Rules and Regulations of the Game

Sweepstakes
April 2017

Article 1: THE ORGANISER

The company HOTELS AT HOME, registered at RCS de Pontoise N°B 477 579 874, a simplified joined-stock company with a capital of EUR 37,000.00, headquartered at 74 rue de la Belle Etoile - 95700 Roissy CDG - France (hereafter referred to as the 'Organiser'), organises a free contest with no obligation to buy called "So Boutique Sweepstakes" (hereafter referred to as the 'Game').

The Game is organised by means of Internet and by all electronic means of communication that allow access to an Internet network.

The Game is open as of 1st April 2017 to 30th April 2017 inclusive. The game is accessible in French, English and German.

The rules and regulations of the game are presented in both French and English.

The days and hours indicated in this Regulation are relevant to the time zone of Brussels, Copengagen, Madrid, Paris (UTC+01:00). No other time zone shall be taken into consideration when participating in the game.

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Article 2: PARTICIPATION

Participation in the Game is free of charge, with no obligation to buy, and open to all natural persons over the age of 18 with the exception of employees and representatives of HOTELSAT HOME SAS, ACCOR SA and their subsidiaries, employees working for the Accor brands, whoever their employer may be, their partners, subcontractors, councils and members of their family including their spouse, and in general all companies and natural persons who are involved, directly or indirectly, in the setting up or implementation of the Game.

Participation in the Game is limited to certain geographical zones:

- Germany
- Austria
- Belgium
- Bulgaria
- Cyprus
- Denmark
- Spain
- Estonia
- Finland
- France
- Greece
- Hungary
- Ireland, Republic of(EIRE)
- Italy
- Latvia
- Lithuania
- Luxembourg
- Malta
- Monaco
- Netherlands, The
- Poland
- Portugal
- Romania
- United Kingdom, The
- Slovakia
- Slovenia
- Sweden
- Switzerland
- Czech Republic

Participating in the Game purely and simply means accepting this Regulation and all of its aspects, the Internet code of ethics, as well as the laws and regulations applicable to contests free of charge.

Not respecting the conditions of participation as stated in the rules and regulations will lead to the cancellation of your participation.

Article 3: ANNOUNCEMENT OF THE GAME

This Game is advertised on the websites pertaining to the domain names eu.soboutique.com.

Article 4: TERMS OF PARTICIPATION

In order to participate in the Game, individuals described in article 2 should have internet connection, and should follow the URL eu.soboutique.com and proceed as described below:

1. The participant clicks on the day's calendar box that allows access to the page of subscription.
2. The participant completes the subscription form.
3. The participant validates their subscription.
4. The participant is immediately notified of the result of its participation.
5. The participant may invite their friends to participate in the game.

Information indicated by the participant at the time of participating in the Game must be complete and valid on the day the results are disclosed.

Any incomplete participation which may contain untruthful information or statements, or which does not respect the terms of this Regulation, will be considered null and void, and shall lead to the exclusion of the participant who it concerns, and, in case it is deemed necessary, the cancellation of the awarded prize.

Only one subscription per day per person is allowed during the total duration of the Game.

All individuals subscribing under several pseudonyms or various email addresses during the same day shall be disqualified.

Article 5: ALLOCATIONS

The prizes to be won by random drawing are:

Grand Prize – MyBed™ & Bedding Deluxe, including one bed MyBed^{TM} Deluxe (mattress and slatted Bed Base), one featherbed, one duvet, two Deluxe Pillows with Protectors and Pillow Cases, one Bed Skirt, one Fitted Sheet, one Duvet Cover, in Queen Size 160x200cm. Prize Value is 5398 euros VAT.

First Prize – One Hotel Linen Set including one Fitted Sheet, one Duvet Cover, one Bed Skirt, two pairs of Pillow Cases, in Queen Size 160x200cm. Prize Value is 576 euros VAT.

Second Prize – One MyBed™ Duvet composed of 70% New Duck Down, 30% New Duck Feather fill, 100% Cotton cover, in 260x240cm. Prize Value is 362 euros VAT.

Third Prize – Four MyBed™ Pillows composed of 70% New Duck Down, 30% New Duck Feather fill, 100% Cotton cover, in 50x80cm. Prize Value is 456 euros VAT.

Fourth Prize – One Scented Candle – Essence de Sofitel
Top notes: lemon leaves, bergamot, cardamon, basil
Middle notes: white rose, jasmine of grasse, lily of the valley
Base notes: lentisque, white sandalwood, patchouli, french vanilla, white musk
Burn time 50 hours.
Prize Value: 48 euros VAT

The estimated sales value of the prizes indicated in the present article corresponds to the value determined on the date this Regulation were established. This value cannot be guaranteed during the entire duration of the game.
Should the value undergo modifications for reasons that are independent of and not resulting from the actions of the Organiser, the prize shall still be awarded in line with the description given in this Regulation but the Organiser shall not, under any circumstances, be held responsible for the modification of the sales value whatsoever.

