

Terms and Conditions of the “In the Suitcase of the Smart Explorer” competition organised by Le Club AccorHotels.

ARTICLE 1. Organiser

Pro-Fid, a company with share capital of €3,500,000.00, listed in the Trade & Companies Register of Nanterre under number 433 825 650, having its registered office at 2 rue de la Mare Neuve, 91000 EVRY, France (hereafter “the Organiser”), is organising a free competition called “In the Suitcase of the Smart Explorer” (hereafter the “Competition”) from 10:00am on 22 June 2017 to 10:00am on 6 July 2017 inclusive, at the following URL address: <http://www.thesmartexplorer-leclubaccorhotels.com> (hereafter “the Website”) and via the AccorHotels mobile app (hereafter “the Application”). This competition, with no obligation to purchase or stay in a hotel of the Organiser, is reserved for members of the Le Club AccorHotels loyalty programme.

The days and times stated herein are those of the UTC +01:00 time zone (Brussels, Copenhagen, Madrid, Paris). No other time zone will be taken into consideration for participation in the Competition.

ARTICLE 2. Terms and conditions for participation

This Competition is open to anyone aged 18 or over (the French legal age for gaming) on the start date of the competition who is a member of the Le Club AccorHotels loyalty programme (hereafter “the Participant”).

Any persons who have been involved in any capacity whatsoever in devising the said competition, as well as their close relatives (spouses, parents, brothers and sisters, children or anyone living in the family home), employees of any subcontractors the Organizer may use, and employees of SELARL Synergie Huissiers 13, Associated Bailiffs, 21 rue Bonnefoy 13006 Marseille are automatically disqualified.

Participants in the Competition are under no obligation to purchase and/or consume and/or stay in a hotel.

Participants in the Competition purely and simply accept these rules and all their provisions herein, as well as the laws and regulations governing promotional competitions and lotteries. Only entries in the Competition that comply with all the provisions herein will be accepted.

Only one entry is allowed per person per day (same name, same email address, same postal address, same Le Club AccorHotels membership number). Any Participant found to be cheating (e.g. with multiple email accounts or email addresses) will be disqualified. Any Participant attempting to hack the Competition's computer system by any means whatsoever to try and win will be disqualified. Any Participant making a false statement will be disqualified from the Competition without the Organiser incurring any liability in that respect.

Entries for the Competition are made exclusively on the Internet, under the terms of these rules. No entries made by telephone, fax, electronic means, post or on social media can be accepted.

ARTICLE 3. Goal and time frame

The Smart Explorer has just returned from his world tour, with unforgettable memories and with souvenirs in his luggage: he has brought back exactly 50 souvenirs.

Participants have a limited period of time in which to find the countries of origin of the 50 souvenirs, which will be presented on the Website or the Application, more precisely on a conveyor belt.

It should be noted that:

- Each souvenir comes from a single country: therefore in total 50 countries must be found.
- The name of a country cannot be used twice.

The Competition progresses as follows:

- 1) Participants are invited to log on to the Website or Application over a period of 14 consecutive days, from 10:00am on 22 June 2017 to 10:00am on 6 July 2017 inclusive.
- 2) Participants can play only once a day. However, they do not need to log on every day.
- 3) The Competition is divided into 3 periods, each period being limited in time.
 - Period 1 - the first five days, from 22 June to 26 June:
Participants have two minutes in which to find as many countries of origin of the souvenirs on the conveyor belt as possible.
 - Period 2 - the next five days, from 27 June to 1 July:
Participants have one and a half minutes in which to find as many countries of origin of the souvenirs on the conveyor belt as possible.
 - Period 3 - the last four days, from 2 July to 6 July:
Participants have one minute in which to find as many countries of origin of the souvenirs on the conveyor belt as possible.
- 4) To indicate the country of origin, Participants have to click the souvenirs on the conveyor belt and type the name of their country of origin within the allotted time. All 50 souvenirs are presented on the conveyor belt whenever a Participant logs on. Participants can click on any souvenirs they choose to guess the country of origin of the said souvenirs.

ARTICLE 4. How to participate

The Competition takes place exclusively on the Internet (the Website and the Application, no other participation method - postal in particular - is allowed).

