

## **TemptingPlaces contest - Terms and conditions**

### **Article 1 : Organizing company**

TemptingPlaces, number SIRET 50271368800021 whose head office is located at the following address Tour Voltaire, 1 Place des Degrés, 92800 Puteaux, organizes a free contest without obligation of purchase from May 24th, 2022 to May 31st, 2022.

The operation is entitled: TemptingPlaces contest. This operation is accessible via the Internet page at this address: <https://www.temptingplaces.com/en/page/contest-2022-temptingplaces.13697.html>

### **Article 2 : Conditions of participation**

2.1 This Game is open to any individual residing in Europe, customer or not with TemptingPlaces. The company reserves the right to proceed to all the necessary verifications concerning the identity, the postal and/or electronic address of the participants.

2.2 Are excluded from any participation in the present Contest and from the benefit of any endowment, that it is directly or indirectly the whole of the personnel of the Company and the Partners, including their family and spouses (marriage, P.A.C.S. or recognized marital life or not), as well as the minor persons.

2.3 Persons who have not provided proof of their full contact details and identity or who have provided them inaccurately or falsely will be disqualified, as will persons who refuse to accept the collection, recording and use of personal information concerning them that is strictly necessary for the purposes of managing the Contest.

2.4 Participation in the Contest implies full and unconditional acceptance of these rules. Failure to comply with these rules will result in the automatic cancellation of participation and the possible awarding of prizes.

### **Article 3: Participation procedure**

3.1 The Contest takes place as follows: the participant goes to the web page at <https://www.temptingplaces.com/en/page/contest-2022-temptingplaces.13697.html>.

After having read the terms of participation, the participant fills in the form:

- The participant can only play once a day for 7 days.
- The Contest will be held from 2022-05-24 to 2022-05-31

3.2 The 10 random draws will take place as follows: each lot put in contest will be the subject of a random draw on all the participants having respected the rules of the game to validate their participation in the Game named "TemptingPlaces contest" and not having already won previously. The Contest is accessible 24 hours a day on the web page at this address: <https://www.temptingplaces.com/en/page/contest-2022-temptingplaces.13697.html>

### **Article 4: Selection of winners**

4.1 Only one prize will be awarded per winner (same name, same address).

4.2 The winners will be designated after verification of their eligibility to win the prize. The designated participants will be contacted by e-mail by the organizer. If a participant does not manifest himself/herself within one month following the sending of this e-mail, he/she will be considered to have renounced his/her prize and the prize will remain the property of the Organizer.

4.3 By accepting the prize, the winner authorizes the Organizer to use his/her first and last names, as well as the indication of his/her city and department of residence in any publicity or promotional event, on the Organizer's

website and on any affiliated website or medium, without this use giving rise to any right or remuneration other than the prize won.

4.4 The winners must comply with the rules. If it turns out that they do not meet the criteria of these rules, their prizes will not be awarded. Participants authorize all verifications concerning their identity, age, postal address or the loyalty and sincerity of their participation. In this regard, the Organizer reserves the right to request a copy of the winner's identity document before sending the prize. Any false declaration, false indication of identity or address will result in the immediate elimination of the participant and, if applicable, the reimbursement of the prizes already sent.

#### **Article 5: Prizes**

The game consists of the following prizes: 10 copies of Coffee Table Book TemptingPlaces, 1 copy of Coffee Table Book per winner.

Price generally noted: 39€ TTC

#### **Article 6 : Delivery of the prizes**

6.1 Following their participation in case of winning as described herein, the winners will receive all the information necessary for the delivery of the prizes via an email within 15 days (excluding weekends and holidays), from the announcement of the winners. The prizes will be sent to the winners by post. The organizer cannot be held responsible for sending the prizes to an incorrect address due to the negligence of the winner. If the prizes could not be delivered to their addressee for any reason whatsoever, independently of the organizer's will (the winner having moved without updating his/her address, etc.), they will remain the property of the organizer.

6.2 The prizes are not interchangeable for another object, nor for any monetary value and cannot give rise to a partial or total refund. Participants are informed that the sale or exchange of prizes is strictly prohibited.

6.3 The value indicated for the prize(s) corresponds to the current or estimated public price, including tax, on the date of drafting of the rules, and is given as a mere indication and is subject to variation. The Organizing Body cannot be held responsible for any incident/accident that may occur in the use of the prizes. All brands or product names mentioned are registered trademarks of their respective owners.

