

# CONTEST OFFICIAL RULES

## LAUNCH FRENCH BEE GOOD DEALS CARD

No purchase or payment is required to enter or win. A purchase or payment of any kind will not increase your chances of winning.

### 1 – ORGANISATION - SPONSOR

**FRENCH BEE**, a French “*société par actions simplifiée*” with a capital of 10 960 390 euros, with its registered office at Actipôle 85, Belleville-sur-Vie, 85170 Bellevigny, France, registered under the number 520 168 030 RCS La Roche-sur-Yon, hereinafter referred to as the “Organizer”, is organizing a contest called French bee Good deals (no purchase or payment necessary) from 01/20/2023 until 02/07/2023 (hereinafter referred to as the “Contest”) on <https://us.frenchbee.com/en/>

The Organizer guarantees to the participants neutrality, the existence of the prizes and its complete impartiality with regards to the Contest.

### 2 – DURATION OF THE CONTEST

The Contest begins on 01/20/2023 at 11am (local time – Paris) and ends on 02/07/2023 at 23h59 (local time – Paris). Any participation outside of this period will not be considered.

### 3 – ELIGIBILITY

This Contest (no purchase or payment necessary) is open exclusively to individuals who are over the age of 18 and residing in the United States.

Are excluded from this Contest, individuals who do not comply with the conditions mentioned above, the employees of the Organizer and any individual who has directly or indirectly participated in the development, the implementation or in the organization of the Contest, but also their partners and their direct family members: direct ascendants or descendants or other parents, whether they are household members or not.

The Organizer reserves the right to request that any Participant proves that the aforementioned conditions are met. Any person non-complying with these conditions or refusing to provide the proof requested above will be excluded from the Contest and may, if he/she wins, not benefit from the prize.

Only one participation is allowed per person (same email address) for the duration of the Contest, only one card can be attributed to each person. The Organizer reserves the right to check that this rule is complied with.

The Participants that are not able to justify their complete personal information and identity or that have given incorrect or false information will be disqualified, as will the Participants that refuse that their personal information, which is necessary for the organization of the Contest not be collected, saved or used.

By participating in this Contest, Participant fully and unconditionally accepts these rules. The non-compliance with these rules will lead to the automatic cancellation of the participation and the attribution of a prize.

The complete set of rules is available on the following page: <https://us.frenchbee.com/en/contest-rules-frenchbee-good-deals-card>

#### **4 – HOW TO ENTER**

This Contest will be circulated by a publication on the Organizer's

Facebook page: <https://www.facebook.com/frenchbeeusa>

Instagram page: <https://www.instagram.com/flyfrenchbee/?hl=en>

Twitter : <https://twitter.com/flyfrenchbee>

by a letter sent to the email address used for the subscription to the Organizer's newsletter.

The Participants must:

1. complete the information form and the mandatory boxes
2. activate the French Bee Good deals Card
3. Register the Card on his online wallet

in order that his/her inscription is taken into account. The Participant acknowledges and accepts that the information mentioned in the information form is proof of his/her identity.

Depending on the mechanism used in order to participate in the Contest, internet connection charges may apply (3G network, 4G network...) It is the Participant's responsibility to enquire about such internet connection fees and to cover such fees.

Any participation which does not comply with the present rules will make the participation void. Any Participant suspected of fraud may be disqualified from the Contest by the Organizer, without the Organizer having to justify such disqualification. Any incomplete, false, illegible identity or participation, whether such act is voluntary or involuntary, or any participation made using another method than the one stated in these rules will be considered as null and void. The same penalty will be applied in the event of multi-participations.

The Organizer reserves the right to definitively exclude from the different contests, any Participant which, due to his/her fraudulent activities, disrupts the successful completion of the contests. In addition, the sponsorship of fictitious persons will lead to the automatic elimination of the player.

#### **5 – PRIZES**

The prizes in play are distributed as follows:

2 prizes of one (1) FRENCH BEE round trip air ticket for 1 person (depending on the place of residence of the winner):

- Paris <> San Francisco OR
- Paris <> New York Newark OR
- Paris <> Los Angeles OR
- Paris <> Miami OR
- San Francisco <> Papeete

Each prize is for 1 person(s) from \$1000 to \$2000 / prize, taxes included\*

\*The commercial value of the prizes is a maximum value. The actual value of each prize will depend on the dates chosen by the winner, the seasonality and the yield. No refund will be made if the cost of the flight chosen by the winner is less than this value.

**Details:**

Total value: \$4000

The value of the prizes is indicative and determined at the time of the implementation of these rules and their evaluation may not be contested.