To enter, Participants must:

1. Go to the Website or use the dedicated area of the Application and fill in the Competition's entry form;
2. Enter their Le Club AccorHotels membership number (non-members can join the Le Club AccorHotels programme immediately and free of charge, in which case they receive their membership number and can then enter the Competition);

3. Accept the rules of the Competition and complete all the required fields in the form: email address, first and last name, enter the Captcha code;

4. The Competition is now accessible. A window opens, inviting the Participant to take up the challenge. The Participant then has to click “Play” and guess as many countries of origin of the souvenirs as possible during a limited period of time, which starts when the first souvenir is clicked.

Whenever a souvenir is clicked, an input field appears, allowing the Participant to type in the name of the country the souvenir conjures up. An autofill feature displays the names of all countries matching the first 3 typed letters.

The Participant is informed of each correct guess by a pop-up window, which also displays an interesting fact about the souvenir in question. The timer pauses until the Participant dismisses the said pop-up window.

If the guess is incorrect, a message warns the Participant and prompts him to try another country.

When the allotted time is up, a window prompts the Participant to continue playing the following day and states the number of countries found.

5. Participants can log on every day from 10:00am on 22 June 2017 to 10:00am on 6 July 2017 inclusive and guess as many countries as possible within the allotted time.

Entries are only valid if the entry form has been correctly completed. Participants certify that the details they have entered in the entry form are correct. Any false, incorrect and/or incomplete statement automatically disqualifies the entry and prizes.

Participants are informed that the data provided in the entry form and in the form notifying prize winners is required to take into account their participation and to award prizes. Therefore, Participants are invited to check the validity of their data.

All winners (winning instants and prize draws) will be notified at the email address provided when they entered the Competition.

ARTICLE 5. Entry validity

The Organiser reserves the right to carry out any relevant checks to ascertain that each entry complies with all the rules herein. To that end, the Organiser may among other things check:

- The Participant's identity, postal and/or electronic address;
- Whether the Participant is a “Le Club AccorHotels” member;
- That the Participant has only played once a day.

ARTICLE 6. Agreement on evidence

It is hereby agreed that the data stored in the Organiser's IT systems have evidentiary weight regarding login date and time, login details and information resulting from the processing of data concerning the Competition organised by the Organiser.

ARTICLE 7. Designation of winners

Winners are declared by means of two different mechanisms, giving rise to two distinct allocations of prizes, which are described in article 8 below:

7.1 INSTANT WIN:

An “instant win” is a precise time randomly determined by the Organiser before the Competition as witnessed by the firm of bailiffs mentioned in article 13. An instant win automatically qualifies for a prize as described in article 8.1 below.

Winning instants are “open”; in other words, the prize is available at a precise time and remains available for winning until such time as a player has won it. The instant win is triggered at the end of the competition's timer.

When the competition ends and the timer stops, and regardless of whether or not the Participant has found correct answers, a screen automatically displays the “winning instant” prize.

One hundred (100) people per day can win an instant prize, making a total of one thousand four hundred (1,400) winners over the period of the Competition.

7.2 FINAL PRIZE DRAW:

The prize draw will be organised by the bailiff's firm mentioned in article 13 between 08/07/2017 and 15/07/2017, and will nominate five (5) winners among Participants who satisfy all the following criteria:

- The Participant has provided all the particulars required in the entry form;
- The Participant has found all the countries of origin of the fifty (50) souvenirs in the Competition.

ARTICLE 8. Prizes

8.1 INSTANT WIN PRIZES:

Every day 100 prizes of 1,000 Le Club AccorHotels points can be won, making a total of 1,400 prizes over the period of the Competition.

8.2 PRIZE DRAWS:

Five prizes each worth 200,000 Le Club AccorHotels points can be won.

A given Participant can only win one of these five prizes in the final prize draw and only one of the instant prizes, making a maximum total of 201,000 points.

Each prize is registered, non-transferable, non-exchangeable and non-modifiable. On no account can any financial consideration be demanded in lieu of the prize. If the circumstances so warrant, the Organiser reserves the right to replace a prize with another prize of the same value.

The Organiser assumes no liability for the use made of prizes by the winners.

ARTICLE 9. Award

The Prizes, comprising Le Club AccorHotels points, are awarded to the winners by the Organiser directly on the winner's Le Club AccorHotels account as stated in the latter's Competition entry form.

