

ALL

“MAKE YOU HEART BEATS WITH US - PSG – OL GAME”

Terms of the competition

1 - ORGANISER

Accor S.A, (hereinafter, the 'Organiser') registered with the trade and companies registry under SIREN number 602 036 444, whose registered office is located at 82 rue Henri Farman - CS 20077 - 92445 Issy-les-Moulineaux, is organizing a free competition (no purchase necessary) on ALL Instagram global page @ALL from the September 13th, 2021 at 10.30 AM (Paris time) to the September 15th, 2021 at 10 AM (Paris time) entitled: “*MAKE YOU HEART BEATS WITH US - PSG – OL GAME*” (hereinafter, the 'Competition'), subject to the terms described below (hereinafter, the “Terms”).

This Competition is neither organized nor sponsored by any third party. It is accessible on Instagram. Under no circumstances, however, may Instagram be held liable in the event of a dispute in connection with the Competition. Instagram is neither an Organiser nor a sponsor of the Competition.

This Competition will be accessible at the following URL: <https://www.instagram.com/all/> on the Instagram mobile application, on computer and on tablet. It will be available in English.

2 - ENTRY CONDITIONS

This free Competition is open exclusively to major persons, with an Internet access, a valid email address, an Instagram account, who are sanitary pass holders and living in France, Belgium, Luxembourg, Switzerland, Monaco, Spain or United Kingdom.

The sole fact of entering this Competition implies outright acceptance, without reservation, of all the provisions of these Terms, the rules of conduct in effect on the Internet, as well as the laws and regulations applicable to competitions and drawings.

Non-compliance with the entry conditions set out in the Terms shall result in the entry being invalid. Only entries that comply with all of the provisions of these Terms will be selected to enter the Competition.


Entrants (hereinafter, the “Entrant(s)”) authorize the Organiser to verify their identity. Failure to abide by these rules, as well as any fraud or attempt at cheating in any manner whatsoever, shall result in the outright exclusion of the entrant concerned. To do so, the Organiser may use technical data (like I.P addresses), linked to the Entrant to check their validity.

Any entrant attempting to intervene in the Competition's computer system in any way whatsoever, in order to win or try to win, will be excluded from the Competition. Any false declaration made by an Entrant will lead to his/her exclusion from the Competition without the Organiser's liability being incurred.

3 - ENTRY PROCEDURES

This Competition shall take place on Instagram during the period and at the URL indicated in Article 1.

To participate, each Entrant must follow the following steps:

- log in to Instagram.com on computer or on the mobile/tablet application, using his/her account;
- go follow @ALL Instagram page;
- like the competition post;
- comment the competition post with a blue heart emoji “” and tag a person he/she wants to share the prize described in Article 4 with.

Each private individual can only enter once.

Any entry that is incomplete, fraudulent and/or does not comply with the Terms and/or contains inaccurate information will not be taken into account and will result in the entry being void.

In addition, a moderation system is set up on working days by a service provider of the Organiser to control the message of the Entrants. In the event that these messages conflict with the rights of third parties (such as trademark law, copyright, etc.), the Organiser shall be entitled to request that the messages be deleted.), are defamatory, insulting, obscene, offensive, violent or inciting to violence, political, racist or xenophobic, are contrary to good morals, are contrary to the conditions of the Competition as described in these rules, are contrary to the conditions of use of Instagram, are contrary to the ban on advertising for alcoholic beverages (law of January 10, 1991) or, more generally, to the legislation in force, they will not be taken into account and will not allow the validation of the registration of the Entrant in the Competition.

Any Entrant thus disqualified shall not be entitled to any prize. The Organiser then reserves the right to call into play the prize that may have been wrongly awarded to it.

4 - PRIZE

The Prize (hereinafter referred to as "Prize") involved is 1 (one) set of

- 2 (two) tickets for the PSG-OL game which will take place on September 19th, 2021, at Parc des Princes (value of 560€ - five hundred sixty euros– in total)
+

- 1 (one) night for 2 (two) people at the MGallery Molitor with breakfast and a treatment for 2 people at the SPA (value of 807,5€ - eight hundred seven euros and five cents – In total)
- Contribution to transport costs of 200€ per person.

The value of the Prize indicated above corresponds to the public price including tax currently charged or estimated on the drafting date of these Terms. It is given as an indication and is subject to change.

5 - DETERMINATION OF THE WINNER

A random draw will be made by Social Lab France, a service provider of the Organiser, on September 15th, 2021, at 10.01 AM (Paris time), via the following platform: <https://commentpicker.com/>, among participations complying with these Terms.

Any entries made after the aforementioned date will not be taken into consideration.

Any incomplete entries, non-compliant entries in regard with the Terms and/or misleading entries will not be taken into consideration and will lead to the Entrant being disqualified.

The winner will be contacted by the Organiser via a Direct Message on Instagram to organize the Prize before 11 AM (Paris time) on September 15th, 2021.

The Prize must not give rise to any dispute or claim of any kind. The winner agrees not to seek the Organiser's liability with regards to the Prize.

If the winner doesn't reply within 2 (two) hours after the announcement, the Prize will be given to another Entrant by using the same selection system as described above.

Social Lab France (acting in the name and on behalf of the Organiser) will ask the winner selected if he is a member of ALL loyalty programme (for information, this is not an entry condition – see Article 2), first name, last name, country of residence, email address, phone number and date of birth. The Organiser will also ask the winner the following information: first name, last name, email address, phone number and date of birth of the person with whom he will share the Prize.

The Prize must be accepted as it is announced. No change of any kind can be claimed by the winner, for any reason whatsoever.

