

## **CONTEST RULES AND REGULATIONS** **FRANCE CAMPAGNE "Made In"**

### **ARTICLE 1: ORGANIZER**

**ATOUT FRANCE in Canada,**  
France Tourism Development Agency  
1800, McGill College ave., suite 1010  
Montreal, QC, Canada H3A 3J6

The economic interest group Atout France, whose head office is at 79-81 Rue de Clichy 75009 Paris, FRANCE, via its Canadian office, is holding a contest, **from November 28<sup>th</sup>, 2016 to December 20<sup>th</sup>, 2016 at 11:59pm** (with the date and time in Quebec serving as the official time), titled France Campagne "**Made In**".

The contest is free of charge with no purchase required to participate, and administered via the internet.

Providers of goods or services referred to herein, constitute suppliers of the contest organizer and are not involved in any capacity whatsoever in the organization of this contest.

### **ARTICLE 2: CONTEST ENTRY**

By participating in the contest, you explicitly and unconditionally accept these rules and all their stipulations, the current rules on internet ethics (code of conduct, etc.) and the laws and regulations on games and contests currently in effect in France. In any dispute about the interpretation of the rules, the Operator's sole decision shall be final.

The contest can only be accessed over the Internet at the following URL: <http://ca.france.fr/en/made-paris-2>. The rules to participate are described in Article 4.

The contest is open to Canadian residents who have reached the age of majority in their province.

Directors, officers and employees of Atout France in Canada, as well as their immediate families are not eligible to participate. As well any person having participated, directly or indirectly, in the elaboration and the implemented of this contest, as well as his (her) immediate family are not eligible to participate.

Participation in the contest supposes unreserved acceptance of the present rules and all their provisions, as well as of all laws and regulations applicable to free contests. Failure to abide by the conditions set forth in these rules will result in the automatic disqualification of the entrant.

Any attempt to disrupt the normal operation of this contest may result in the immediate elimination of the person involved.

Winners agree that Atout France in Canada can use their names and pictures for promotional or advertising purposes and will sign the consent form used by Atout France in Canada for this purpose.

By participating in this contest, participants agree that all personal information submitted can be collected and used. Nevertheless, these are only gathered for the purposes of the

administration of the present competition and will serve at no other end without the consent of the participants.

### **ARTICLE 3: INFORMATION ABOUT THE CONTEST**

The contest will be announced by means of a press release, an announcement in the Atout France in Canada's newsletter, banners on *ca.france.fr* and its partners' websites. It will also be announced in other ways such as (but not limited to) ads on partner websites and social media networks (Facebook, Twitter, etc...).

The complete contest rules are available [here](#).

### **ARTICLE 4: PARTICIPATION RULES**

In order to enter the contest, contestants must, at the latest on December 20<sup>th</sup>, 2016 at 11:59pm included, Canadian time and date as certified by record:

1. Connect to the Made In webpage, in the contest section at this address : <http://ca.france.fr/en/made-paris-2>
2. Complete the form with their first name, last name, email address, complete home address, and phone number. To validate their participation, the participant must accept the contest rules by checking the appropriate box.
3. Validate the participation.

No other type of entry (including via postal mail) will be accepted.

### **ARTICLE 5: ENTRIES ALLOWED**

Only 1 entry is permitted per person having the same first name, last name, email address, home address or IP address, in order to participate to the final random draw.

Players must fill out every field on the form, except those marked as optional. The data entered by the participant must be valid and sincere (first name, last name, email address, home address, zip code and city), as this could result in the player's exclusion and the loss of his/her winner status.

It is strictly forbidden for a participant to play with several email addresses, and to play from someone else's player account.

Participants are aware and agree that the information entered during registration or on the entry form shall serve as proof of their identity. Once the information has been submitted, it is binding on participants. The Operator reserves the right to verify the accuracy of data supplied by participants.

Incomplete or inexact registrations will not be considered and will disqualify the entrant.

Any participant using different email addresses to register to the contest will be disqualified.

Any attempt at fraud on the part of a participant shall disqualify all entries submitted from that household.

Atout France agrees to protect the confidentiality of any personal information you share with us in the context of this contest. We will never sell, rent or otherwise share the

information provided here with any third parties for commercial purposes without your explicit consent.

## **ARTICLE 6: PRIZE DETAILS AND VALUE**

### **A. PRIZE AWARDED**

The following prize will be awarded at the end of the contest, according to the article 7 of the present rules and regulations:

- **A 3 nights stay in France for two (2) people** in a 4\* hotel and **two roundtrip tickets with Air France** departing from Montréal, Toronto or Vancouver in Economy class, to Paris.

