The decision of the Promoter regarding any aspect of the prize draw is final and binding and no correspondence will be entered into about it.
16. **Winner of Prize Promotions Notification:** The winner will be notified by email (using details provided on your Virgin Sky-High Club Account) within 10 working days of the Draw Date and will be required

to respond to confirm eligibility and acceptance of the prize, within 5 days of initial contact. If a winner does not respond to the Promoter within 5 working days of being notified by the Promoter, then the winner's prize will be forfeited, and the Promoter will be entitled to select another winner in accordance with the process described above.

17. **Prize Acceptance / conditions:** The winner will be notified within 28 days of acceptance of the prize to arrange fulfilment of the prize. If the winner does not inform the Promoter within this time frame, the Promoter will reserve the right to not reissue the prize or limit its value at their sole discretion.
18. **Prize Acceptance / conditions:** The prize for the winner is non-exchangeable, non-transferable and no cash alternative is offered. The prize cannot be used in conjunction with any other offer.
19. **Prize Acceptance / conditions:** The Promoter reserves the right to refuse entry or refuse to award the prize [or seek recovery of its value if the prize has been awarded to anyone in breach of these terms and conditions.
20. **Prize Acceptance / conditions:** An entry must be made directly by the individual entering the Promotion. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries submitted by macros or other automated means together with entries which do not satisfy the requirements of these Terms & Conditions in full will be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the Promotion in a way that is not consistent with the rules of the Promotion, that entrant's entries will be disqualified and any prize awarded will be void. Entrants are not permitted to enter using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
21. **Prize Acceptance / conditions:** The Promoter does not guarantee continuous access to its website. If for any reason a technical interruption, fault or site failure occurs when purchasing / entering online, the Promoter does not take any responsibility for incomplete purchases and any incomplete entries will not be considered valid for entry into the prize draw. The Promoter accepts no

responsibility for any purchases or entries which are not completed for any reason. A prize win by an individual Agent is non transferrable to another person.

22. **Prize Acceptance / conditions:** The Promoter must be informed of any special access requests (wheelchair access or any similar access needs) which are necessary for the enjoyment of the prize.
23. **Prize Acceptance / conditions:** Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.
24. **Prize Acceptance / conditions:** The Promoter reserves the right to hold void, cancel, suspend, or amend the promotion where it becomes necessary to do so.
25. **Experiential Trips with us:** You will be responsible for ensuring that (at the time of travel) you hold a valid passport (that will remain valid for at least 6 months after arrival at destination, including the US), any necessary visas, other required documentation to comply with applicable immigration or other travel regulations for the flight or holiday in question on the travel dates specified. A Experiential Trip place offered to an individual Agent is non transferrable to another person.
26. **Elements of Event / Experiential trip wins:** All elements of an Event or Experiential Trip Win package must be used as part of the same trip. If the winner elects to use any or all portions of their prize with fewer than the entire booking, no exchanges or alternatives shall be offered to you and shall not be subject to further or alternative compensation.
27. **Event / Experiential Win exclusions:** Unless otherwise stated in the relevant prize-specific terms, the prize does not include travel insurance, the cost of transfers to and from airports or stations, food and drink, spending money, tax or personal expenses. Any costs incurred in addition to the prize package elements shall be incurred at the winner's expense including but not limited to *food, drinks, transport, telephone charges, room service, laundry service, optional excursions, tips, service charges, taxes, souvenirs, merchandise, and any other incidental expenses.*
28. **Responsibility for agents:** The winner is responsible for the behaviour of themselves and whilst using the prize and the winner and must abide by any relevant terms and conditions set by the airline, hotel, and cruise operator, which form part of the prize. Any children must be accompanied by a parent or legal guardian aged 18 years or over.
29. **The Promoter reserves the right in its absolute discretion to exclude the winner from participation:** This applies in any aspect of the prize if any party fails to comply with the directions of the Promoter, any companies associated with the prize, the Agents employer's instruction or if the Agent acts in a manner that is dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any manner or which causes a disturbance or nuisance to others.
30. **Your Data:** Your data supplied for the purposes of the Travel Agent incentive programme, for this and any other promotions will only be used for the purposes of administration and management of this Incentive Program and any Promotions. Your personal data may also be used for marketing purposes, where you have agreed to this. Agent's personal data will be handled in accordance

with the Virgin Atlantic's privacy policy, available at:
<https://www.virginatlantic.com/gb/en/footer/privacy-policy.html>.

31. **Your Data:** Personal data which you provide will be collected and processed by Motivates Limited Inc who operate the Reward Platform and partner with Virgin Atlantic Airways to provide this Travel Agent incentive programme. Motivates process your information in order to fulfil the rewards and manage your account and any associated Sky-High Club benefits It may be used for programme communications and for the purpose of the Travel Agent Incentive programme only. Member personal data will handle in accordance with Motivates Limited privacy policy, available at: <https://www.motivates.co.uk/privacy/>
32. **Data Protection and Intellectual Property:** Motivates Limited Inc and Virgin Atlantic comply with the Data Protection Act 2018 and associated Data Protection laws. The text, illustrations and images used in all Motivates Limited Inc and Virgin Atlantic Airways promotional materials are protected by copyright and must not be copied in whole or in part without the express permission of Motivates Limited Inc or Virgin Atlantic Airways.
- 32.1 **Responsibility for loss or damage suffered by you:** Virgin Atlantic and Motivates (together with any associated agencies and companies) are not responsible for any loss or damage you suffer in connection with this Programme or Promotion or by accepting or using a prize won under this Promotion, that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms.
- 32.2 **Virgin Atlantic and Motivates does not exclude or limit in any way its liability to you:** This applies where it would be unlawful to do so. This includes liability for death or personal injury caused by the Promoter's negligence or the negligence of its employees, agents, or subcontractors or for fraud or fraudulent misrepresentation.
- 32.3 **Motivates and Virgin Atlantic are not responsible for failure to meet any of its obligations under the Terms where such failure is due to events beyond its reasonable control.** We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 32.4 **Nothing in these terms and conditions is intended to affect or limit your rights under the law. For more information about your rights contact your local Citizens Advice Bureau or Trading Standards Bureau.**
33. If any provisions of these terms and conditions are judged to be invalid, illegal, or unenforceable, this will not affect or impact the continuation in full force and effect the remainder of the provisions.
34. In the event of a conflict between these terms and conditions and the details in any promotional material, the details in these terms and conditions will prevail.
35. Any prize draws will be governed by English law and entrants to the prize draw submit to the jurisdiction of the English courts.