



Rules of the "Music Doors" game

1. ORGANISING COMPANY

ACCOR, a limited company with capital of 785 568 804 €, registered with the Nanterre Trade and Companies Register under number 602 036 444 and whose registered office is located at 82 rue Henri Farman 92130 Issy-les-Moulineaux (hereinafter the "**Organising Company**"), is organising from Tuesday, April 4, 2023 at 8am to Wednesday, April 26, 2023 at 11:59pm, a free game with purchase necessary (hereinafter the "**Game**"), entitled "Music Doors" and accessible exclusively at the following address: <https://www.musicdoorsbyall.com/> (hereafter the "**Page**").

2. SCOPE OF APPLICATION

This Game will take place exclusively on the Page from Tuesday, April 4, 2023, at 8am to Wednesday, April 26, 2023 at 11:59pm, and will be available in English, French and German.

The days and times indicated in these rules are those of the UTC time zone/GMT +01:00 (Brussels, Copenhagen, Madrid, Paris). No other time zone will be taken into account for participation in the Game.

Participation in the Game is open to any natural person who is of legal age at the start of the Game, residing in mainland France, the United Kingdom, Switzerland or Germany (hereinafter the "**Participant**"), with the exception of:

- i. Employees and representatives of the Organising Company.
- ii. Partners and subcontractors of the Organising Body.
- iii. Members of the law firm SAS DE LEGE LATA - CDJA, bailiffs, located at 39, rue de Liège, 75008, Paris (hereinafter the "**Law Firm**").
- iv. Family members of persons mentioned in i, ii, iii and v.
- v. In general, any company or natural person involved, directly or indirectly, in the organisation or implementation of the Game.

3. KNOWLEDGE AND ACCEPTANCE OF THE RULES

These rules govern the running of the Game and the selection of winners.

Each Participant acknowledges that they have read the complete rules and principles of the Game and accepts the conditions. Participation in this Game constitutes the Participant's full and complete acceptance of the terms and conditions set out in these rules in their entirety, the rules of ethics in force on the Internet, and the laws and regulations in force applicable to the Game.

Failure to comply with any of the provisions of these rules will result in the invalidity of the entry.



4. REGISTRATION PROCEDURE AND PARTICIPATION

To participate, each Participant must, between the start and end dates of the Game (based on French time, UTC/GMT +01:00):

- Connect to the Internet on the Page, date and time of connection being taken as proof.
- Choose the prize that the Participant wishes to try to win.
- Complete the Game registration form with the following information: surname, first name, title, date of birth, e-mail address and country of residence.
- Tick the box "I have read and accept the rules of Music Doors contest and the terms and conditions".
- Click on the "Validate" button.
- Choose one of the doors at random.

It is specified that the number of entries is limited to one (1) per Participant.

Only entries that comply with all of the above stipulations will be considered.

Any incomplete, erroneous or falsified information or information that does not allow the Participant to be identified or located will result in the cancellation of their participation.

5. WINNER DESIGNATION

Winners will be selected by winning moments.

Winning moments are computer programs that determine that the connection corresponding to a certain moment (date, hour, minute and exact second) is declared the winner of one of the prizes provided for in Article 6 below.

The first click after the winning moment will be considered a winner. The list of winning moments is defined randomly according to the number of prizes and the opening and closing dates of the Game.

The winning moment is open. Thus, the prize remains in play until a Participant participates and wins the prize. As long as the prize is not won, it remains in play until a Participant wins it.

6. PRIZES

The game has 8 prizes (2x4 packages) (hereinafter the "**Prizes**"). The packages are as follows:

- Package 1: Two (2) tickets in the ALL suite of the Barclays Arena in Hamburg (Germany) for a concert of your choice from the following concerts: Slipknot (June 20, 2023), Bonnie



Tyler (October 3, 2023), Luke Combs (October 6, 2023), Fall Out Boy (November 7, 2023) and one night for two (2) people on the night of the concert at the Ibis Hamburg Alster Centrum hotel including breakfast (value of the tickets: 200 € incl. VAT per unit / value of the night: 110 € incl. VAT, i.e. a total prize amount of 510 € incl. VAT);