The tickets are available subject to the following conditions:

- Booking class: BASIC
- They are nominative. The ticket will be issued in the name of the winning Participant.
- Tickets must be issued one (1) week before the departure date, otherwise reservations will be canceled.
- They are not refundable, modifiable, exchangeable after emission, cumulable (1 ticket per winner), returned in exchange for the value in cash or in exchange of any other goods.
- They cannot be transferred, resold or bought.
- They are granted subject to availability in the specific booking class at the time of booking.
- They are valid outside of school holidays of the places of departure and departures on Saturdays.
- They are valid outside embargo periods.
- They are valid for one year from the award of the prize to the winner. No extension is possible.
- The airline tickets are issued electronically.
- In the event of a no show on the outward flight, the return flight is automatically canceled.
- Passengers who receive air tickets can be disembarked without compensation on the departure day (pursuant to the measures that can be taken and the rules on the departure day).
- Airport taxes will be borne by the Organizer.
- The general terms of sale and transport of the Organizer (available on [www.frenchbee.com](http://www.frenchbee.com)) apply to the prizes.

The Organizer cannot be held responsible for the unavailability of flights on the dates chosen by the winner. If the winners are not available on the reserved dates, they will lose the benefit of their prize.

The prizes do not include all the expenses not expressly foreseen in the above description, and in particular, without this list being exhaustive:

- accommodation fees
- catering costs
- travel expenses
- transfer from the winner's home to the departure airport, or transfer from the arrival airport to the hotel chosen by the winner.
- Repatriation and cancellation insurance.

All costs incurred after the Contest including the maintenance and use of the prizes are the entire responsibility of the winner.

In the event of a force majeure event or if the circumstances justify so, the Organizer reserves the right to substitute at any time for the proposed prizes other prizes of equal or greater value (including changing the travel dates). The winner will be kept informed of any changes.

Prizes may not give rise to any dispute or claim whatsoever. The winners undertake not to hold the Organizer, its partners or, more generally, any supplier of the Organizer in the context of this Contest, legally responsible in terms of endowments, including their delivery, condition and their quality.

Odds of winning depend upon the total number of eligible entries received.

## **7 – DESIGNATION OF THE WINNERS**

At the end of the Contest, the draw will be conducted on 02/20/2023

## **8 – ANNOUNCEMENT OF THE WINNERS**

The winners will be named after verification of their eligibility for the prize. Any Participant who does not comply with or who does not wish to be bound by the obligations of these rules will be disqualified and another ballot will be drawn to designate a new winner.

## **9 – TERMS FOR COLLECTION OF THE PRIZES**

The prizes will be sent to the email address indicated by the Participants.

If all or part of the details provided by the winner (and in particular, his/her email address) are invalid, false or incorrect, the Participant will lose the benefit of the prize.

In the event that the prize is returned undelivered, the prize will remain available for the Participant for 30 days. After this period, the Participant will no longer be able to claim the prize.

The winners agree to accept the prizes as proposed.

## **10 - USE OF THE PARTICIPANT'S PERSONAL DATA**

In order to participate in the Contest, Participants must provide certain personal information about themselves.

Participants' information is recorded and used by the Organizer in order to record their participation in the Contest and to allow prizes to be allocated. The methods used for processing personal data by the Organizer are available on <https://us.frenchbee.com/en/general-terms-sale-carriage>

Participants may, for legitimate reasons, object to the processing of their personal data in the context of this Contest. They also have a right to oppose their information being used for commercial prospecting purposes if such purposes are not necessary for this Contest. Such opposition can be filed as soon as the Participants participation in the Contest is registered, by sending an e-mail to [dpo@frenchbee.com](mailto:dpo@frenchbee.com).

The winner(s) authorize the Organizer to use their personal information (surname, first name, address) and a photo of the winner(s), for advertising, publicity or public relations, in any form whatsoever, without such use giving rise to a remuneration, a right or advantage of any nature, other than the allocation of their prize.

In accordance with the applicable law concerning personal data, any Participant has the right to rectify, complete, clarify, update or erase any of their information which is inaccurate, incomplete, ambiguous or out of date by e-mail to the Organizer" at: [dpo@frenchbee.com](mailto:dpo@frenchbee.com).

## **11 – RULES OF THE CONTEST**

The rules can be consulted on the following page : <https://us.frenchbee.com/en/contest-rules-frenchbee-good-deals-card>

The rules may also be sent free of charge to any person who requests it from the Organizer.

The Organizer reserves the right to extend, shorten, modify or cancel the Contest at any time, especially in the event of a force majeure, without giving rise to any compensation to the Participants.

## **12 –INTELLECTUAL PROPERTY**

The reproduction, representation or exploitation of all or part of the components of the Contest, including these rules is strictly prohibited.

