COMPETITION RULES

**"Marcolini x Annual Pass 2019"**

**ARTICLE 1: PURPOSE**

**As part of the Disney Halloween Festival and the collaboration with Pierre Marcolini , the company Euro Disney Associates SAS, SIREN 397 471 822 RCS Meaux having its registered office located at 1 rue de la Galmy, 77700 CHESSY (hereinafter the “Organiser") , is organising a game (hereinafter the "Game")** on its official Facebook Groups (both French and English) dedicated to the holders of Annual Passports (<https://facebook.com/groups/DisneylandParisPassAnnuel/>) and (<https://facebook.com/groups/DisneylandParisAnnualPassholders/>) (hereinafter the "**Pages**") from October 11th 2019 10AM to October, 14th 2019 10AM , (hereinafter the "**Closing Date**") which is the subject of these rules.

**ARTICLE 2: REGISTRATION AND PARTICIPATION CONDITIONS**

This free and no purchase game is reserved only for adult holders of Annual Passports residing in Europe, with the exception of Italian and Belgian residents and members of the Organiser’s Company and their families and lineal descendants.

**In order to play participants must follow the steps set out below:**

1. Login to Facebook from their personal account (excluding participation by post) (hereinafter the "Profile");
2. Go to one of the two Pages
3. On the game publication, comment with a Halloween themed GIF

Any incomplete, erroneous or counterfeit profiles, or those made in contravention of these rules, will be eliminated from the Game.

Anyone who has submitted a comment will take part in the Game (hereinafter the "**Player**").

The Organiser further reserves the right to reject any Player participation where they do not comply, in their comment, with the values, in particular the family values, of the Organiser.

A Player may create only one Profile, under pain of being eliminated from the Game. The Organiser may carry out any checks required in this regard and will assess, with a final say, if the elements of the profile created seem to show that a single person has created more than one profile (e.g. by comparing each of the elements provided in the profile).

**ARTICLE 3: LINK WITH FACEBOOK**

This promotion is not managed or sponsored by Facebook. The information you provide is provided to the Organiser and not to Facebook. The information that you provide will only be used to be contacted by the Organiser if you are designated a winner. The Participants agree that Facebook neither sponsors nor manages the Game in any way and can not therefore incur liability in respect of the organisation or running of the operation.

**ARTICLE 4: WINNER SELECTION**

By the Closing Date, the Organiser will block the possibility to leave a comment on the publication. Prizes will be awarded in a random drawing conducted by the Organiser on October, 14th 2019.

Winners will receive a private message from the Organiser confirming the nature of the prize won within 3 days of the Closing Date and must send their Annual Pass number so that the Organiser can proceed to the checks it needs to carry out on the registration compliance of the potential winning Players.

**There can be only one Winner per household, with the same surname and same address.**

No Winner names will be sent by telephone, post, email or any other means of communication, except for the confirmation by private message referred to above.

**ARTICLE 5: PRIZE DESCRIPTIONS**

The 44 Winners will each receive a prize consisting of 1 “Trick or Treat” Pierre Marcolini 17 pieces Chocolate Box, 17€ not incl. VAT

## ARTICLE 6: PRIZE DELIVERY

Winners will receive the prizes at the address they have submitted in their Profile.

The Organiser may not be held liable in cases where, for reasons beyond their control, the letter/parcel and/or prizes for the Winners were lost during transport to the address provided. Neither can the Organiser be held liable for a change of address of the Winners of which the Organiser was not informed.

The Prize must be accepted as it is and can not be transferred, resold, exchanged or redeemed for another object or monetary value.

The Organiser also reserves the option to substitute a prize with a prize of equal or greater value.

**ARTICLE 7: LIMITATION OF LIABILITY**

Participation in the Game implies a knowledge and acceptance of the characteristics and limitations of the internet, particularly regarding technical performance, response times for viewing, querying or transferring information, risks of interruption and more generally the risks inherent in any connection and transmission on the internet, the lack of protection of certain data against possible misuse or pirating and the risks of contamination by viruses circulating on the network.