- Package 2: Two (2) Diamond tickets for a concert at the American Express presents BST Hyde Park in London (UK) for a concert of your choice from the following concerts: P!NK (25 June 2023), Take That (1 July 2023), Blackpink (2 July 2023) and one night for two (2) people on the night of the concert at the Sofitel London St James Hotel with breakfast included (value of the tickets: €450 incl. VAT each / value of the night: €560 incl. VAT, i.e. a total amount of €1460 incl. VAT).
- Package 3: Two (2) tickets to the ALL VIP Lounge for a concert of your choice from the following events: Arctic Monkeys (May 10, 2023), M (June 3, 2023), Hans Zimmer (June 24, 2023), Ibrahim Malouf (November 29, 2023) at the Accor Arena in Paris (France) and one night for two (2) people on the night of the concert at the TRIBE Paris Batignolles hotel with breakfast included (value of the tickets: 315€ TTC per unit / value of the night: 160€ TTC, i.e. a total amount of the prize of 790€ TTC).
- Package 4: Two (2) tickets for one day of the festival to be chosen among the 16 days of the festival (2 concerts per day, artists to be confirmed) at the Montreux Jazz Festival (Switzerland) and one night for two (2) people on the night of the concert at the Fairmont Le Montreux Palace hotel with breakfast included (value of the tickets: 300€ TTC each / value of the night: 550€ TTC, i.e. a total amount of the prize of 1150€ TTC).

It is specified that the transportation for the Winner and their accompanying person (from the station or airport closest to the place of residence to the place where the Prize is awarded), will not be paid for by the Organising Company.

It is specified that the accompanying persons of the Winners must be of legal age.

The values indicated for the prizes detailed above correspond to the public price, including all taxes, currently practised or estimated at the date of drafting of these rules. They are given as an indication only and are subject to variation.

Consequently, the Organising Company shall not be obliged to offer an additional prize or financial consideration if the final value of a Prize is lower than the estimated value mentioned above.

Only one Prize will be awarded per household (same name/same address and/or same e-mail address).



The Winners undertake to:

- Be medically fit to enjoy their Prize.
- Have health/repatriation coverage for the duration of their trip to enjoy their Prize.
- Have liability insurance coverage for the entire duration of their trip in order to enjoy their Prize.
- Fulfil any other formality that may be required to enjoy the Prize.

Each Winner also undertakes to ensure that all of the above conditions are met by their accompanying person.

In any event, the Organising Company shall not be held responsible in the event that a Winner or their accompanying person cannot, for any reason whatsoever, particularly for medical or administrative reasons, enjoy their Prize.

It is also specified that the Organising Company shall not be held responsible for any incident, damage, loss and/or accident that a Winner or their accompanying person may suffer during the use of a Prize (including transport). In this respect, the Winners and accompanying persons must hold all necessary insurance policies, in particular accident/repatriation and liability insurance (covering all bodily injury and/or material damage for which they could be responsible or victim) covering the entire duration of their trip in order to enjoy their Prize.

Each Prize is personal, non-transferable, non-exchangeable and non-modifiable.

Under no circumstances may any financial consideration be demanded in substitution for a Prize, nor may it be exchanged.

However, in the event of force majeure or an event beyond its control which it cannot remedy (such as a health risk), the Organising Company reserves the right to replace all or part of the announced Prizes with other Prizes of equivalent value.

The Prizes may not be contested in any way by the Winners.

The Organising Company shall not be held responsible for the use of a Prize by the Winners. Any resale of a Prize by the Winners is strictly prohibited. The Organising Company shall not be held liable for any disputes relating to the methods of awarding a Prize.

7. WINNER NOTIFICATION

Winners will be notified of their win by email within 72 hours of entering the Game by e-mail. The said e-mail will be sent to their e-mail address. It is specified that if the electronic address is incomplete or inaccurate, this will prevent the awarding of the Prize without the Organising Company being held liable.

The Winners will have to confirm by e-mail that they accept their Prize at the latest three (3) days after having been contacted.



Any Winner who does not respond within the above-mentioned time limit will be considered to have forfeited their Prize.

The Organising Company then reserves the right to put the Prize back into play, provided that the period of the Game has not expired.

The names of the Winners will be available from the Organising Company and the Law Firm.

