

**MILLENNIUM HOTELS AND RESORTS / ASSOCIATION OF AIR AMBULANCES (AAA)  
NEW YORK 2019 PRIZE DRAW  
OFFICIAL RULES**

**A. GENERAL**

1. Participation in this prize draw ("Prize Draw") constitutes your acceptance of these terms and conditions ("Official Rules").
2. The Prize Draw is sponsored by M & C Reservations Services Limited ("Sponsor") with its registered office at Victoria House, Victoria Road, Horley, Surrey RH6 7AF, England. Any questions, comments, or complaints about this Prize Draw should be directed to Sponsor at [marketing@millenniumhotels.co.uk](mailto:marketing@millenniumhotels.co.uk).
3. THE PRIZE DRAW IS VOID WHERE PROHIBITED BY LAW OR WHERE REGISTRATION OR FILING REQUIREMENTS OF ANY STATE OR LOCAL JURISDICTION HAVE NOT BEEN COMPLIED WITH.
4. Where your participation in the Prize Draw is made available via a post on Facebook, Twitter, Instagram or through any other social media service provider (each a "Social Media Service Provider"), you accept that your use of the Social Media Service Provider service is governed by its respective terms and policies (Note: Facebook's terms and policies can be viewed at <https://www.facebook.com/terms.php>. Twitter's terms of service can be viewed at <https://twitter.com/tos> and Instagram's terms and policies can be viewed at: <https://help.instagram.com/>). This Prize Draw is in no way sponsored, endorsed, or administered by, or associated with, any Social Media Service Provider. By participating, you hereby release and hold harmless any such Social Media Service Provider from any and all liability associated with, this Prize Draw. Any information provided by participants during the Prize Draw is provided to Sponsor, not the Social Media Service Provider.
5. The Prize Draw trip must be taken on or before 31<sup>st</sup> December 2019.

**B. ELIGIBILITY**

5. To enter this Prize Draw, you must be at least 18 years or older, a legal resident of the United Kingdom and, and not an employee, intern, contractor or volunteer of Sponsor or any entity that is directly or indirectly controlled by Sponsor and/or Millennium & Cophthorne Hotels plc and associated hotels (collectively, the "**Millennium Group**") or an immediate family or household member of any such person.
6. By entering the Prize Draw, you confirm that you are eligible to enter and claim a Prize. Sponsor reserves the right to request proper identification to verify your eligibility. Upon Sponsor's request, you must present such identification or other documentation supporting your eligibility for Sponsor's review.
7. The Association of Air Ambulances (AAA) have been given permission to use this prize in its own competition draw. Further information on this approval can be provided on request.

**C. HOW TO ENTER**

8. This Prize Draw will open at 9:00 a.m. on August 20<sup>th</sup> and end at 11:59 p.m., British Summer Time, on September 30<sup>th</sup> ("Prize Draw Period").
9. To enter for the Prize described in clause 12 below, you must book and confirm tickets to the AAA Conference and Awards of Excellence within the booking period stated in point C8. Bookings for the Conference, the Air Ambulance Awards and for joint tickets will all be included within the draw. Bookings made prior to the start date of the Prize Draw will be included. For the avoidance of doubt, enquiries made before the Prize Draw Period cannot be retrospectively included in the Prize Draw.
10. Group bookings will be entitled to one entry per person booked.
11. Late, invalid, incomplete and/or fraudulent bookings shall not constitute entries to the Prize Draw. Any Booking which is confirmed but subsequently cancelled during the Prize Draw Period shall not be included in the Prize Draw.

#### D. SELECTION OF WINNER AND PRIZE

12. On 1<sup>st</sup> October, the AAA shall draw at random from all valid Entries timely received the winner for the Prize (“**Winner**”). The Winner shall be notified by email using the business email address provided as part of the Booking. If the Winner does not claim the Prize or is not available within three days of the notification, the AAA reserves the right to draw another winner at random. The decisions of the AAA are final and binding.

13. One prize of return economy class flights for two from London to New York and two nights’ accommodation at a Millennium Group hotel in New York, USA will be awarded for this Prize Draw (“**Prize**”). For the avoidance of doubt, the airline carrier and/or selection of such flights, and the Millennium Group hotel, shall be determined by the Sponsor in its sole discretion.

14. The Prize must be redeemed and the trip taken on or before December 31, 2019. Redemption of the Prize is subject to availability, blackout dates, and the Sponsor’s booking terms and conditions. For the avoidance of doubt, blackout dates in 2019 include (but are not limited to) 3 October; 2 – 3, 29 – 30 November; 2 – 5, 6 – 7, 9 – 12, 30 – 31 December; and such other dates as advised by the Sponsor from time to time.

15. The Prize is non-transferrable, non-exchangeable and cannot be redeemed for cash. If you win the Prize: (i) you will be required to complete and sign Sponsor’s form of Liability and Publicity Release consistent with these Official Rules (where not prohibited by law);

(ii) Sponsor will determine the method of delivery of the Prize in its discretion;

(iii) Sponsor will not replace lost, stolen or damaged Prizes and reserves the right to provide a substitute Prize of reasonably equivalent value; and

(iv) Prize vouchers may be subject to additional terms and conditions as may be specified from time to time.

