

RULES OF THE LA VALLEE VILLAGE GAME – “PRIVILEGE Game”

Article 1: Organising Company

VR Services SNC, a French partnership incorporated as a *société en nom collectif* whose registered office is located at La Vallée Village, 3 cours de la Garonne, 77700 Serris (France), registered with the Trade and Companies Registry of Meaux under number 428 821 896 (hereinafter “the Organising Company”), is organising a game from 3 January to 30 January 2017, inclusive (hereinafter referred to as “the PRIVILEGE Game”).

Any Participant to the PRIVILEGE Game must refer to the present rules to ascertain the participation conditions and procedure. Participation in the PRIVILEGE Game entails express and unqualified acceptance of all provisions of the present rules, and of applicable statutory and regulatory provisions governing gaming in France.

Article 2: Eligibility

The PRIVILEGE Game is open to any individual who is of adult age as at the start date of the PRIVILEGE Game, i.e., effective as of 3 January 2017 (hereinafter referred to as “the Participants”).

The PRIVILEGE Game will take place from 3 January to 30 January 2017, inclusive, during La Vallée Village opening hours.

The Organising Company reserves the right to verify the Participants’ identity and age prior to handing over any prize as part of the PRIVILEGE Game; in that regard, any misrepresentation shall entail exclusion from the PRIVILEGE Game.

The staff of the Organising Company, of its parent, sister and subsidiary companies, of the La Vallée Village shops and brands, of suppliers and service providers of the Organising Company, of its parent, sister and subsidiary companies as well as members of their family are not eligible.

The Organising Company reserves the right to disqualify any person who contravenes the PRIVILEGE Game participation procedure.

Article 3: Participation procedure

The steps set out below must be followed to participate in the PRIVILEGE Game:

- a) Be a member of La Vallée Village’s PRIVILÈGE Membership Scheme and be aged 18 or more;
- b) Visit La Vallée Village during its opening hours from 3 January to 30 January 2017, inclusive;

- c) Purchase one (1) or several products in the participating shops operating at La Vallée Village (<https://www.lavallee-village.com/en/footer/legal/privilege-participating-brands/>) from 3 January to 30 January 2017, inclusive;
- d) Present one's PRIVILEGE Code to be scanned on each purchase at the cash till; each scan amounts to one participation in the PRIVILEGE Game.
(It is specified that products purchased in any one given shop cannot be individually scanned as part of a given purchase.)
- e) Four draws (one draw per week) will designate the four winners, i.e. one winner per week, (hereinafter referred to as "the Winners") of the PRIVILEGE Game out of the Participants.

Any other participation method shall be disregarded.

Any incomplete or inaccurate participation or a participation that fails to comply with the conditions and procedures set out hereinabove may be disregarded and shall consequently render the participation null and void.

Potential Winners may be required to provide evidence of their identity and age. The Organising Company shall not howsoever be held liable in respect of any lost, tardy, incorrectly delivered, inaccurate, invalid, incomprehensible or incomplete registration for any reason whatsoever, including for reasons attributable to hardware and equipment, software, navigators, or network failures, faulty operation, congestion or incompatibility of the Organising Company's server or of any other item.

It is mandatory to fill out the personal details collected within the framework of the organisation of the PRIVILEGE Game, as this information is required for the award of the Prize referred to in Article 5 hereinbelow.

This data will be computerised in accordance with the provisions of Article 6 of the present rules.

Article 4: Drawing of lots

Four draws shall be carried out in all (one draw per week) to select the four Winners (one Winner per week) of the PRIVILEGE Game out of all Participants having complied with the present rules:

A first drawing of lots shall be carried out on 10 January 2017,
The second drawing of lots shall be carried out on 17 January 2017,
The third drawing of lots shall be carried out on 24 January 2017, and
The fourth drawing of lots shall be carried out on 31 January 2017.

The Winner of the first draw (carried out on 10 January 2017) will be informed by telephone or by e-mail no later than 11 January 2017.

The Winner of the second draw (carried out on 17 January 2017) will be informed by telephone or by e-mail no later than 18 January 2017.

The Winner of the third draw (carried out on 24 January 2017) will be informed by telephone or by e-mail no later than 25 January 2017.

The Winner of the fourth draw (carried out on 31 January 2017) will be informed by telephone or by e-mail no later than 1 February 2017.

The award of the Prize will only become definitive after verification of the information pertaining to each Winner by the Organising Company and the receipt by each Winner of confirmation of such verification.

