

**Competition rules  
of the ARC 1950 station**

**ARTICLE 1 - ORGANISATION OF THE COMPETITIONS**

**Article 1.1 - Purpose / Designation**

The ASSOCIATION SYNDICALE LIBRE- RESORT CLUB ARC 1950, a registered association, hereinafter referred to as "The Organiser", whose registered office is located at Auberge Jérôme - Arc 1950 - 73700 BOURG-SAINT-MAURICE, registered under SIREN number 448 550 046, is organising free competitions with no obligation to purchase.

These competitions defined in these rules are organised as part of the LA SAINT-VALENTIN D'ARC 1950 operation and are intended to promote the shops and restaurants in addition to the appeal of the Arc 1950 resort, particularly on social networks.

The ASSOCIATION SYNDICALE LIBRE- RESORT CLUB ARC 1950 is also referred to hereinafter as: "the Organiser", the participants in the competition are also referred to hereinafter as "the Participants", and finally the winners of the prize draw are also referred to hereinafter as "the Winners".

**Article 1.2 - Date of the competitions - Conduct**

This competition will run from 7 to 14 February 2024, with the following mechanics: a competition lasting 7 days, from Wednesday to Wednesday, with a story replay every day with a draw carried out by the Organiser on 14 February at 5pm.

**Article 1.3 - Consultation of the Regulations**

The rules of the competition may be sent free of charge to any person who requests them from the Organiser.

The rules of the competitions shall be accessible and consultable on the Organiser's website at the following address <https://www.arc1950.com/>.

**Article 1.4 - Acceptance - Interpretation of the Regulations**

The mere fact of taking part in these competitions implies pure and simple acceptance, without reservation, of the Rules by the Participant.

Any practical difficulties in interpreting or applying the Rules will be decided sovereignly and unilaterally by the Organiser.

Failure to comply with the aforementioned rules will result in exclusion from the competition and the pure and simple invalidity of participation and the award of prizes.

**Article 1.5 Unilateral modification of the rules by the Organiser**

The Organiser cannot be held responsible if, in the event of force majeure or any other cause, the competition has to be postponed, shortened or cancelled altogether.

The Organiser also reserves the right to extend or limit the participation period, to postpone it or to modify the conditions, and may not be held liable for doing so. Additions and amendments to the Rules may be published during the competition. They will be considered as annexes to these Rules.

## **ARTICLE 2 - PARTICIPANTS**

This free competition is open exclusively to natural persons who have reached the age of majority at the start of the competition, who are resident in Europe, who have an Internet connection and a valid personal email address, who have an Instagram account and who access the competition via the Instagram platform, for the duration indicated in the competition publication and in the rules.

The following are excluded from the competition

- people who do not meet the above conditions;
- as well as members of the Organiser's staff;
- and any person directly or indirectly involved in the design, production or management of the competition, as well as their spouses.

The Organiser reserves the right to ask any participant to provide proof of the above conditions. Any person who does not meet these conditions or refuses to provide proof will be excluded from the competition and, if they win, will not be entitled to their prize.

## **ARTICLE 3 - HOW TO ENTER THE COMPETITIONS**

### **Article 3.1 Application**

In order for the entry to be validated by the Organiser, the Participant must follow the Organiser's Instagram page @arc1950, in addition to the page of the retailer providing the prize in question, must like the corresponding publication, and must finally comment on the publication by identifying two people they know who also have an Instagram account.

Lastly, the Participant may, if he or she wishes, share this publication in an Instagram story, mentioning the Organiser's account @arc1950.

Registration for the prize draw will only be effective once all these stages have been completed.

The Organiser reserves the right to carry out any checks to ensure compliance with this rule.

### **Article 3.2 Methods of determining the Winners - Prize draw**

#### **a. Number of Winners**

There is a total of 1 Winner for the entire duration of the competition.

#### **b. Determination of Winners**

The Winner will be chosen by random draw from among the participants who have complied with all the above conditions. A check of the subscriptions to the Instagram page, the comment with the mention of two users, the "like", and possibly the re-share in story, will be carried out by the Organiser. All the prerequisites set out in articles 2 and 3.1 must be met.

Failure to do so will invalidate the entry.

The draw will be held on Wednesday 14 February at 5 p.m. by the Organiser at its head office at Auberge Jérôme - 73700 Bourg-Saint-Maurice via the "Wask" online prize draw platform.

The Participant acknowledges that the prize draw will take place via an online platform and accepts this prize draw process.

Once the draw has been completed and the winner announced, the publication will be modified by the Organiser to include the words "competition completed".

#### c. *Announcement of Winners*

The Winner will be announced and tagged in the caption (*wording*) of the relevant competition publication (thereby authorising the Organiser to tag them and use their pseudonym for this purpose).

