

COMPETITION RULES

Week-end in Lyon Facebook

Article 1 : Organisation

The association Office du Tourisme et des Congrès du Grand Lyon, hereinafter referred to as "The Organiser", the head office of which is located at: Place Bellecour, BP 2254 69214 Lyon Cedex 02, registered number SIRET 77983225200018, is organising a free competition, with no obligation to purchase, running from October 21th 2020 to November 30th 2020 at midnight (day included).

Article 2 : Participants

This free competition with no obligation to purchase is exclusively open to persons of adult age, on the competition start date, who are resident in Mainland France (Corsica included), Spain, Italy, Belgium, Switzerland, Luxembourg, and Germany.

Any person who does not meet the above-mentioned conditions is excluded from the game, as well as members of staff of The Organiser, and any person who has directly or indirectly participated in the design, production or management of the competition, as well as their spouse and family members, including direct descendants and ascendants or other relatives living in their home or otherwise.

The Organiser reserves the right to ask any participant to provide evidence that they satisfy the above-mentioned conditions.

Any person that does not fulfil these conditions, or refuses to provide evidence thereof, shall be excluded from the competition and shall not be entitled to the prize should they win.

Only one participation per person shall be allowed (same name, same address).

The Organiser reserves the right to carry out any checks necessary to ensure that this rule is respected.

Participation in the competition entails full and unconditional agreement with these rules.

Article 3 : Participation method

Participants must visit the following URL: <https://taste.lyon-france.com/facebook>

La participation au jeu implique l'entière acceptation du présent règlement.

Participants must fully and accurately complete the information form in order for their registration to be valid. Participants are informed and agree that information provided in the registration form constitutes proof of their identity.

Any participation that is not done in accordance with the provisions of these rules shall be invalid.

Any participant suspected of fraud may be removed from the competition by The Organiser, without the latter being required to provide justification for such a decision. Any identification or participation that is incomplete, erroneous or illegible, whether intentional or otherwise, or that is done in a form other than that specified in these rules shall be deemed void. The same penalty shall apply in the event of an individual participating more than once.

Article 4 : Prize

The competition prizes are :

2 weekends in Lyon for 2 people, including: return transport, 2 nights + breakfasts at the 4-star hotel Novotel Lyon-Confluence, 1 meal in a "bouchon lyonnais" (traditional restaurant) and 2 LyonCityCards (1000€TTC).

Details:

Stay valid for 2 people, from January 1st 2021 to December 31st 2021, on a Friday and Saturday night, not including the Fêtes des Lumières (Festival of Lights) period.

The winner must communicate the dates of their stay in accordance with the methods that will be specified by The Organiser in the email announcing the prize.

The OFFICE DU TOURISME ET DES CONGRES DU GRAND LYON will cover the cost of transport tickets for the winner up to a sum of €300, either by directly purchasing the tickets, or by paying this sum to a travel agent, which will take care of the reservation in the event that the sum of the tickets exceeds €300.

This €300 sum shall in no event be paid directly to the winner.

Transport costs related to travel between the winner's home and the place of departure/arrival (station or airport), as well as costs related to travel between the place of departure/arrival (station or airport) and the destination (hotel), shall not be covered by The Organiser of this competition.

Total value: €2000 including taxes.

The value of the prize is determined at the time of writing of these rules and its valuation shall not be contested.

All costs revealed after this competition, in particular regarding the safeguarding and use of the prize, shall be entirely the responsibility of the winner.

Article 5 : Nomination of the winner

At the end of the competition, the prize draw shall take place on December 3rd, 2020.

The condition(s) for participating in the prize draw are as follows: Nomination of the winner shall be done by a draw from among the list of participants recorded in Excel spreadsheets.

The draw shall be carried out by The Organiser, on the premises of Office du Tourisme et des Congrès du Grand Lyon, place Bellecour.

Article 6 : Announcement of the winner

The winners shall be informed via the email address provided during registration for the competition. All participants shall be informed of the result of the draw via email to the address provided when they participated.

Article 7 : Award of the prize

A member of staff of Office du Tourisme et des Congrès du Grand Lyon shall contact the winner in order to organise their stay and reserve the various services (transport, accommodation and restaurant).

In the event that no response is received from the winner, the prize shall remain available for a period of 15 days. Following this period, the winner shall not be able to claim the prize.

The winner undertakes to accept the prize offered and may not exchange it, in particular for cash, or other goods or services of any kind, nor transfer it to a third-party. Similarly, no compensation requests for the prize shall be accepted.

Should an event occur that is beyond its control, in particular in relation to its suppliers or unforeseeable circumstances, The Organiser reserves the right to replace the announced prize with another prize of equivalent value.

The winner shall be informed of any changes.

Article 8 : Use of participants' personal data

Information related to participants shall be recorded and used by The Organiser to register their participation in the competition and enable the prize to be awarded.