The Organising Company shall be under no obligation to hand over any Prize whatsoever to a Winner:

- if the latter has not correctly provided his or her details when participating,
- if he or she has evidently and by any means whatsoever been able to falsify the outcome of the PRIVILEGE Game,
- if he or she has failed to comply with the present rules, and/or
- if, for the reasons lying beyond the Organising Company's control, such as IT failures or industrial action, the emails fails to reach the Winner on the aforementioned dates.

If each selected Winner cannot be contacted on the day following the draw, for external reasons lying outside the Organising Company's control, the said Winner shall forfeit all rights to the Prize, which shall be deemed not to have been won.

Article 5: Prize

The four Winners whose names are drawn will each win:

- a La Vallée Village gift card with a value of €1,000 (one thousand euros) valid for a period of (1) year at no cost 15 December 2017. Account maintenance expenses amounting to €2.50/month will then be debited from the balance held on the card as of 15 December 2017.

(hereinafter referred to as the "Prize").

The Prize may be collected at the La Vallée Village Reception Area until 15 February 2017 at the latest or sent by ordinary mail by the Organising Company to the address specified by the Winner.

In that event, all costs of delivery of the Prize shall be borne by the Organising Company. However, the Organising Company shall not howsoever be held liable for non-delivery of the letter by reason of any failure on the part of the postal service.

The Prize shall not give rise to any change or variation, nor any objection or challenge whatsoever, nor to payment of all or part of its monetary value, nor to any exchange or replacement, for any reason whatsoever.

The Prize shall not howsoever be assigned or transferred (in particular, by deed of sale or auction sale) to third parties.

The Organising Company may, if so compelled by circumstances lying outside its control and characterised as force majeure events, replace the Prize by an award of equivalent value.

Article 6: Advertising - Use of personal data – IT and Civil Liberties legislation

By participating in the PRIVILEGE Game, the Winner agrees to the use of his or her identity by the Organising Company in any promotional event pertaining to the PRIVILEGE Game in any media and on a worldwide basis, without such consent entailing any rights or benefits whatsoever other than the award of the Prize.

The Participants furthermore agree that the Organising Company, its parent, sister or subsidiary companies may use the personal data provided on registration to send them notices of any special offer, event and promotion that the Organising Company, its parent, sister or subsidiary companies may deem of interest to the Participants.

If after participating, a Participant no longer wishes to receive emails regarding special offers, events and promotions at La Vallée Village, he or she is entitled, on receipt of any email from the Organising Company, its parent, sister or subsidiary companies, to deregister from the La Vallée Village database and thereby to cease receiving any emails on their part or from any carefully chosen marketing partner.

In general, the Participants' personal data shall be processed in accordance with the French Act no. 78-17 of 6 January 1978 pertaining to information technology, databases and civil liberties. Participants hold a right of access to, modification, rectification and deletion of the data concerning them. They may exercise this right by sending correspondence by ordinary mail to VR Services SNC, Legal Department (*Département juridique*), La Vallée Village, 3 Cours de la Garonne, CS 40337 Serris, 77706 Marne La Vallée Cedex 04.

Article 7: Standard Terms and Conditions

The Organising Company reserves the right to cancel, suspend and/or modify all or part of the PRIVILEGE Game in the event of fraud, technical issues or in case of occurrence of any other event lying outside the Organising Company's control that could adversely affect the integrity or the proper operation of the PRIVILEGE Game, at the Organising Company's sole discretion.

However, any modification shall give rise to an amendment which shall be filed with *Maître* MANCEAU, the Bailiff entrusted with custody of the rules, and made available at no cost at the Reception Area located at 3 Cours de la Garonne, CS 40337 Serris, 77706 Marne La Vallée Cedex 04 and sent at no cost to any person having submitted a written request for the rules.

The Organising Company reserves the right, at its sole discretion, to disqualify any individual who fails to comply with the terms and conditions of the present rules or whose behaviour breaches the rules of moral

respect. Any wilful act of sabotage towards the PRIVILEGE Game could be tantamount to a breach of civil and criminal legislation in force. In case of commission of such an act, the Organising Company reserves the right of to claim damages from the relevant person, to the extent permitted by law. The fact that the Organising Company refrains from relying on any of the provisions of the present rules shall not howsoever be construed as a waiver of such right of action.

