

Rules of "The Smart Explorer game" organized by Le Club AccorHotels.

1: Organizer company

Pro-Fid, a company with a capital of €3,500,000, listed in the Trade & Companies Register of Nanterre under number 433 825 650 and having its registered office at 2 rue de la Mare Neuve, 91000 Evry, France (hereafter the "Organizer"), is organizing a free game called "The Smart Explorer" (hereafter the "Game"), from 10 am on 26 September 2016 to 10 am on 19 December 2016 included, accessible at the following URL address: thesmartexplorer-leclubaccorhotels.com (hereafter the "Website") and through the AccorHotels mobile application (hereafter the "App"). This game, which has no obligation to purchase or to stay in a hotel of the Organizer, is intended for members of Le Club AccorHotels' loyalty programme.

The days and times indicated are in the UTC +01:00 time zone (Brussels, Copenhagen, Madrid, Paris). No other time zone will be taken into account for participating in the game.

2. Terms and conditions of participation

This Game with no obligation to purchase is open to any individual who is of age under French law on the starting date of the game (i.e. aged 18 and over and a member of Le Club AccorHotels' loyalty programme).

Anyone involved in any capacity whatsoever in the development of the said game is automatically excluded from it, along with the members of their immediate family (notably spouse, parents, brothers and sisters, children or anyone residing in the family home), the employees of any subcontractor used by the Organizer and of SELARL Petey - Guerin - Bourgeac, court bailiff partners, 221 rue du faubourg Saint Honoré, 75008 Paris. The Organizer reserves the right to do all the necessary vetting concerning participants' identity, postal and/or electronic address.

Participation in the Game entails pure and simple acceptance in full of these rules, as well as the laws and regulations governing promotional games and lotteries. Only entries fully complying with the provisions of these rules will be accepted to participate in the Game.

Only one entry per person (same name, e-mail address, postal address, Le Club AccorHotels' member number) will be accepted. The participant will be disqualified in the event of fraud (in case of multiple accounts or e-mails, for instance). Any participant who attempts to interfere with the computer system of the Game, in any manner whatsoever, in order to win or attempt to win, will be excluded from the Game. Any false statement by a participant will lead to their exclusion from the Game without the Organizer being held liable.

Participation in the Game can only be done by Internet, as provided for by these rules. For this reason, any participation by telephone, fax, electronic or postal means or on other social networks cannot be taken into account.

3. Process of the game

Participation in the Game is not subject to any obligation to purchase and/or spend and/or stay in a hotel.

The winners of the Game will be picked by prize draw and instant wins. The Game is played as follows:

- 1) To participate in the Game, every 10 days or so participants are asked to discover a new mini-game called "mission", accessible on the Website and App. The precise dates on which these "missions" become available are indicated on the Website and App. Each "mission" consists of a mini-game with instructions that will be explained at the start of each "mission".

Each participant can gain additional chances of winning the final prize draw of the Game (see below) by participating in a "mission", according to the rules described below.

- Rule 1: each participant can gain one additional chance in the prize draw if they play within 5 days of a "mission" becoming available. Participating in a mission can only earn one additional chance, irrespective of the number of participations in this mission.
- Rule 2: the participant also earns an additional chance at the time of the prize draw if they win the "mini-game" within the "mission". Only one additional chance per "mission" is available under this rule.

If the participant meets all the above conditions, they may have at most 2 additional chances at the time of the final prize draw, namely a total of no more than 16 additional chances.

At the end of the game, a prize draw is organized to win one of 5 lots of 200,000 Le Club AccorHotels points in play. This prize draw will be organized between 19.12.16 and 23.12.16 among participants in the Game.

- 2) Besides participating in the "missions" that make it possible to participate in the prize draw, participants can also take part in an "instant win" in connection with the Game. So every day, either at the end of the "mini-game", whether or not the participant won or lost the "mission", or directly after clicking the "mission" accessible on the first page of the Game, a screen proposing participation in an "instant win" is automatically displayed. By clicking "Play", the participant is immediately informed of their possible prize of 10,000 Le Club AccorHotels points.