All trademarks, logos, texts, images, videos and other distinctive signs reproduced on the site as well as on the sites to which it allows access via hypertext links, are the exclusive property of their owners and are protected as such by applicable Intellectual Property laws. Their unauthorized reproduction constitutes an infringement punishable by criminal penalties.

Any total or partial unauthorized reproduction of these marks, logos and signs constitutes an infringement punishable by penal sanctions.

Participation in this Contest implies the full and entire acceptance of these rules by the Participants.

## **13 - LIABILITY**

This Contest is not managed or sponsored by Facebook. The information provided by the Participants is provided to the Organizer and not to Facebook.

The responsibility of the Organizer cannot be engaged in case of a force majeure or fortuitous event beyond its control.

The Organizer cannot be held responsible for delays, losses, theft, damage to mail, lack of readability of stamps due to postal services. It also cannot be held responsible and no claim can be brought against it for force majeure events (strikes, bad weather ...), partially or totally depriving the participants of the opportunity to participate in the Contest and/or the winners from benefiting from the prizes.

The Organizer as well as its service providers and partners will in no way be held responsible for any incidents that may occur during the use of the prizes by the winners or their guests once they have taken possession of the prizes.

Also, the Organizer, as well as its service providers and partners, cannot be held responsible for the loss or theft of prizes once the winners have taken possession of them. Any additional cost necessary to take possession of the prizes is the sole responsibility of the winners, without the latter being able to claim any compensation from the Organizer or from the service providers or partners.

The Organizer will not be responsible in the event of any malfunction with respect to the internet network or the Facebook platform preventing access to the Contest. In particular, the Organizer cannot be held responsible for any acts of external malice.

If the Organizer makes every effort to provide users with functioning information and/or tools, it cannot however be held responsible for material errors (including the display on the Contests sites, the sending of erroneous emails to Participants, the routing of emails), the lack of availability of information and/or the presence of viruses on the site. Participation in this Contest implies the knowledge and acceptance of the characteristics and limits of the Internet, the lack of protection of

certain data against possible hijacking or piracy and the risk of contamination by any viruses circulating on the network. It is up to each Participant to take all appropriate measures to protect their own data and/or software stored on their computer and telephone equipment against any infringement. The connection of any person to the site and participation in the game is under its full responsibility.

In addition, the Organizer is not responsible in the event of:

- Hardware or software issues
- Destruction of information provided by Participants for a reason not attributable to the Organizer
- Human or electrical errors
- Disturbances that could affect the smooth running of the Contest
- Consequences of any delay, loss, theft or damage to postal or electronic mail which is not attributable to the Organizer. Complaints must be made via the addressees published directly by the companies that provided the delivery of said mail.
- Use of personal data by Facebook

In any event, if the administrative and/or technical running of the Contest is disturbed by a cause beyond the control of the Organizer, the latter reserves the right to interrupt the game. Any fraud or non-compliance with these rules may result in the disqualification of the Participant from this Contest, and where appropriate, the right for the Organizer to bring against it legal proceedings.

#### **14 – DISPUTES AND CLAIMS**

These rules are governed by French law and are void where prohibited by law.

The Organizer reserves the right to decide, without appeal, with regards to any difficulty that may arise regarding the interpretation or the application of the present rules, it being understood that no claim will be admitted in particular with regards to the rules of this Contest, the results, the prizes or their receipt, one month after the end of the Contest. Except in the case of obvious errors, it is agreed that the information resulting from the Organizer's systems has probative force in any dispute as to the connection information and the processing of said information.

Any claim must be made within one month of the end date of the Contest to the Organizer. After this date, no claim will be accepted.

#### **15 – EVIDENCE AGREEMENT**

By express agreement between the Participant and the Organizer, the computer systems and files of the Organizer will be decisive evidence.

The computerized registers, kept by the Organizer's computer systems, if kept in reasonable safety and reliability conditions, are considered as proof of the relations and communications between the Organizer and the Participant.

It is therefore agreed that, except in the case of a manifest error, the Organizer may rely, in particular for the purposes of proof of any act, fact or omission, on programs, data, files, recordings, transactions and other items (such as follow-up reports or other reports) of any kind or in computer or electronic form or medium, prepared, received or kept directly or indirectly by the Organizer, in particular in its computer systems.

These elements constitute evidence and if they are produced as evidence by the Organizer in any claim or other proceedings, will be admissible, valid and opposable between the parties in the same

way, under the same conditions and with the same probative value as any document that would be drawn up, received or kept in writing. Transactions of any kind, carried out using the identifier and code assigned to a Participant, following registration, are irrefutably presumed to have been carried out under the Participant's responsibility.