# BRITISH AIRWAYS EXECUTIVE CLUB AND AMERICAN EXPRESS PRE-PRIVATE SALE EVENT TERMS AND CONDITIONS

### 1. The Promotion

- A. This Promotion is promoted by Value Retail Management (Bicester Village) Limited of Management Suite, Bicester Village, 50 Pingle Drive, Bicester, OX26 6WD (the "**Promoter**") and is operated in conjunction with the British Airways Executive Club, American Express and the Participating Boutiques (as defined below) at Bicester Village.
- B. This Promotion is available at Bicester Village from and including Friday 27 March to Sunday 29 March 2020 (the "Promotion Period"). For the avoidance of doubt, the Promotion is not redeemable at any other shopping village within The Bicester Village Shopping Collection®.
- C. This Promotion comprises the Promotional Offer described in clause 2, and is available to all British Airways American Express Cardmembers (the "**Eligible Members**") who receive an invitation (the "**Invitation**") and register their name and email address for the Promotional Offer at <a href="https://www.bicestervillage.com/en/campaign/private-sale/partners/registration-british-airways-amex/">https://www.bicestervillage.com/en/campaign/private-sale/partners/registration-british-airways-amex/</a> in order to participate ("**Participants**").

### 2. The Promotional Offer

A. Participants shall be entitled to the following benefits:

## B. Private Sale

- i. Participants can enjoy exclusive advance access to various offers during the Promotion Period at the participating boutiques listed at -<u>https://www.bicestervillage.com/ba-amex-pre-private-sale</u>.
- ii. Full Private Sale terms and conditions apply and can be found at <u>tbvsc.com/bicester-</u> village/en/legal/private-sale-terms-and-conditions.

## C. Bonus Avios

- i. Participants who present their: (a) British Airways Executive Club membership details; (b) Invitation; and (c) receipts for goods (including food and beverages but excluding gift cards) purchased during the Promotion Period (the "Qualifying Purchases"), at the Bicester Village Visitor Centre or Information Hub shall (subject to clause 2C(ii) below) be entitled to receive fifteen (15) Avios for every four (4) pound (GBP) spent on Qualifying Purchases in Bicester Village rather than the usual one (5) Avios.
- ii. Participants who have reached a spend of £30,000 in any calendar year will only be entitled to receive five (5) Avios for every twenty (20) pounds (GBP) spent on Qualifying Purchases.
- iii. Claims for this Bonus Avios offer can only be made on the date the Qualifying Purchases are made. No retroactive claims will be permitted in connection with this Bonus Avios promotion.
- iv. The Bonus Avios may only be redeemed once per Participant. Any further purchases made at Bicester Village shall only attract the usual air Avios.
- v. Avios will be credited to the Participant's membership account within 8 weeks after submission of the shopping receipts.

### 3. General

- A. The right to benefit from this Promotion is personal to Participants and cannot be transferred.
- B. The Invitation may not be copied, reproduced or distributed in any form, and must not be used by a person other than the original recipient.
- C. This Promotion may not be used in conjunction with any other special offer, coupon, voucher or other offer available at Bicester Village during the Promotion Period.
- D. The benefits granted by this Promotion have no cash value and cannot be exchanged for cash.
- E. The Promoter reserves the right to amend, withdraw or cancel any part of this Promotion for any reason, at any time, without giving prior notice.
- F. Participants acknowledge and agree that: (i) The Promoter, its related companies and the owners of Bicester Village are not responsible for the prices at which any restaurant or boutique at Bicester Village advertises or sells goods from time to time; (ii) the Invitation does not create a contractual relationship between the Promoter, its related companies and the owners of Bicester Village and the Participant in relation to the VIP Card Offer or otherwise; (iii) the Promoter, its related companies and the owners of Bicester Village make no warranties regarding the goods (including without limitation the quality thereof) which the Participant may obtain from the restaurants and boutiques at Bicester Village; (iv) the Participants shall have no right, and waives his/her ability to make any claim against the Promoter, its related companies and the owners of Bicester Village in the event that a Participating Boutique and/or Participating Restaurant at Bicester Village fails to honour the Promotional Offer purported to be made available by this Promotion in whole or in part, and a Participant's only remedy in such a situation is the making of a claim for redress to the relevant Participating Boutique or Participating Restaurant; and (v) nothing in these terms and conditions shall exclude or limit the Promoter's liability for death or personal injury from its negligence or that of its employees or officers.
- G. The Promoter will not be liable to Participants for any financial loss arising out of refusal, cancellation or withdrawal of the Promotion and/or Promotional Offer, or any failure or inability of the Participant to take advantage of this Promotion and the Promotional Offer.

- H. The Promoter will not be liable for any technological failure, malfunction or problem(s) with the registration page.
- I. The Promoter will not be liable for any failure of receipt of the Invitation.
- J. Participants' registration for and/or redemption of any part of this Promotion indicates their agreement to be bound by these terms and conditions, and their acceptance of the Promoter's privacy policy and terms and conditions found at TheBicesterVillageShoppingCollection.com/en/legal/terms-and-conditions/
- and <u>TheBicesterVillageShoppingCollection.com/en/legal/privacy-policy.</u>
  K. The Promoter reserves the right to amend these terms and conditions, at any time, without prior notice.
- L. These terms and conditions shall be governed by English law and Participants submit to the exclusive jurisdiction of the English courts.