Prizes will be sent to the winners after their eligibility for the prize has been checked, within 30 days of the win, whether the prize was won as an instant win or in a prize draw.

Winners of winning instants will be notified of their prize by email; and winners of prizes in prize draws will be notified by email and by a message on the Website. These emails will be sent to the address stated by the winner in the Competition entry form, subject to it being a valid email address.

If incomplete or inaccurate contact details are provided, no prize will be awarded without the Organiser incurring any liability in that respect.

ARTICLE 10. Announcement of winners

In respect of their winnings in the Competition, winners hereby authorise the Organiser to use, publish, broadcast and disclose free of charge their full names in any internal or external medium, during any communication campaign relating to the Competition, without territorial limitation and without such publication entitling them to any compensation or payment whatsoever.

This authorisation is valid for one year from the date of acceptance of these rules by the Participant.

ARTICLE 11. *Informatique et Libertés* Law (French Data Protection Act)

The personal data of participants is processed in compliance with the French law no. 78-17 dated 6 January 1978, known as *Informatique et Libertés*. The personal data provided by participants is only used for the purpose of managing their participation in the competition and is reserved for the Organiser. It may be passed on to service providers and subcontractors working on the Organiser's behalf in connection with this competition.

The Organiser processes the Competition traffic and Website logon data. Among other things, it stores the identifier (IP address) of computers used by participants to draw up Website traffic statistics, ensure the security of the Website and the Competition and verify the genuineness and fairness of Competition entries and their compliance with the rules, more particularly to prevent or detect any robot activity on the Competition's Website or Application or any automated sending of invitations to third parties, which would systematically disqualify the Participant concerned and the benefit of a prize. Any Participant in such a situation would run the risk of legal action being brought by the Organiser. Where appropriate, the Organiser may put its traffic data at the disposal of third parties or public authorities, under the conditions laid down by law.

The data will be retained only for the duration of the Competition, only for the requirements of the Competition and will not be used for commercial canvassing purposes. It will not be sold or transferred to any third parties in any manner whatsoever.

As required by the French data protection law (*Informatique et Libertés*), participants are entitled to access, consult, amend and delete their data, simply by emailing the Organiser at data.privacy@accor.com.

With regard to the data subjects, the Organiser undertakes to take all necessary precautions to safeguard their data and more particularly to prevent it being disclosed to unauthorised third parties.

ARTICLE 12. Exclusion of the Organiser's liability

Competition entrants are deemed to know and accept the characteristics and limits of the Internet, more particularly with regard to technical performance, the response time for consulting, examining or transferring information, the risks of interruption, risks concerning login, the lack of protection of certain data against possible misappropriation, and the risks of contamination by potential viruses circulating on the Internet. The Organiser cannot accept liability *inter alia* for faults affecting the Internet or for any configuration problems or problems relating to a given browser.

It is up to the Participant to take all appropriate measures to protect their own data and/or software on their hardware against any breach. Participants logging onto the Website or the dedicated Application area to participate in the Competition do so under their sole responsibility.

The Organiser cannot guarantee that the previously mentioned Website functions uninterruptedly, does not contain any computing errors, or that any observed faults will be corrected. Likewise, the Organiser cannot accept liability for any material or consequential damage caused to Participants, their hardware or the data stored on it, or for any direct or indirect consequences thereof, notably on their personal, occupational or commercial activities.

Should the Competition not progress as expected for any reason whatsoever, for instance due to a computer virus, a bug, an intervention, an unauthorised external intrusion into the computer system, an act of fraud, a technical fault or any other cause beyond the Organiser's control and should this adversely affect the administration, security, fairness and smooth running of the Competition, the Organiser reserves the discretionary right to cancel, modify or suspend or end the Competition forthwith, without the Participants holding it liable in that respect.

Use of robots or any other similar processes to find winning point in any manner whatsoever is prohibited; anyone breaching this rule will be disqualified from all sessions of the Competition.

The Organiser accepts no liability in the event of:

- an accident relating to the use of the prizes,
- a malicious intervention,
- telephone or Internet connection or postal problems,
- problems accessing the Competition server,
- destruction of data provided by the Participant,
- software or hardware faults,
- human error or electrical faults,
- disruptions affecting the smooth running of the Competition.