The instant win comes into play every day, separately from the missions in progress.

A participant can win an "instant win" only once for the duration of the Game.

By participating in the prize draw and the "instant win", a participant can win at most one of the 5 allocations in play in the final prize draw and only one instant win, in other words no more than 210,000 points. The final prize draw will be organized in such a way that a list of at least 5 different winners will be announced.

The Organizer processes the traffic and connection data to the Website of the Game. Among other things, it keeps the user ID (IP address) of the computer used by a participant in order to establish the attendance statistics of the Website, ensure the security of the Website and the Game and

verify the sincerity and honesty of any participation in the Game and its compliance with the rules, notably in order to avoid or detect any automated query on the Website or App of the Game or any automated dispatch of an invitation to others, which would systematically lead to the exclusion of the participant concerned and the benefit of any allocation. The Organizer may take legal action against any participant in this position. If need be, the Organizer may make this traffic data available to third parties or public authorities as provided for by law.

4. Terms of participation

The game is played exclusively on Internet, on the Website and through the App (any other method of participation, notably postal, is excluded).

Participants must observe the following points:

1. Have a valid Le Club AccorHotels member account (anyone not registered in the Le Club AccorHotels programme has the option to join the programme immediately and free of charge to get their member number so that they can participate under the same terms);
2. Go to the Website or use the dedicated space of the App, and complete the entry form to the Game;
3. Enter their personal Le Club AccorHotels member number;
4. Accept the rules of the game and enter the information requested on the form: e-mail address, full name, solve the Captcha-type code displayed;
6. The Game becomes accessible once all the requested information has been entered;
7. Participate in the "missions", as provided for in point 2 of the rules;

The participant's entry will only be taken into account once the entry form is completed in full. The participant certifies that the date entered on the entry form is accurate. Any false statement or erroneous and/or incomplete entry automatically leads to cancellation of any participation and prizes.

Participants are hereby informed that the data supplied on the entry form as well as the data collected on the form displayed in the event of a win are necessary for processing their entry and awarding allocations. Accordingly participants are asked to make sure the this information is valid.

All winners (instant wins and prize draw) will be contacted at the e-mail address provided at the time of their entry to the Game.

5. Invalidity

Participation in this Game implies unconditional and unrestricted acceptance of these rules in full, as well as the laws and regulations governing free games and promotional lotteries. The participant's entry may be invalidated and they may be held liable for any failure to comply with these terms.

Any participation must be fair. Accordingly the participant's entry will be invalidated in the event of any attempt, by any means whatsoever, to alter or attempt to alter the proposed game procedures, notably in order to alter its outcome.

The participant shall not use or seek to use any underhand means of participation or any fraudulent conduct that does not comply with these rules in full, with the rules of the current code of practice on the Internet and with the laws and regulations governing promotional campaigns. The participant

will render their participation invalid and may be held liable for any failure to comply with these terms.

The participant will not enter the Game more than once.

With reference to articles 323-1,323-2, 323-3 and 323-3-1 of the Penal Code, the participant who develops or uses software to play this Game automatically will be excluded and the Organizer will file a complaint for attempted fraud.

The Organizer reserves the right to definitively exclude from this Game any participant:

- giving a false identity or address,
- attempting to cheat (notably by creating false identities so as to enter more than once), and more generally,
- contravening one or more provisions of these rules.

If a participant is excluded, they will lose all rights in respect of these rules, notably those concerning the award of any allocations to be won.

Furthermore, the Organizer reserves the right, where appropriate, to take legal action against any participant contravening one or more provisions of these rules.

6. Agreement on evidence

It is hereby agreed that the data contained in the Organizer's computer systems has weight as evidence regarding the date and time of connection, the connection particulars and the information resulting from data processing with regard to the Game organized by the Organizer.