The Winner will be contacted by the Organiser (@arc1950) via a private Instagram message on the day following the draw.

#### **Article 3.3 Guarantees and liability regarding the validity of applications**

The Organiser reserves the right to cancel, terminate or modify this operation if it is not carried out as agreed: failure to comply with these rules, unauthorised intervention, fraud, action by a competitor, technical problem or any other cause beyond the Organiser's control.

Any misrepresentation by a participant will result in his/her exclusion from the competition, without the Organiser being held liable.

All Participants undertake not to publish any "objectionable" content, particularly in their comments. "Reprehensible" means, in particular, anything that is derogatory, defamatory, abusive, pornographic, sexually explicit, illegal, discriminatory or constitutes an insult on grounds of racial or ethnic origin or sexual preference, and any content that could be considered harassing, abusive, threatening, harmful, vulgar, obscene or violent, which violates a private right, including the right to an image and to respect for the private life of any natural person, or an individual freedom, which is a truncated or false representation of facts, or which is hate speech, which encourages the breaking of the law by any means whatsoever, or which is in any other way inappropriate. Similarly, the Participant shall not send any content that has a political connotation and/or may be linked to a candidate in an election or to a political party.

The Organiser therefore reserves the unreserved right to moderate after the event and not to validate, exclude or remove from the competition any participant who does not comply with one of the conditions of these rules.

#### **Article 3.4 Fraud - Unfair participation**

Any participation made contrary to the provisions of these rules will render the participation invalid. Any participant suspected of fraud may be excluded from the competition by the Organiser, without having to justify this.

Any identification or participation that is incomplete, erroneous or illegible, whether intentionally or not, or made in a form other than that provided for in these rules, will be considered null and void.

The Organiser reserves the right to carry out any checks it deems necessary.

In the event of a dispute, only the data held by the Organiser will be deemed authentic. The Organiser may under no circumstances be held responsible if the information that it may have obtained as part of these procedures concerning identity, e-mail address, postal address or any other element is not accurate or up to date.

#### **ARTICLE 4: PRIZES**

##### **Article 4.1 - Designation of lots**

The winner will receive the prize indicated in the publication dedicated to the current competition.

##### **Article 4.2 - Value of lots**

The winner will receive the prize (the "*Prize*") indicated in the publication dedicated to the current competition.

The value of the prizes cannot be disputed.

The Organiser reserves the right to replace the prize won with a prize of equivalent nature and value, without prior notice. The prize may under no circumstances be exchanged for its value in cash, cheque or any other form of endowment.

All costs incurred after the competition, in particular for the maintenance and use of these prizes, are entirely at the winner's expense.

The Organiser cannot be held responsible for the use or non-use, or even trading, or loss of the prize by the winner.

The Organiser reserves the right to verify the identity or age of any winner before awarding the prize, and the Participant undertakes to cooperate in good faith and as quickly as possible to provide the Organiser with any information required for this purpose.

#### **ARTICLE 5 - TERMS AND CONDITIONS FOR AWARDING PRIZES**

Only one prize will be awarded to any one person.

The Winner will be contacted by the Organiser, on the day following the draw, by private Instagram message, in order to confirm the nature of the prize won and the procedures to follow in order to benefit from it.

The Winner will then be invited to provide his/her precise contact details, in particular his/her email address, and possibly his/her surname, first name, address, postcode, town, telephone number, in response to the Organiser's message (and therefore consents to the use of this data by the Organiser).

Any winner who does not respond within five (5) days of the Organiser sending notification of his/her prize will be deemed to have purely and simply renounced it. The Participant will then forfeit his/her right and the prize will become the property of the Organiser and may, if he/she so wishes, be awarded to a new winner.

It is reminded that if the winner's contact details are invalid, incomplete or incorrect, the Participant will lose the benefit of his/her prize.

The prize will be sent to the winner by e-mail via the e-mail address that he/she will have communicated to the Organiser.

The Organiser cannot be held responsible in the event of loss or theft of the letter or parcel by the postal services.

#### **ARTICLE 6: USE AND PROCESSING OF PARTICIPANTS' PERSONAL DATA - DATA PROTECTION ACT**

In accordance with law no. 78-17 of 6 January 1978, as amended, and the RGPD, each Participant has the right to access, rectify and delete their personal data.

Pursuant to Article 15 paragraph 1 of the RGPD, each Participant has the right to obtain, free of charge, information on the personal data concerning him/her that have been processed by the Organiser, and thus has a right to rectification (Article 16 of the RGPD), a right to erasure (Article 17 of the RGPD) and a right to limitation of processing (Article 18 of the RGPD) of his/her personal data. Each Participant also has the right to object (Article 21 of the GDPR), if the data processing is based on Article 6 paragraph 1 E or F.