Consequently, the Organiser can in no circumstances be held liable, with this list not being limiting:

- for the transmission and/or reception of any data and/or information on the internet,

- for any malfunction of the internet preventing the smooth running and functioning of the Game,

- for a failure of any receiving equipment or communication lines,

- for the loss of any paper or electronic mail and, more generally, for the loss of any data,

- for the functioning of any software,

- for the consequences of any virus, bug, anomaly, technical failure,

- for any damage caused to a Player’s computer,

- for any technical, hardware or software failure of any kind whatsoever, preventing or limiting the ability to participate in the Game, or having damaged a Player’s system.

It is up to each Player to take all appropriate measures to protect their own data and/or software stored on their computer equipment from any damage. The connection of any person to the Page and the Players’ participation in the Game is done under their own complete responsibility.

**Given the characteristics and limits of the Internet, particularly regarding technical performance, the Organiser reserves the right, at its sole discretion, to change the Game at any time, to shorten it, extend it, stop it or remove it, without this giving rights to compensation or indemnity for any potential players, in any capacity whatsoever.**

**ARTICLE 8: RULES COMPLIANCE**

**The Game rules apply to all Players;** participation in this Game implies full acceptance of these rules, which will be assumed for any Player participating in the Game.

**The Organiser reserves the right to take legal action against anyone who has acted fraudulently, or attempted to do so.**

**In the case of a breach by a Player, the Organiser reserves the right to automatically remove that player from any further participation, without the latter being able to make any further claims.**

**The Organiser will not however incur any liability of any kind vis-à-vis the Players due to any fraud potentially committed.**

## ARTICLE 9: DISPUTES - OBJECTIONS

**Any controversy or claim relating to this Game will be taken into consideration within two months following the Closing Date.**

**Any practical difficulties in applying or interpreting these rules shall be settled independently by the Organiser.**

**ARTICLE 10: APPLICABLE LAW**

These rules are subject to French law.

**ARTICLE 11: FILING AND CONSULTATION OF THE RULES**

The complete rules can be viewed and printed at any time on the Page.

A written copy of the rules will be sent, free of charge, to anyone who requests them. This request must be sent by post to Euro Disney Associés SAS, Social and Relationship Content Dept. BP 100, 77777 Marne-la-Vallée Cedex 04. The postal costs to send the request will be reimbursed by a simultaneous request in writing with the rules request including bank details, based on the standard postal rate in effect at the time of the request. Only one request per household, for the same name, same address will be allowed.

The complete rules are filed with SELARL EVIDENCE, bailiffs of Chelles (77500), 15 bis Avenue Maréchal Foch.

**ARTICLE 12: REIMBURSEMENT FOR PARTICIPATION**

Any Player can obtain, by written request, a reimbursement of the expenses they have personally incurred to participate in the Game, based on a flat-rate reimbursement for the cost of local telephone communication in full hours, or €0.15 (incl. tax) per minute for 3 minutes, the average time required to participate in the Game.

The reimbursement request must be sent by post to Euro Disney Associés SAS, Social and Relationship Content Dept., BP 100, 77777 Marne-la-Vallée Cedex 04, including the supporting documents listed below, no later than 60 days after the Closing Date, with the postmark holding probative value.

Postage and copying costs related to sending the reimbursement request will also be reimbursed via a simultaneous request in writing with the participation fee reimbursement request, based on the standard postal rate in effect at the time of the request and on the basis of 8 (eight) euro cents (incl. taxes) per photocopy.

Only one participation reimbursement request per Profile will be considered.

The Player must include with their request of the following items:

- Written on plain paper, their full name, address, and the date of their participation in the Game

- Bank account details (or RIB in France)

- A photocopy of the internet invoice showing the itemised costs for which they are requesting a reimbursement.

Moreover, any reimbursement can only, by definition, take place if there was a real expense on behalf of the Player. Excluded from these terms and conditions are in particular any packages allowing unlimited Internet connection or connections made as part of a package of hours subscribed to each month by users.

The Organiser further reserves the right to carry out any checks it may deem useful, to request any supporting documentation and to undertake, where necessary, any legal action.