8. TERMS AND CONDITIONS OF DELIVERY AND USE OF THE PRIZE

After confirmation of the acceptance of the Prize, each Winner will be sent by e-mail all the information necessary to enjoy their Prize.

It is specified that the Organising Company will not provide any services or guarantees related to the use of the Prize, its only obligation consisting solely in the provision of the Prize free of charge.

9. INTELLECTUAL PROPERTY

Participation in the Game does not confer any rights on the Participants to the intellectual property of the Organising Company. Also, in accordance with the provisions of the Intellectual Property Code, the reproduction, representation or exploitation of all or part of the elements (graphic, textual, etc...) composing this Game as well as the Page are strictly prohibited. All trademarks, graphics and product names mentioned are registered trademarks, graphics or product names.

Any exploitation of the elements of the Game, whatever the method, is subject to compliance with the rules of intellectual property.

10. PARTICIPANT RESPONSIBILITY

Participants must compete fairly and in accordance with these rules. As such, Participants are prohibited from using or seeking to use any automated participation process or more generally any process that does not strictly comply with fundamental Competition principles, including individual and unit participation.

Any fraud or breach by Participants of any of the stipulations in these rules will automatically allow the Organiser to exclude the Participant permanently from the Competition, and the Organiser will be entitled to engage in legal proceedings, if necessary. Such exclusions, whatever the cause, will result in the cancellation of the Participant's participation and any winnings.

The information provided by the Participant in the context of the Game must not contain any so-called sensitive information, such as details of health or sexual orientation, racial or ethnic origins, political opinions, religious and philosophical beliefs.



Thus, the Organising Company reserves the right, at its sole discretion, to exclude from the Game any Participant who does not comply with any of the conditions of these rules.

11. CONTROL OF THE VALIDITY OF THE PARTICIPATION

The Organising Company reserves the right to carry out any useful verification enabling it to ensure that each entry complies with all the provisions of these rules. To this end, the Organising Body may in particular verify:

- The identity of the Participant.
- The age of the Participant.
- The Participant's contact details.
- Compliance with the terms of participation.

12. REIMBURSEMENT CLAIM

The Organising Company undertakes to reimburse, upon simple request, the costs incurred to participate in the Game to any Participant who so requests, i.e., the costs of connecting to the Internet in order to participate in the Game as well as the postal costs associated with the reimbursement claim.

On the other hand, the Organising Company undertakes to reimburse only those Participants who comply with the conditions for participation in the Game and the conditions set out in this article.

In the interest of simplification, the Organising Company will accept only one global request for reimbursement per household (same surname, same first name, same e-mail and postal addresses) for the entire duration of the Contest.

12.1 Internet connection costs for participation in the Game

Any Participant may obtain, upon request, reimbursement of the connection costs incurred to participate in the Game.

It is specified that Participants who have not incurred any additional connection or communication costs as a result of their participation in the Game (holders of a flat-rate subscription, cyberville users, etc.) will not be entitled to a reimbursement.

12.2 Postal charges reimbursement claim

The Organising Company undertakes to reimburse the postage paid by the Participant for the reimbursement claim and/or to obtain the rules of the Game on the basis of the regular rate on simple request.



12.3 Terms of reimbursement

Each reimbursement claim must be made in writing and sent to the following address: ACCOR SA, DIRECTION DU SPONSORING, 82 RUE HENRI FARMAN 92445 ISSY LES MOULINEAUX FRANCE.

The Participant must clearly indicate in their letter their full name, address (street and street number, postal code, city and country) and provide the following documents:

- Bank details in the name of the Participant.
- A photocopy of their identity card.
- If applicable, copy(ies) of the detailed telephone bill(s) specifying the date(s) and time(s) of participation.

Any request that is incomplete, illegible, sent to another address than the one mentioned above or received after the one month period following the end of the Contest, as evidenced by the postmark, will be considered null and void.

In the event of any extension or postponement of the Contest, the deadline for obtaining the Contest rules and reimbursements (stamps and Internet connection fees) will be postponed accordingly.

The refund will be made by bank transfer to the Participant's account.

13. EXCLUSION OF LIABILITY OF THE ORGANISING COMPANY

The Organising Company reserves the right to suspend, postpone, extend, shorten or cancel the Game without prior notice or to modify the conditions of access and/or the terms of operation, after providing information by any appropriate means. The Organising Company cannot be held responsible.