Article 6: NOMINATION OF THE WINNER

The winner will be nominated by drawing lots on Tuesday, May 1st, 2017.

The winners will be informed of their allocation by electronic mail or phone number indicated by the winners; as well as of the use of any prize element contained in the prize.

In case the email address is erroneous and prohibits the prize elements that enable the use of the prize from being delivered to the winner, the said prize will be considered as definitely abandoned by the concerned winner.

The winner is obliged to validate their gains by sending a letter by post or by email (i) including the details of their address (surname, first name, address, post code, town and country), as well as (ii) a copy of a valid proof of identity (a national identity card or a passport only ; all other documentation is excluded).

Should the winner fail to claim their gains under the conditions highlighted above and in the sixty (60) days that follow their notification regarding their winning, it shall be deemed that the latter has renounced their prize.

If the winner cannot verify their identity, or if the documents they provided are illegible, this will lead to the cancellation of the winner's participation and/or the cancellation of the granted prize.

The winner shall equally commit themselves to providing all necessary information to enable the delivery of their prize.

The winner must conform to the rules and regulations. If it appears that the winner does not respond to one of the criteria of the current rules and regulations, the Organiser will not be in a position to grant them their allocation.

The allocation cannot under any circumstance be taken back or exchanged against its value in cash nor against any other allocation; neither can it be passed on to an outsider. Nevertheless, in case of force majeure, or if circumstances demand it, the Organiser reserves the possibility to substitute the allocation on offer by other allocations of the same value at any given moment.

The allocation cannot be contested, neither can it become the object of any complaint whatsoever. The winner pledges not to question the responsibility of the Organiser regarding the allocation, specifically regarding its delivery, physical condition and quality. The Organiser shall not be held responsible for any harm or damage pertaining to the acceptance and/or usage of the prize.

Similarly, the Organiser shall not be held responsible for any lateness, loss, damage or deterioration that may affect the elements that enable the use or shipping of the prize; nor for the illegibility of stamps as attested by the service provider in charge of transportation. The Organiser rejects any responsibility with regards the physical condition of the aforementioned elements at the time of delivery by post or package.

Without prejudice to pay the cost and damage fee and within their right to cancel the

subscription of the participant, the Organiser is not obliged to forward the elements that enable the use of the prize to a winner who did not enter their contact details correctly when participating, or who appears to have successfully falsified the results of the Game by whatever means, or who does not conform to this Regulation.

Article 7: MODIFICATION DATES OF THE GAME

The Organiser shall not assume any responsibility whatsoever if, in case of force majeure, or in the instance that events arise independent of their will, they were obliged to cancel, reduce, extend, or postpone the present Game, or modify its governing conditions.

Article 8: USAGE OF THE WINNERS' NAME

By the simple fact that they participate in the Game, the winners authorise the Organiser to reproduce, represent and distribute their surname and first name on the website of the Organiser, as well as in the scope of all promotional events relevant to the present Game, but with the understanding that such usagedoes not entitle the winner to any right to being reimbursed nor any advantage whatsoever beyond the allocation that they have been granted.

Article 9: VERIFICATION of the PARTICIPANTS'S IDENTITY

The participants authorise their identity and place of residence to be verified by all means necessary. Any verification shall be executed under strict adherence to article 9 of the French Code of Civil Procedure. Any notion of a falsified, fraudulent, false, untruthful, incorrect and inaccurate identity or address will lead to cancellation of the participation and/or cancellation of the granted award.

Article 10: LITIGATION, RESPONSIBILITY AND FORCE MAJEURE

The Organiser is not obliged to respond to any demands by the participants (whether written form, by email, fax or telephone) regarding the mechanism of the Game, the interpretation or the application of this Regulation, not even after the closure of the Game.

Participation in the Game implies being aware of and accepting the characteristics and limitations of the Internet, specially concerning technical performance, the response time necessary for referencing, questioning or transferring information, the risk of connection break, and, in general, the risks pertaining to any connection and transmission, the absence of certain data protection against potential embezzlement or pirating, and the risks of contamination by potential viruses that may run within the network.

The Organiser cannot be held responsible in case of incorrect usage nor any incidents relevant to the usage of the computer, the Internet access, the maintenance or the malfunctioning of the servers of the Game, the telephone line, or any other technical connection.

The Organiser points out that using the hyperlinks may lead the participant to other websites, independent from that of the Organiser, who in turn shall not assume any responsibility for the activity of the tertiary sites. Without express agreement on the part of the Organiser, no participant is authorised to create a hyperlink between the website of the Organiser and another website, except to comply with their responsibility.

The Organiser cannot be held liable in case the website(s) and/or the Game malfunctions while using a browser.