Valued at a maximum of **CAD 4 696 \$CAD (four thousand six hundred ninety six Canadian dollars)**, the prize includes:

- *3 consecutive nights in Paris in a 4\* hotel in double occupancy, selected by the winner depending on his availabilities.*
- *2 return tickets with Air France in Economy class from Montreal, Toronto or Vancouver to Paris, all taxes included.*

The prize does not include:

- *Possible excursions and personal shopping*
- *Transports between the winner's home and the Canadian airport of departure*
- *Fees regarding excess baggage*
- *Transports between the French airport and/or the train station and the hotel*
- *Added nights, over 3 nights if the winner wished to stay longer*
- *Any chargeable activity / delivery / performance*
- *Taxes that aren't stated above*
- *Other fees and expenses related to the prize which are not specified as being part of the prize*

The trip is valid **until December 15<sup>th</sup>, 2017**

The value of this prize is a maximum value. The value of the prize will be based on the winner's chosen dates. No refund will be made if the cost of the allocation chosen by the winner is inferior to this value.

### **B. CONDITIONS**

Hotel:

- The stay is of 3 consecutive nights in double occupancy in a 4\* hotel in Paris
- The reservation must be made in advance, with conditional approval, depending on vacancy
- The conditions may change without notice

Air France (Economy class, all taxes included) (Between Montréal or Toronto or Vancouver and Paris):

- These tickets must be used for a return trip before December 15, 2017 and must have been issued by September 15, 2017. Unfortunately, no extension shall be granted if not issued /used by said dates.
- Reservations cannot be made more than 180 days prior to departure and no later than September 15, 2017. Flight availability on the airfrance.ca website does not guarantee availability for promotional tickets for the same flights and dates. These tickets do not allow booking in a higher class of travel for a fee or in exchange for Flying Blue miles.

- These tickets are for personal use only and must be used simultaneously by two persons, one of them being the winner. Resale of these tickets is strictly forbidden. Flying Blue mileage or SkyBonus points may not be accumulated on these tickets
- These tickets apply solely to the scheduled itinerary on flights operated by Air France. They cannot be used on codeshare or HOP! flights. They can neither be modified nor exchanged for tickets for a different itinerary. No stopover in Paris is allowed, unless Paris is the destination.
- To make the necessary arrangements for your travel, please send the attached form and the present conditions to [dagauthier@airfrance.fr](mailto:dagauthier@airfrance.fr). After verification and validation, you will receive an email instructing you to proceed with your reservations on the self-booking tool within the date limits and subject to availability. You will have 15 days after receipt to proceed. Booking and issuance of these tickets will be done simultaneously. Reservations may not be put on hold.
- The reservation process does not include seat selection. Seat selection can be done at any time via the "Manage my booking" section on [airfrance.ca](http://airfrance.ca), for a fee, or for free 30 hours or less before the flight when checking-in online on [airfrance.ca](http://airfrance.ca)
- Passengers are responsible for obtaining and presenting all the mandatory travel documents. Air France has no obligation on advice to passengers and assumes no liability for denied boarding related to formalities of any country visited.
- Air France will not be responsible for any failure to board due to circumstances beyond its control. Passengers shall assume all financial expenses or losses, e.g. hotels, restaurants, taxis, phone calls and lost wages, incurred as a result of said failure to board and shall waive all liability claims.
- The above conditions may be changed without notice.

### **C. GENERALITIES**

Under no circumstances may a prize be refunded or exchanged for its value in money or for any other product or service, nor can it be transferred to a third party. However, in cases of *force majeure* or if warranted by circumstances, Atout France in Canada reserves the right at any time to substitute another prize of equivalent value (as determined by them) for the announced prizes.

No challenge or claim of any kind shall be accepted with regard to the prizes. Winners agree to waive any claim of liability against Atout France in Canada, its partners and suppliers in general with respect to the prizes, their delivery, condition and quality. The winner and the person of his (her) choice must travel together for day and return flights.

Travel dates are subject to availability. Atout France in Canada cannot be held responsible if the chosen dates are not available. After booking, it will not be possible to ask for the trip's reimbursement

### **ARTICLE 7: NOMINATION OF THE WINNERS**

The prize winner shall be decided at the end of the contest.

A random draw will be held among these participants, in the Atout France in Canada office, located in 1800 avenue McGill College, office 1010, Montréal, Québec, Canada, H3A 3J6 **on March 7th, 2016.**

The draw will be executed electronically; so the choice of the potential winner will be

unpredictable. The prize will be awarded to the first name drawn. If the winner has not followed these rules, he or she will lose the prize lot and a second winner will be selected.