#### **Article 7 : Limitation of responsibility**

The participation in the game "TemptingPlaces contest" implies the knowledge and the acceptance of the characteristics and the limits of the Internet, in particular as regards the technical performances, the response times to consult, question or transfer information, the risks of interruption, and more generally, the risks inherent in any connection and transmission on Internet, the absence of protection of certain data against possible hijackings and the risks of contamination by possible viruses circulating on the network. Consequently, the Organizing Body shall not be held responsible under any circumstances, without this list being restrictive, for

- a. the transmission and/or reception of any data and/or information on the Internet ;
- b. any malfunction of the Internet network preventing the proper conduct/functioning of the Game
- c. failure of any receiving equipment or communication lines;
- d. the loss of any paper or electronic mail and, more generally, the loss of any data
- e. delivery problems;
- f. the functioning of any software;
- g. the consequences of any virus, computer problem, anomaly, technical failure;
- h. any damage caused to a Participant's computer
- i. any technical, hardware or software failure of any kind that prevents or limits the possibility of participating in the Game or that damages a Participant's system

j. the malfunctioning of the prizes distributed in the context of the Game, and any direct and/or indirect damage that they may cause.

It is specified that the Organizing Body cannot be held responsible for any direct or indirect damage resulting from an interruption, a malfunction of any kind for any reason whatsoever, or for any direct damage that would result, in any way whatsoever, from a connection to the site developed in the context of this game. It is the responsibility of each Participant to take all appropriate measures to protect his/her own data and/or software stored on his/her computer equipment against any attack.

The connection of any person to <https://www.temptingplaces.com/en/page/contest-2022-temptingplaces.13697.html> and the participation of Participants in the Game is done under their entire responsibility. The Organizing Company will be able to cancel whole or part of the Game "TemptingPlaces contest" if it appears that frauds intervened in any form whatsoever, in particular in a data-processing way or of the determination of the winners. It reserves, in this hypothesis, the right not to allot the endowments to the fraudsters and/or to prosecute the authors of these frauds before the competent jurisdictions. However, it shall not incur any liability of any kind towards the Participants as a result of any fraud committed.

In particular, it will be considered fraudulent for a Participant to use one or more fictitious names or names borrowed from one or more third parties, since each Participant must participate in the Game under his or her own and unique name. Any fraud will result in the elimination of the Participant. The organizer reserves the right, for any reason whatsoever, to cancel, postpone, interrupt or extend the game or to modify all or part of the terms and conditions of these rules, in compliance with the latter. If, as a result of an event beyond its control, it is forced to apply this right, it shall not be held liable.

The organizer reserves the right to exclude permanently from the various games any person who, by his fraudulent behavior, would harm the smooth running of the games. In addition, the sponsorship of fictitious persons will result in the immediate elimination of the player. Similarly, any attempt to use the game outside the unmodified interface set up on the site will be considered an attempt at fraud. In addition, decompiling the Game, using personal scripts or any other method to circumvent the intended use of the Game as set forth in these rules will also be considered attempted fraud and will result in immediate elimination without recourse.

#### **Article 8: Registration of the rules**

As of the date of its implementation, this Game is subject to the present rules, filed with the office of Maître COHEN-SKALLI-HOBA, bailiff located at 5 avenue Gabriel Péri BP42 93401 ST-OUEN CEDEX, France.

The rules are available free of charge to any person who requests them from the Game Organizer at the following address Tour Voltaire, 1 Place des Degrés, 92800 Puteaux, France. Stamps related to the written request for a copy of the rules will be reimbursed at the slow rate on simple request.

#### **Article 9: Personal data**

It is recalled that to participate in the Game, players must necessarily provide certain personal information about them (name, first name, email address ...). This information is recorded and saved in a computer file and is necessary to take into account their participation, to determine the winners and to award and deliver the prizes. This information is intended for the Organizer, and may be transmitted to its technical service providers and to a service provider ensuring the delivery of prizes. By participating in the Game, the player may also request to be registered for an information e-mail from the Organizer. The data thus collected may be used within the legal framework. In accordance with Articles 39 and following of Law No. 78-17 of January 6, 1978, amended in 2004, relating to information technology, files and freedoms, any person participating in the Game may obtain communication and, if necessary, rectification or deletion of information concerning him or her, by contacting [privacy@temptingplaces.com](mailto:privacy@temptingplaces.com).

#### Article 10: Disputes

The present rules are subject to French law. In order to be taken into account, any disputes relating to the Game must be made by written request to the following address: Tour Voltaire, 1 Place des Degrés, 92800 Puteaux.

And no later than ninety (90) days after the deadline for participation in the Game as indicated in these rules. In the event of persistent disagreement on the application or interpretation of these rules, and failing amicable agreement, any dispute will be submitted to the court having jurisdiction, to which exclusive competence is attributed.