The Organiser does not guarantee that the sites and/or the Game shall function uninterrupted, or that it does not contain any computing errors whatsoever, or that the perceived errors may be corrected. In case the Game is affected by a technical malfunctioning, the Organiser reserves the right to cancel the Game if necessary. Complaints resulting from this action shall not be accepted.

The Organiser cannot be held responsible if any subscription related data does not reach a participant, whether in its totality or partially, for whatever reason that is not attributable to the Organiser (for instance: an Internet connection problem on the participant's end, a temporary failure of the Organiser's servers, etc.). The same applies in case the above mentioned data become illegible or appears impossible to treat upon receipt.

Any information as communicated by the winner, specifically their name and address, shall be considered null and void and shall not be taken into consideration if it is inaccurate. The Organiser cannot be held liable for any harm or damage (be it personal, physical, material, financial or other) arising from participation in the Game.

The Organiser shall not be penalised:

- if a participant is accidentally disconnected by their telephone operator of Internet access supplier;
- if a participant forgets to input their name and address;
- if a participant experiences a technical failure of any kind (unsatisfactory telephone line conditions, or computer parts in bad state…);
- if a technical failure on the server's end or one affecting the telephone line prohibits a participant from accessing the Game;
- in case of a blackout or a server side incident.

Consequently, the Organiser shall not be held liable under any of the circumstances listed below but not limited to this list:

- any malfunctioning of the Internet network which may prohibit the Game from functioning well or unfolding correctly;
- any failure of the receiver or that of the lines of communication;
- the loss of any data sent via Internet;
- transportation problems;
- the functioning of the software;
- consequences pertaining to any virus, bogus information technology, anomaly, technical fault;
- any damage to a participant's computer;
- any technical, material or software failure whatsoever, which may have prohibited a participant from or limited their ability to participate in the Game, or may have damaged a participant's system.

The Organiser cannot be held responsible for any damage, whether directly or indirectly linked to a power cut or connection failure, a malfunctioning of whatever kind, a temporary suspension of the end of the Game, whatever the reason may be; nor for any damage, whether directly or indirectly resulting from connecting to the website of the Organiser.

It is up to each participant to take appropriate measures in order to protect their own data and/or software stored on their computer equipment.

Connecting to the Organiser's website as well as participating in the Game is entirely the responsibility of the participants.

The Organiser cannot be held liable if, in case of force majeure, or independently of their will, the Game becomes modified, shortened or cancelled.

The Organiser reserves the right to extend the period of participation. Additional clauses, in case of force majeure, and further modifications to this Regulation may eventually intervene while the Game unfolds. These additional clauses and modifications will be considered as annexes to this Regulation.

The Organiser may prevail upon, especially on the grounds for validation, any action, event or omission of any programme, data, file, recording, operation or other elements (such as follow up reports or reports on other conditions) that are by nature or that may be classed as computer or electronic media, which have been established, received or kept directly or indirectly by the Organiser, especially within their information systems, with regards to the use of the website.

Participants agree not to contest these elements on the basis of any provision of any legal provision whatsoever, and to provide that certain documents must be written and/or signed by the parties to constitute proof. Therefore these documents constitute proof, and if they are produced by the Organiser in any process of litigation or other argument, they shall be acceptable, valid and opposable between the parties in the same manner, under the same conditions, and with the same probative force as any other written and/or signed document.

The Organiser reserves the right to exclude from participating anyone who breaches the unfolding of the Game.

The Organiser reserves the right to have recourse to all other modes enabling them to legally pursue whoever cheated, committed fraud, fiddled with or breached the operations described in this Regulation, or attempted to do so.

Any participant considered by the Organiser as having breached the Game by whatever means cited above shall be stripped of their right to obtain any prize whatsoever.

The Organiser reserves the right, especially when imperious reasons arise, to shorter, extend or cancel the Game, should circumstances command that they do so. They shall not incur any responsibility thereby. These changes may well be previously communicated by any appropriate means, via the Organiser's website in particular.

The Organiser reserves the possibility to temporarily suspend the option to participate in the Game, or the Game itself, if they or their hosting provider cannot ensure continuous service which is required to sustain the unfolding of the Game and/or to ensure the safety and security of the participants' personal data.

The Organiser may at any time stop the entire Game or part of it in case of force majeure, a fortuitous event or exceptional circumstances (fire, flooding, natural catastrophe, a malicious intrusion into the computer system, strike; a reconsideration of the financial and technical stability of the Game, in case of a network breakdown or block in the network of telecommunication, a virus against which there exists no effective protection, legal, regulatory obligations or those resulting from public order which result in the modification of the current rules and regulations, or any other event of force majeure or a fortuitous event under article 1148 of the Civil Rights Law) even if this is a consequence of their own action (executed in their good faith).