The participants may, for legitimate reasons, object to the processing of their personal data provided over the course of this competition. The participants also have a right to object to the use of their personal data for purposes of commercial prospecting, beyond the use of their personal data for their participation in this competition, which they may exercise as of their registration by sending a letter to The Organiser, the address of which is mentioned in Article 1.

The winner authorises The Organiser to use their details (first and last names) for the purposes of advertising or public relations, on any medium whatsoever, without such use entitling them to any remuneration, right or benefit of any kind, other than the award of their prize.

In accordance with the latest version of the French Data Protection Act (*Loi Informatique et Libertés*), as well as with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), the participant may exercise their right to access, rectification and erasure of data, to restriction of processing, to data portability, and to object, as well as their right to withdraw consent, by sending a letter to The Organiser, whose address is mentioned in Article 1.

Article 9 : Competition rules

The competition rules are filed with SELARL ACTA - PIERSON et ASSOCIES, owner of a bailiff's office located at: 15 rue de Sarre BP 15126 57074 METZ Cedex 3.

The rules shall be available for consultation at the following website : <https://taste.lyon-france.com/facebook>

The rules may be sent free of charge to any person who requests them from The Organiser.

The Organiser reserves the right to extend, shorten, modify or cancel the competition at any time, in particular in the event of force majeure, without this entitling participants to compensation of any kind.

If necessary, the rules modified by amendments shall be filed with SELARL ACTA - PIERSON et ASSOCIES, owner of a bailiff's office located at: 15 rue de Sarre BP 15126 57074 METZ Cedex 3.

Article 10 : Industrial and intellectual property

The reproduction, representation or use of all or part of the elements that form this competition, including these rules, is strictly forbidden.

All of the trademarks, logos, texts, images, videos and other distinctive signs reproduced on the website, as well as on websites that may be accessed from this website via hypertext links, are the exclusive property of their owners and are protected as such by the provisions of the *Code de la propriété intellectuelle* (French Intellectual Property Code), throughout the world. Any unauthorised reproduction thereof shall be deemed infringement and subject to criminal penalties.

Any unauthorised reproduction, in whole or in part, of these trademarks, logos and signs shall be deemed infringement and subject to criminal penalties.

Participation in this competition entails full and unconditional agreement with these rules by the participants.

Article 11 : Liability

The Organiser may not be held liable in the event of force majeure or an unexpected event beyond its control.

The Organiser may not be held liable for lateness, loss, theft or damage to mail, or illegible stamps, due to the postal services. Nor shall The Organiser be held liable, and no action may be taken against it, in the event of the occurrence of events having characteristics of force majeure (strike, adverse weather conditions, etc.), which make it totally or partially impossible for the participants to take part in the competition and/or for the winner to benefit from their prize.

In no event may The Organiser, or its service providers or partners, be held liable for any incidents that may occur during use of the prize by the winner or the winner's guests, as of the time when the winner has taken possession of the prize.

Similarly, The Organiser, as well as its service providers and partners, may not be held liable for the loss or theft of the winner's prize, as of the time when the winner has taken possession of the prize. Any additional cost involved in taking possession of the prize is the responsibility of the winner alone, and the latter may not request compensation of any kind from The Organiser, nor from The Organiser's service providers or partners.

This competition is neither managed nor sponsored by Facebook and Instagram, and The Organiser releases them from any liability.

Article 12 : Disputes and claims

These rules are governed by French law.

The Organiser reserves the right to settle, without appeal, any difficulties that may arise regarding the interpretation or application of these rules, it being understood that no disputes shall be accepted, in particular regarding the terms of the competition, the results, the prizes or their receipt, one month following the end of the game. Except in the event of clear errors, it is agreed that information produced by The Organiser's competition systems shall be considered conclusive in any dispute regarding login details and the computer processing of information related to the competition.

Any complaint must be sent to The Organiser within one month following the end of the game. No complaints shall be accepted following this date. Participation in the competition entails full and unconditional agreement with these rules.

Article 13 : Agreement regarding evidence

It is expressly agreed by the participant and The Organiser that only The Organiser's computer files and systems shall be accepted as evidence.

The computer records, stored in The Organiser's computer systems, in reasonably secure and reliable conditions, shall be considered as evidence of the relationships and communications between The Organiser and the participant.

As a result, it is agreed that, except in the event of a clear error, The Organiser shall be able to use, in particular as evidence of any action, fact or omission, the programmes, data, files, records, operations and other elements (such as monitoring reports or other statements) in electronic or computer form or format, or stored on electronic or computer media, that are established, received or stored directly or indirectly by The Organiser, in particular in its computer systems.

Such elements are therefore considered to be evidence and, if they are produced as evidence by The Organiser in any litigious or other proceeding, they shall be admissible and valid, and may be used equally by both parties, in the same conditions and with the same conclusiveness as any document that may be established, received or stored in writing.

Operations of any kind performed using the user ID and password assigned to a participant, following registration, shall be irrefutably presumed to have been carried out under the responsibility of the participant.

The rules of this competition were filed via the following website: <https://www.reglementdejeu.com>.