The Organizer will settle any question concerning the enforcement of these rules or any question raised that is not covered by these rules.

7. Allocations and announcement of the winners

The instant wins are deemed "open", in other words the allocation becomes available at a specific time and provided that no visitor has clicked the "Play" button of the screen preceding that of the instant win result, at that precise time, the allocation is still available to be won.

INSTANT WIN ALLOCATIONS:

Every day for the duration of the Game, 1 single allocation of 10,000 Le Club AccorHotels points comes into play, in other words 85 lots of 10,000 Le Club AccorHotels points. So the instant win system will have 85 winners.

PRIZE DRAW ALLOCATIONS:

5 allocations of 200,000 Le Club AccorHotels points each come into play at the time of the final prize draw of the Game. So the prize draw will have 5 winners in total among the participants in the Game.

The allocations awarded will not be taken back or exchanged for their cash value or any other gift. However, the Organizer reserves the right to replace the allocation at any time with an allocation of equivalent value.

8. Award of lots and publication of the results

The Organizer delivers the lots of Le Club AccorHotels points directly to the winners on their Le Club AccorHotels account.

The lots will be sent to the winners within 30 days of winning by instant win or prize draw.

The winners will be named after checking that they are eligible to win.

The Organizer of the game will tell the participant which lot they have won by means of a message on the Website and an e-mail for the instant wins; and by e-mail for the prize draw, at the e-mail address provided when entering the Game.

The points will be added to the winner's Le Club AccorHotels account as indicated on their entry form to the Game.

The Organizer accepts no liability for the winners' use of the allocations.

Each allocation offered is registered and non-transferable. Each allocation cannot be the subject, at the winner's request, of a cash refund or consideration of any kind whatsoever, nor can it be replaced by an allocation of equivalent kind. However, the Organizer may replace each allocation with an allocation of equivalent kind and value.

9. Use of the winners' image

By the fact of their win in this game, the winners authorize the Organizer, in advance, to publish, disclose, reproduce and make good use, free of charge, of their full names and photographs on any internal medium, including on the different intranets and all internal publications of the companies of the Organizer during all communication campaigns concerning this Game, without limitation of territory and without such publication entitling them to any compensation or remuneration of any kind whatsoever.

This authorization is valid for one year from the date of acceptance of these rules by the participant. The full names and photographs of each participant are personal data. The provisions of point 10 of the rules, entitled "Data protection" below, apply.

Regarding external publications, any contribution (messages, photos) on social networks and on the Facebook page only incur the liability of the contributors (winners or losers) who published them.

The winner has authorized the Organizer, free of charge, to communicate their first name and the first letter of their last name on the Organizer's Facebook pages or on other promotional-advertising media tied to this operation.

If a winner does not wish their full name and photograph to be used, they must stipulate this by registered letter sent to Pro-Fid, Smart Explorer operation, 2 rue de la Mare Neuve, 91000 Evry, France; within 2 days of the announcement of their win.

10. Data protection

Participants' particulars are processed in compliance with the French data protection law no. 78-17 ("Informatique et Libertés") dated 6 January 1978. Their personal data is only used in connection with the management of their participation in the competition and is reserved for the Organizer. It may be communicated to service providers and subcontractors for the performance of tasks on its behalf and within the framework of this game.

It will only be kept for the duration of the Game for the sole purpose of the Game and will not be used for commercial canvassing. It will not be sold or assigned to third parties by any means whatsoever.

As required by the French data protection law ("Informatique et Libertés"), participants have a right to access, question, correct, delete and object, which they may exercise by writing to the Organizer at the following e-mail address: data.privacy@accor.com.

The Organizer hereby gives the persons concerned an undertaking to take all necessary precautions to preserve data security and notably to prevent the data being disclosed to unauthorized third parties.