16. The Prize shall be awarded to the organisation or individual who was selected in the prize draw and will be responsible for making the Booking, unless the company provides written authorisation that the individual responsible for the Booking to receive the Prize in their personal capacity.

17. The Winner is solely responsible for any costs associated with booking additional accommodation during their stay and/or staying for additional nights (other than accommodation which is part of the Prize), and any other incidental charges (including, but not limited to, mini-bar expenses, laundry services, internet and room service, all federal, state, provincial, local and foreign taxes (if any) and gratuities) and any other unspecified expenses associated with acceptance or use of a Prize.

18. Any associated transfer costs such as ground transportation to and from the airport and/or the applicable Millennium Group hotel in New York are not included in the Prize and are the Winner’s sole responsibility.

19. Winner must meet, and ensure that any Winner’s travel companion(s) meets, the entry requirements for travel to New York City, USA (for example, possession of a valid passport and visa if required).

20. Should the prize draw be won by an organisation, it will be for that organisation to select its winner. The AAA will take no responsibility in agreeing or selecting individuals.

#### E. PERSONAL DATA

21. You acknowledge and agree that any personal information you provide to the AAA through your participation in the Prize Draw will be handled by the AAA (a subsidiary within the Millennium Group as a data controller and may be transferred and utilised by other Millennium Group members in accordance with relevant data protection laws (including, without limitation the UK Data Protection Act 1998 and the EU General Data Protection Regulation, as applicable), and the Millennium Group Privacy Policy (which is available at <https://www.millenniumhotels.com/en/utilities/privacy-and-cookie-policy>), for the purposes of conducting and administering the Prize Draw (including publishing information relating to you on various mediums, such as on the Millennium Group’s websites and relevant social media pages), and as otherwise permitted by applicable law. You may address questions regarding the Millennium Group Privacy Policy, update your marketing preferences (if any) and submit requests for inspection, correction and/or deletion of your personal data by writing to the Millennium Group Global Data Privacy inbox at: [dataprivacy@millenniumhotels.com](mailto:dataprivacy@millenniumhotels.com).

## **F. PUBLICITY**

22. Your participation in the Prize Draw does not grant you any right or licence to use or display any name, logo or other trademark of Sponsor, including the "Millennium" brand.

23. Where permitted by applicable law, by participating in this Prize Draw, you grant the AAA and the Millennium Group the right to print, publish, broadcast, and use any materials submitted by you in connection with the Prize Draw (including without limitation your name, picture, voice, statements and other biographical information) for advertising and promotional purposes throughout the world in any and all media without compensation.

## **G. LIMITATION OF LIABILITY; RELEASE; INDEMNIFICATION; DISCLAIMER OF WARRANTIES**

24. BY PARTICIPATING IN THIS PRIZE DRAW, YOU AGREE: (I) TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND (II) IN SO FAR AS IS PERMITTED BY APPLICABLE LAWS, TO FOREVER AND IRREVOCABLY RELEASE, INDEMNIFY, AND HOLD HARMLESS SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND ADVERTISING AND PROMOTION AGENCIES (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS OF EACH) FROM AND AGAINST ANY AND ALL LIABILITY FOR PERSONAL INJURIES, LOSS, OR DAMAGE, INCLUDING, WITHOUT LIMITATION, DIRECT AND INDIRECT DAMAGES, AND DEATH OR PROPERTY DAMAGE RESULTING FROM, ARISING FROM, OR IN CONNECTION WITH (A) THE PARTICIPATION (OR THE INABILITY TO PARTICIPATE) IN THE PRIZE DRAW AND/OR ANY ELEMENT OR ACTIVITY THEREOF OR (B) ANY PRIZE, INCLUDING ANY LIABILITY/DAMAGE RESULTING FROM, ARISING FROM, OR IN CONNECTION WITH (1) TRAVEL TO OR FROM OR PARTICIPATION IN ANY PRIZE DRAW-RELATED ACTIVITY; OR (2) THE ACCEPTANCE, POSSESSION, USE, MISUSE OR NON-USE OF ANY PRIZE; ANY DEFECTS IN ANY PRIZE; ANY INABILITY TO USE ANY PRIZE; OR LOST, LATE, STOLEN, MISDIRECTED, OR DAMAGED PRIZE.

25. Without limiting Section 23 and where permitted by applicable law, the AAA excludes all liability whatsoever for any costs, expenses, losses, damages, liabilities, injury or disappointment including any loss of profit, business, contracts, revenues or anticipated savings and whether special, direct, indirect or consequential suffered by you howsoever arising in connection with the Prize Draw and/or any Prize, and in so far as is permitted by applicable laws, under no circumstance shall the AAA have any liability that exceeds the value of any Prize awarded.

## **H. GOVERNING LAW**

26. These Official Rules, and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) will be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## **I. MISCELLANEOUS**

27. The AAA and Millennium Group reserves the right to suspend, modify, or terminate the Prize Draw, or these Official Rules at any time by posting updated Official Rules at: [www.millenniumhotels.com](http://www.millenniumhotels.com) and/or via the applicable Social Media Provider channel (if any).

28. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid, unenforceable, or illegal provisions were not contained herein.

29. The AAA and Millennium Groups failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

30. You agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of any provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Prize Draw-related materials and these Official Rules, these Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.