The Organising Company shall not be held responsible for Internet or electrical network disruptions, misuse of the Internet, malfunctioning of reception equipment or any other incident relating to the proper running of the Game, which could prevent an Internet user from playing before the deadline.

Participants are responsible for taking all appropriate measures to protect their own data and/or software stored on their computer equipment against any attack. The connection of any person to the Page and participation in the Game is under the sole responsibility of the Participants. Any Participant attempting to interfere with the Game's computer system in any way, to win or attempt to win, will be excluded from the Game. Furthermore, the Organising Company reserves the right to take legal action against anyone who has committed or attempted to commit fraud.

The Organising Company shall not be held liable for any prejudice of any kind:

- Following the occurrence of viruses or other computer problems beyond the control of the Organising Company or its service providers likely to cause damage or the unavailability of the site,



- In case of force majeure events (strike, bad weather, war, terrorist attack, health risk and pandemics) depriving the Winners partially or totally of the benefit of their Prize,
- Following any incident occurring to the Winners during the enjoyment of their Prize.

The Organising Company shall not be held liable in the event of rejection of any entry that does not comply with all the provisions of these rules.

14. FORCE MAJEURE

The liability of the Organising Company shall not be incurred, in general, in the event of force majeure or unforeseen circumstances beyond its control (in particular a health risk or technical problems, etc.) disrupting the organisation and management of the Game, such that the Game is shortened, extended, postponed, modified or cancelled.

For the purpose of these rules, force majeure refers to any unforeseen, insurmountable event beyond the control of a person likely to relieve them of responsibility or release them from their commitments, in accordance with Article 1218 of the Civil Code.

15. RULES FILING AND ACCESSIBILITY

The complete rules of the Game are deposited with the Law Firm, 39 rue de Liège, 75008 Paris. The same shall apply to any possible amendment to the said regulations.

These rules can be consulted and downloaded free of charge online on the Page and on the website of the Law Firm: <https://etude-dll.com/mission/huissier-jeux-concours/liste-des-reglements-des-jeux-concours/>

They can also be sent free of charge to anyone who requests it in writing before the end of the Game, together with their postal address, to the following address (hereinafter the "**Game Address**"): Accor, Music Doors Game, 82 Rue Henri Farman, 92130 Issy-les-Moulineaux.

The rules may be modified at any time by the Organising Company in the form of an amendment. This would then be sent to the bailiff for registration and the changes put online.

16. PERSONAL DATA

In order to organise the Game, to take into account the entries, to award the Prizes to the Winners, as well as, if applicable, to carry out commercial prospecting if you have consented, the Organising Company must collect and process certain data that enables you to be identified (the "**Personal Data**"). The Organising Company processes this Personal Data in accordance with its Personal Data Protection Charter, which can be accessed at the following address: https://sb-filer.s3.amazonaws.com/custom_havas_se_all_the_doors_instant/privacy_en.pdf

In any case, the information provided in the context of the Game must not contain any so-called sensitive information, such as details related to health or sexual orientation, racial or ethnic origins, political opinions, religious and philosophical beliefs.



17. APPLICABLE LAW AND LANGUAGE OF THE REGULATION

These rules are governed by and subject to the provisions of French law, without prejudice to any mandatory protective provisions that may be applicable in the Participants' country of residence.

They are written in French. In case of contradiction with any foreign language version, the provisions of the French version shall prevail.

If one or more provisions of these rules are declared null and void and/or unenforceable, the other provisions shall remain in full force and effect.

18. COMPETENT JURISDICTION

In the event of a dispute arising from the interpretation or execution of these rules, the Participant and the Organising Company shall first seek an amicable settlement. In the absence of an amicable agreement, the Participant or the Organising Company may bring the dispute before the Tourism and Travel Ombudsman.

Link to the website:

https://cloud7.eudonet.com/Specif/EUDO_03874/FormDossierLitigation/home.aspx.

Postal address: MTV Médiation Tourisme Voyage BP 80 303 - 75 823 Paris Cedex 17.

If mediation fails, any dispute shall be brought before one of the territorially competent courts under the provisions of the Code of Civil Procedure or the Consumer Code.