The Organiser disclaims all liability for any damage whatsoever caused by an act of God or any other event beyond its control.

The Organiser incurs no liability in the event of an incident or accident occurring during use and/or enjoyment of the winner's prize.

ARTICLE 13. Availability and filing of the rules

The full rules of the Competition have been filed with the following firm of bailiffs:

Synergie Huissiers 13, whose associate court bailiffs are: Pierre Montel, René Simeone, Fabien Segura, Yannick Siméone, Frédéric Arlaud, Xavier Titton, Alain Coudert, Michel Ducos and Didier Aubert, court bailiffs.

The Organiser reserves the right to modify the provisions of these rules, in particular the rules governing the competition and the winnings, essentially to comply with any changes in statutory, regulatory or administrative provisions and court rulings. All modifications thereto will be the subject of an amendment to the rules filed with the aforesaid firm of bailiffs and published online.

The rules are also available at the Competition's Internet address.

If there is a difference between the version of the rules filed with the bailiff and the version available online, the version filed with the bailiff takes precedence.

ARTICLE 14. Request for refund

The Organiser undertakes to refund on request any Participant for the costs incurred in entering the Competition, namely the cost of the Internet connection for participating in the Competition and the postal charges incurred in requesting the refund or in sending the rules.

On the other hand, the Organiser undertakes to refund only those Participants who meet the conditions of participation in the Competition and the conditions set out in this article.

For reasons of simplification, the Organiser can only accept one request for refund per household (same last name, same first name, same email and postal addresses) for the duration of the Competition.

14.1 The cost of the Internet connection relating to participation in the Competition

Any Participant can on request be refunded for the connection cost incurred to participate in the Competition.

Please note that Participants who have not incurred any additional connection or communication cost to participate in the Competition (persons having an all-inclusive Internet subscription, users of “*cybercâble*”, etc.) cannot be refunded.

14.2 Postal cost concerning the request for refund or transmittal of the rules

On request, the Organiser undertakes to refund the stamp used by the Participant to request the refund and/or the rules of the Competition on the basis of second-class postage rates.

14.3 How to apply for a refund

Requests for refund must be sent in writing to the following address:

Société Pro-Fid
“The Smart Explorer” Competition
2 rue de la Mare Neuve, 91000 EVRY, France

Participants must clearly state in their letter their full name and address (street and street number, postcode, town/city and country) and enclose the following documents:

- bank details in the name of the Participant;
- a photocopy of their ID card;
- where applicable, copy(ies) of the itemized telephone bill(s), along with the date(s) and time(s) of their participation.

Any incomplete or illegible request or one not sent to the aforementioned address or received more than one month after the end of the Competition (as attested by date on postmark) will be considered voided.

If the Competition is extended or possibly postponed, the closing date for obtaining the rules of the Competition and the refunds (postage and Internet connection cost) will be put back accordingly.

Refunds will be made by bank transfer to the Participant's account.

ARTICLE 15. Intellectual property right

In accordance with the Intellectual Property Code, reproduction and representation of any of the elements of the competition are strictly prohibited. All quoted trademarks are trademarks registered by their respective owners.

All trademarks, logos and other distinctive signs reproduced in different communication material devoted to the competition are or may be the exclusive property of their holders and are or may be protected.

Any unauthorised reproduction of the said trademarks, logos and distinctive signs is or may be an infringement liable inter alia for criminal penalties.

Any use of the elements of the competition by whatever method must comply with the Intellectual Property Code.

ARTICLE 16. Complaints and competent court

This competition is governed by French law.

For any complaints concerning the competition to be admissible, they must be sent in writing, mentioning the complainants full name and contact details, to the following address: Publicis Nurun - opération TWT, 133 Champs-Élysées, 75008 Paris, France; no later the 20 (twenty) days after the Competition entry deadline. The Organiser will settle any question concerning the applicability of these rules or any other question arising that is not settled by these rules.

In the event of a dispute concerning the interpretation or implementation of these rules, the Participant and the Organiser must first seek to settle the matter out of court. The Participant may opt for a conventional arbitration procedure or any other alternative dispute resolution method.

Barring out-of-court settlement, the dispute will be referred to one of the territorially competent courts pursuant to the provisions of the French Code of Civil Enforcement Procedures or the French Code of Consumer Law.