Article 8: Limitation of liability

After receiving their Prize, the Winners hereby undertake to relieve the Organising Company, its parent, sister or subsidiary companies, suppliers, service providers, partners including commercial partners and all of their respective directors, officers, employees and representatives (jointly “the Warranted Parties”) from any liability whatsoever and to warrant them against any action or grounds for action including in particular, without limitation, material damage or property loss occurring as part of the participation, award or use or lack of use of the Prize.

The Warranted Parties shall not in any event whatsoever be held liable for:

- a) any incorrect or inaccurate information, attributable to or caused by (i) the Participants, (ii) printing errors or (iii) any equipment, hardware or software related to the PRIVILEGE Game or used in connection with the PRIVILEGE Game;
- b) any unauthorised human interference/intrusion in the participation process or the PRIVILEGE Game;
- c) any technical or human error arising in the administration of the PRIVILEGE Game or of the PRIVILEGE Game participation process;
- d) any material damage or property loss directly or indirectly caused, in whole or part, by a person’s participation in the PRIVILEGE Game or by his or her use or lack of use of the Prize.

If, for any reason whatsoever, a person’s registration turns out to have been deleted, lost, destroyed or altered by mistake, that person’s sole allowable recourse shall be a new registration for the PRIVILEGE Game. In that event and in case of interruption of all or part of the PRIVILEGE Game, the Organising Company may, at its sole discretion, elect to organise a random drawing of lots among the eligible Participants having come forward prior to the date of interruption in order to award the Prize.

Article 9: Disputes

With the exception of statutory prohibitions, the Participants agree that:

- a) any dispute, claim and right of action arising from or relating to the PRIVILEGE Game shall be settled individually on an amicable basis, without recourse any to collective action. In the absence of amicable

solution, the disputes shall be referred to the courts with jurisdiction, French law being the governing law;

- b) any claim, award or damages shall be exclusively capped at actual out-of-pocket expenses, including costs relating to the participation in this PRIVILEGE Game, excluding lawyers' costs and fees;
- c) under no circumstances whatsoever shall Participants be entitled to obtain compensation and they hereby waive all rights to damages, economic loss, punitive damages, ancillary damages and consequential damages, other than actual out-of-pocket expenses, and they waive all rights of multiplication and increase of damages.

All issues pertaining to the validity, interpretation and performance of the present rules, or to the Participants' and the Organising Company' rights or obligations in connection with the PRIVILEGE Game, are governed by and construed in accordance with French legislation, without entailing any choice whatsoever of a legal provision or rule or conflict of laws provision, the effect of which would be to render the law of another State applicable to the issue at hand.

Article 10: Intellectual property rights

The Organising Company, its parent, sister or subsidiary companies, hold all intellectual property rights pertaining to the PRIVILEGE Game. These rights belong to them, or they hold the rights use pertaining thereto. Participation in the PRIVILEGE Game does not grant the Participants any prerogative over these intellectual property rights.

In that regard, the reproduction, representation, modification, transfer, publication, adaptation, on any medium whatsoever, by any means whatsoever, or the exploitation in any manner whatsoever, of all or part of the Internet websites of the Organising Company, its parent, sister or subsidiary companies, or of the items pertaining to the PRIVILEGE Game, are expressly prohibited without the prior written authorisation of the Organising Company, its parent, sister or subsidiary companies.

Article 11: Custodian bailiff and reimbursement of participation expenses

11.1- The full text of the rules of the PRIVILEGE Game is filed in the custody of *Maître* Sandrine Manceau, a Bailiff, at 130 Rue Saint Charles – 75015 Paris.

11.2 - The rules may be perused at no cost at the Reception Area located at 3 Cours de la Garonne, 77700 Serris.

It may be also obtained at no cost on request sent by ordinary mail no later than 30 January 2017 (the postmark constituting evidence of the date of posting) to the following address: VR Services SNC, La Vallée Village, Service Marketing, 3 Cours de la Garonne, 77700 Serris. (the cost of the stamp for ordinary mail being reimbursed on attached request).

It is mandatory for the Participant in the PRIVILEGE Game to specify his or her full contact details (full name, address, postcode, city) and to attach his or her bank account details in case of request for reimbursement of postage.

Any illegible, crossed out or incomplete request or any request that is sent after the specified deadline shall be deemed to be null and void.

No postage reimbursement request shall be entertained if the conditions set out hereinabove are not fulfilled.

No reimbursement request shall be made over the telephone nor through the Internet.

Postage reimbursement requests shall be fulfilled within an average period of six (6) weeks as of receipt of the written request.

The rules are comprised of eleven articles which altogether witness the entire rules of the transaction.