## **ARTICLE 8: ATTRIBUTION OF PRIZES**

The winner of the main prize will be notified by email and/or by phone within seven (7) days after the end of the contest and will receive prize information, provided they meet the terms and conditions respecting the contest and the awarding of the prizes.

A draw will be made on December 21<sup>st</sup>, 2016 at 4:00pm (Standard Eastern Time) at the Atout France Offices, located at 1800 avenue McGill College, bureau 1010, Montréal, Québec, Canada, H3A 3J6.

The draw will be done electronically, thus the choice of the potential winner will be random. The first name being drawn will be the one who will receive the prize (under certain conditions).

To claim their prize, the winners will be required to claim their prize **no later than fifteen (15) days** following the date of the email notifying them their name was chosen, otherwise, although subject to the provisions in Section 11, they will be deemed as having relinquished their prize.

Any prize not awarded by virtue of a selected entrant's failure to claim the prize within the specified timeframe or to meet the requirements described herein, shall be declared null and void, and will be re-awarded.

The Operator reserves the right to ask winners for proof of identification.

Atout France in Canada reserve the right to communicate the winner's name, as well as his (her) feedback, on its websites *ca.france.fr* as well as on its Facebook and Twitter accounts.

The winner and his or her guest are responsible for being in possession of a valid passport before the departure date, and must not be under any travel restrictions. The winner must have reached the age of majority in his (her) province of residence. The winner and his or her guest must travel together and on the same itinerary.

Travel dates are subject to availability.

## **ARTICLE 9: LIABILITY**

### **A. WITH RESPECT TO THE CONTEST**

Atout France in Canada cannot be held liable in the event of a dysfunction of the Internet network, preventing access to the game or its smooth running. In particular, Atout France in Canada cannot be held liable for any third party acts of Internet abuse.

While Atout France in Canada shall do all in their power to provide users with information and/or tools that are accessible and verified, they shall not be held liable for any errors (particularly in display on contest websites), or for the absence of availability of information and/or the presence of a virus on the website.

Participation in the contest implies knowledge and acceptance of the characteristics and limitations of the Internet, the absence of protection of certain data provided against possible misuse or piracy, and the risks of contamination by viruses circulating on the Internet.

Participants must take appropriate measures to protect their personal data and/or software on their computer or telephone equipment from any kind of attack. All persons connecting to the website and participating in the contest shall do so at their own risk. Furthermore, Atout France in Canada shall not be responsible or liable in the event of:

- Internet access problems;
- Hardware or software problems,
- Deletion or loss of data provided by participants for reasons not attributable to Air France;
- Human errors or errors due to electrical malfunction;
- Disturbances that might affect the smooth running of the contest or dysfunctions in the automated draw process.

Atout France in Canada shall not be held liable for the consequences of any delay in email for which it is not responsible. Any claims must be sent by the recipient directly to the appropriate Internet service provider (ISP).

In any case, if the smooth running of the contest in administrative and/or technical terms is disrupted for any reason beyond the control of Atout France in Canada, the Company reserves the right to suspend the contest.

Any fraud or breach of the present rules shall result in the disqualification of the entrant; Atout France in Canada reserves the right, if warranted, to initiate proceedings against the defaulting party.

## **B. WITH RESPECT TO THE USE OF PRIZE TICKETS**

Atout France in Canada shall not be held liable for any physical incapacity, whether legal, physical or mental, preventing the winners from boarding their flight or entering a foreign country, including in the case of irregularity in their travel documents (missing or expired passport or visa, etc.).

### **ARTICLE 10: GENERALITIES**

This contest is subjected to the provincial laws and is not effective where the law forbids it.

The present rules are governed by the laws of Quebec, excluding conflict of law rules as well as, for people outside Quebec, provisions allowing a dispute with respect to the contest to be submitted to the *Régie des alcools, des courses et des jeux* as per section 11 below.

Only the French version of the contest rules is legally valid. In case of any difference between the French and English version, the French version will prevail.

### **ARTICLE 11: DISPUTES**

By registering for and participating in this contest, participants accept these rules fully and completely.

These rules are subject to Canadian law, including the Act respecting lotteries, publicity contests and amusement machines.

Any difficulties in interpreting these rules and any contentious issues shall be resolved by the *Régie des Alcools, des Courses et des Jeux du Québec (RAJCO)*. Any dispute over an awarded prize may be referred to the *Régie* solely to request assistance in attempting to resolve the dispute.

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