11. Liability

Participation in the Game implies knowledge and acceptance of the characteristics and limits of the Internet, notably concerning technical performance, response times for viewing, searching or transferring data, risks of interruption, connection-related risks, poor protection of certain data against misuse and risks of contamination by viruses circulating on the Internet. The Organizer cannot be held liable notably for malfunctions adversely affecting the Internet or any problem concerning the set-up or tied to a given web browser.

It is up to any participant to take all appropriate measures to protect their own data and/or software stored on their computing equipment from harm. Participants bear sole responsibility for their connection to the Website or the dedicated space of the App and their participation in the Game.

The Organizer does not guarantee that the aforesaid Website functions continuously, that it contains no computing errors and that the defects found will be corrected. Equally the Organizer accepts no liability for any damage to property or consequential damage caused to participants, to their computing equipment and to the data stored there, or for any direct or indirect consequences thereof, notably to their personal, professional or commercial activity.

Should the Game fail to proceed as specified for any reason whatsoever, for instance following a computer virus, bug, maintenance or unauthorized external attack on the computer system, fraud or technical fault or any other reason beyond the control of the Organizer, corrupting or adversely affecting the management, security, fairness and proper conduct of the Game, the Organizer reserves the discretionary right to cancel, modify or suspend the Game or even to end it forthwith, without participants being able to hold it liable for this reason.

The use of robots or all other similar processes making it possible to find the winning point mechanically or otherwise is prohibited; the violation of this rule will lead to the perpetrator's elimination from all the sessions of the Game.

The Organizer is not responsible in the event of:

- accident tied to the use of the allocations,
- malicious intervention,
- problems of telephone, Internet connection or mail delivery,
- problems accessing the server of the Game,
- destruction of the data supplied by the participant,
- software or hardware malfunctions,
- human error or electrical error,
- disturbances that might adversely affect the proper conduct of the Game.

The Organizer accepts no liability for any damage of any kind whatsoever due to an act of God or any other event beyond its control.

The Organizer will not be liable in the event of an incident or accident occurring on the occasion of the use and/or enjoyment of the allocation won.

12. Acceptance and filing of the rules

The complete rules of this Game have been filed with the following court bailiff firm:

SELARL PETEY - GUERIN - BOURGEAC, Huissiers de justice associés, 221 rue du faubourg Saint Honoré 75008 Paris.

The Organizer reserves the right to modify these rules and notably the game rules and the prizes awarded, mainly to allow for changes in legal, regulatory or administrative provisions and court rulings. Each modification will be the subject of an amendment of the rules and will be filed with the aforesaid court bailiff firm and posted online. No reply will be given to any telephone or written inquiry concerning the interpretation or enforcement of these rules, the mechanisms or methods of the game and the designation of the winner.

The rules are also available at the Internet address of the Game.

In case of difference between the version of the rules filed with the court bailiff and the rules posted online, the former will prevail.

13. Intellectual property right

In accordance with the Intellectual Property Code, the reproduction and representation of all or part of the elements comprising the game are strictly prohibited. The brand names cited are registered by their respective owners.

All brand names, logos and other distinctive signs reproduced on the different communication media dedicated to the game are or may be the exclusive property of their owners and are or may be protected.

Any unauthorized reproduction of these brand names, logos and signs constitutes or may constitute an infringement liable for penal sanctions.

Any use of the elements of the game, by whatever means, is subject to compliance with the Intellectual Property Code.

14. Complaints and jurisdiction

This game is governed by French law.

Any complaints concerning the competition must be made in writing to be taken into consideration, stating the full name(s) and personal contact details, to the following address: Publicis Nurun - TWT operation, 133 Champs-Élysées, 75008 Paris, France; no later than 20 (twenty) days after the deadline for participating in the Game.

In the event of a dispute arising on the interpretation or implementation of these rules, any participant may have recourse to a conventional mediation procedure or any other alternative dispute resolution method.

Disputes are referred to any of the courts having territorial jurisdiction by virtue of the provisions of the Code of Civil Enforcement Procedures or the Consumer Code.