In case of force majeure the Game shall be cancelled, and the participants and the winners shall not be entitled to file any complaint demanding any compensation whatsoever.

Article 11: REIMBOURSEMENT

Participants who access the website using a modem connection and by means of a telephone line billed pro rata based either on communication time or call length may be reimbursed for their connection fee via the website eu.soboutique.com, based on a fixed daily rate of fifteen (15) minutes of a local telephone call using a landline, taxes included. Postal costs (at the rate of a second class stamp) paid by the participant for this request may be refunded by simple written request. Only one request per participant (same name, address and/or same email and/or same bank account details) shall be taken into account during the entire duration of the Game.

As observed in the current service offerings and technology, certain Internet access providers offer a free or all-inclusive connection to the internet users, it is expressly agreed that any website access free of charge or based on all-inclusive packages (such as a cable connection, ADSL or a specialised connection) is not reimbursable.

The reimbursement shall be wired and credited to the bank account of the participant.

The request for reimbursement must consist of the following elements: the participant's surname, first name, postal address and email address (all these elements must be identical to those entered in the subscription form), banking details or postal account, the date and time of their participation, their email and password, and, as soon as this is available, a photocopy of the telephone or access provider's bill with details of the date and time of the connection highlighted. This photocopy shall serve as proof of address. The name and address of the person making the request must be identical to those indicated on the telephone operator's bill.

Any reimbursement request which is incomplete or does not conform to the indications found in this Regulation shall not be taken into account.

For those participating electronically, reimbursement of connection fees shall be granted in view of the detailed telephone bill attached in the email request for reimbursement, having pointed out that those participants who did not meet the additional costs of connection or communication as a result of their participation in the Game (those engaged in an all-inclusive package, users of a cyber-cable, etc.) cannot be reimbursed.

In all cases, reimbursement is limited to one person per home (same family name, same address).

Should the above mentioned conditions be met, the Postal costs paid by the participant for the stamp which is necessary for sending the reimbursement request shall be reimbursed under the same conditions as mentioned regarding the reimbursement of the connection fee, on the condition that the participant demands this in the letter for the reimbursement request for the participation fees.

Each reimbursement request containing the information and documents as described above must be postmarked at the latest by 30 days after the closing date of the Game, and sent to the following address: Hotels At Home – National bed month - SoBoutique – 74 rue de la Belle Etoile – 95700 Roissy CDG - France.

Article 12: THE FRENCH DATA PROCESSING AND LIBERTY LAW

The computational treatment of all information collected within the framework of the Game is conforms to the French Data Processing and Liberties Law n° 78-17 of 6th January 1978, as modified by law on 6th August 2004.

In accordance with this law, all participants of the Game who can prove their identity, or their legal representatives in case they are minors, have the right to oppose (article 38), access (article 39), and rectify and withdraw (article 40) any information relevant to their person.

Personal data collected will be processed for purposes of administering the present Game. The data are intended for use by the Organiser and their service provider. At the end of the game period, your data will not be kept unless you have previously and expressly agreed to receiving Sofitel's Newsletters by ticking the appropriate box to this effect.

Should they become winners of one of the prizes described previously in article 5 of this Regulation, participants authorise the Organiser to distribute their surname, first name, town and country of residence by means of all available print media or electronic aid whereby the winners of the Game are listed. They have been made aware that they may deny this type of distribution.

Any request for access, questioning, rectification, and withdrawal or opposition must be addressed to the Organiser at the following address: Hotels At Home – National bed month - SoBoutique – 74 rue de la Belle Etoile – 95700 Roissy CDG – France.

Article 13: LEGAL DEPOSIT AND CONSULTATION OF THIS REGULATION

The rules and regulations of the Game are available on demand and will be sent by post free of charge. The request must be written in letter form and postmarked before the closing date of the Game, and sent to the following address: Hotels At Home – National bed month - SoBoutique – 74 rue de la Belle Etoile – 95700 Roissy CDG – France. The Postal costs necessary for requesting the rules and regulations shall be reimbursed on simple demand in accordance with the modalities of article 11 of this Regulation.

The complete rules and regulations are available online at eu.soboutique.com

Article 14: INTERPRETATION OF THE REGULATION

This Regulation has been drawn up both in French and English. In case the two versions are perceived as contradictory, it is the French version that prevails.

The Organiser shall resolve any question related to the application of this Regulation in accordance with the French law. Their decision will not be appealed.
Any challenging of or complaint related to this Game must be presented in written form and addresses to Hotels At Home – Advent Calendar - SoBoutique – 74 rue de la Belle Etoile – 95700 Roissy CDG – France, and cannot be taken into account beyond the period of one month following the closing of the Game.

Article 15: GOVERNING LAW AND JURISDICTION

This Regulation, including its validity, interpretation and enforcement, is subject to French law. Any dispute that cannot be settled amicably shall be brought before the competent courts in accordance with the French law.