No winner will be able to claim the equivalent cash amount of the awarded Prize or ask for an exchange for other goods or services.

The Prize is nominative, it is non-marketable and may not be allocated or transferred to one or more third parties.

It is specified that the Organiser will not provide any benefit or warranty, the Prize consists only of the award mentioned above.

In case of a force majeure event or any exceptional circumstances beyond its control, the Organiser reserves the right to replace the awarded Prize(s) by another of equivalent and/or value.

6 - IDENTIFICATION OF WINNER AND EXCLUSION OF ENTRANTS

The Organiser reserves the right to check the age, if the winners and +1 have a sanitary pass and the country of residence of the winner before awarding him his Prize.

7 – DEPOSITING OF THE RULES

Participation in the Competition implies full acceptance of the present Terms.

Failure to abide by these Terms, as well as any fraud or attempt at cheating in any manner whatsoever, shall result in the outright exclusion of the Entrant concerned, and enable the Organiser to sue him.

The use of robots or any other similar devices is prohibited. The violation of this rule will eliminate its author, for the entire duration of the Competition.

These Terms and conditions are freely available at the following link <http://bit.ly/PSGOLHeartALL> available in the bio of @ALL Instagram page until the end of the Competition.

The Organiser will not respond to any oral request concerning the rules of the Competition. Any claim must be made in writing to the Organiser at the address above mentioned in Article 1, before September 19th, 2021. After this date, no claim will be accepted.

Interpretation of Regulation

Any application questions, interpretation of the regulations, or any unforeseen questions that may arise, will sovereignly be decided and handled by the Organiser.

Cancellation/Modifications of the Terms

The Organiser reserves the right to cancel, postpone, extend, shorten or modify this Competition in whole or in part in the event of force majeure or in the event of exceptional circumstances beyond its control.

The event where not any Entrant has respected the entry procedures is considered as exceptional circumstances beyond the control of the Organiser. The Organiser cannot be held responsible of such an event to occur, as the entry procedures have been given by the present Terms.

Any modification of the Terms will be the subject of an amendment, accessible in the same conditions as the original Terms.

8 – LIABILITY LIMITATION

Internet network

It is expressly reminded that the Internet is not a secure network. The Organiser shall therefore not be held liable for contamination by possible viruses or for intrusion by a third party into the system of the Entrants' terminal.

The Organiser shall make every effort to allow access to the Competition. However, it shall not be held liable in the event of malfunction of the Internet network beyond its control.

Incorrect information

The Organiser may not be held liable if one of the Entrants provides inaccurate or incomplete contact information that would make it impossible to inform him/her of his/her winnings or to send him/her the Prize that may have been awarded.

Selection of the winner

Furthermore, no claim may be derived from the Prize draw, which is carried out impartially. The Organiser shall not be held liable on this point, neither does its service provider Social Lab France.

Use of the Prize

The Organiser declines all responsibility for any incident/accident that may occur during the enjoyment of the Prize.

9 – DATA PROTECTION

Pursuant to the French Data Protection Act of 6 January 1978 and the General Data Protection Regulation, data collected during this Competition are intended for the Organiser/its service provider Social Lab France for the sole needs of organizing the Competition, awarding the Prize to the winner, and will not be transferred to third parties.

They will be kept for the time necessary to manage the Competition, so until September 20th 2021.

For more information, Entrants can consult the Organiser Privacy Policy <https://all.accor.com/information/legal/data-protection.en.shtml>

Each Entrant has a right to object to, access, correct and delete the data concerning himself, collected during this Competition. These rights can be exercised upon request by sending an email to the following address: data.privacy@accor.com.

In the event of a complaint not resolved directly with the Organiser, Entrants may contact the CNIL (<https://www.cnil.fr/fr/plaintes>).

10 — REIMBURSEMENT

Entrants who access the site from of a modem or a telephone line charged in proportion to the communication time may obtain reimbursement of site connection fees on www.instagram.com at the basis of a fee per day for the cost of the connection of 6 (six) minutes of local call time from a landline. Costs incurred by the Entrant for this request will be reimbursed on request where the line is somehow disconnected at the very moment, they receive their prize. Only one request per Entrant (same name, same address and / or same email and / or even RIB / RIP) will be considered. Given that in the current state of service offers and technology, some-dial Internet service providers offer free or flat-rate connection to Internet users, it is expressly agreed that any access to the site is free or lump sum (such as including cable connection, ADSL connection specialized) will not give rise to any refund, to the extent that the subscription to-dial in service providers is entered by the user for his use of the Internet in general and the fact that for the Entrant to access the Website and participate in the game does not cause him any additional costs or expenses. Likewise, it is imperative to make your refund requests within 10 calendar days after obtaining receipt of the corresponding telephone bill. The relevant date is indicated on the invoice. The refund request must include the following elements: Entrant's name, first name, postal address and email address (all these elements must be identical to those entered on the registration form to the contest), a RIB or RIP (Bank Record or Postal Identity Number), date and time, email and password, and when it becomes available, a photocopy of the itemized bill from the telephone operator and / or dial supplier indicating the dates and times of connection. This photocopy will serve as proof of address. The name and address of the person requesting the reimbursement must be the same as those mentioned on the invoice of the telephone operator. Each claim containing the information and documents described above should be addressed to 82 rue Henri Farman - CS 20077 - 92445 Issy-les-Moulineaux.

12 – GOVERNING LAW AND JURISDICTION

These Terms and regulations are under French law.

Any legal dispute will be under the authority of the Court Law of Paris if no conciliation between the two parties can be found.