If a Participant objects to data processing, this objection remains valid for the future, unless the person responsible demonstrates that there are legitimate and compelling grounds for the processing which override the interests of the data subject. Each Participant has a right to data portability if he or she has provided data that is itself processed (article 20 of the RGPD).

Participants' details are recorded, used and exclusively intended for the Organiser to record their participation in the competition, to enable prizes to be awarded and to promote the appeal and shops of the Arc 1950 resort.

Each Participant also has the right to define directives concerning the fate of his/her personal data after his/her death.

Where the processing of personal data is carried out on the basis of consent, the Participant may withdraw this consent at any time (Articles 6 and 9 of the GDPR).

Any Participant who has agreed to receive offers may object at any time to this personal data being used for canvassing purposes.

Each Participant may exercise his/her rights by writing to the Organiser's address referred to in article 1 or by sending a request by e-mail to the following address: [syndicat@arc1950.com](mailto:syndicat@arc1950.com), enclosing proof of identity. Each Participant may also ask any questions regarding the processing of their personal data by sending a letter to the same address, to the person responsible for processing, again enclosing proof of identity.

Participants are informed that when they access the Contest website, a cookie may be stored on their computer's hard drive. Participants may, however, refuse to allow this cookie to be stored, or choose to be notified of the storage of this cookie on their hard drive, by configuring their browser software.

#### **ARTICLE 7 - INTELLECTUAL PROPERTY - USE OF PARTICIPANTS' DATA**

By participating in the competition, each Participant authorises the Organiser, in addition to its member retailers, to use his/her surname, first name, Instagram pseudonym, image and town and department of residence in any publicity or promotional event on the <https://www.arc1950.com/> website and the @arc1950 INSTAGRAM account, and on any affiliated website or medium, without this use giving rise to any rights or remuneration whatsoever, other than the prize offered for this operation.

Participation in this operation implies authorisation for the image, identity, name and pseudonym of the Participants, if they are declared Winners, to be distributed to the Organiser in addition to its member merchants, to reproduce and exploit their entries, names and pseudonyms on the aforementioned media (in addition to the written press; radio; television; events; etc.) for the purposes of promoting the operation, the distribution of any image of the Participant being limited to a period of 36 months following the operation.

This use will not give rise to any consideration other than the benefit, for the Winner(s), of the prize.

It is granted free of charge by each Participant, who hereby acknowledges that the use of their image in no way constitutes an obligation for the Organiser, who will have full discretion to decide whether or not to publish it within the aforementioned period.

In addition, participants acknowledge that they will have no right of inspection over the photographs selected. Consequently, they will have no opportunity to object to their publication, in accordance with the terms of the Rules.

Participants recognise and accept the characteristics of the Instagram service, which allows and authorises in certain circumstances the distribution of content uploaded by participants, and personal information about them.

Participants also acknowledge that the conditions of use of the Instagram service may vary, without the Organiser being held liable in any way whatsoever.

## **ARTICLE 8: LIABILITY**

### **Article 8.1 - Disclaimer by the INSTAGRAM platform**

These competitions are neither organised nor sponsored by Instagram or any of the entities in the same group, nor by any other social network, nor by any GAFAM (Google, Apple, Facebook, Amazon, Microsoft, etc.).

Consequently, the digital platform Instagram or one of the entities in the same group, on which the competitions will be organised, are hereby discharged of all responsibility as well as the legality of its conduct, and specifies that the personal data collected is done so under the conditions set out in the Rules.

We hereby waive the right to seek any advice, in particular to obtain the consent of users, or to make any claims whatsoever to these organisations.

### **Article 8.2 - Organiser's liability**

The Organiser of the competitions on the Instagram social network shall not be held liable, in general, in the event of force majeure or an act of God beyond its control.

The Organiser reserves the right to extend, shorten, modify or cancel the competition at any time, particularly in the event of force majeure, without participants being able to claim any compensation. The rules, modified by amendment, will be posted, where applicable, on the Organiser's website at the following address: <https://www.arc1950.com/>.

The Organiser may not be held liable for the fraudulent use or award of a Participant's prize.

Participation in the game implies knowledge and acceptance of the characteristics and limits of the Internet, particularly with regard to technical performance, response times for consulting, querying or transferring information, the risks of interruption and, more generally, the risks inherent in all connections and transmissions on the Internet, the lack of protection of certain data against possible misappropriation and the risks of contamination by any viruses circulating on the network.

Consequently, the Organiser of the competitions on the INSTAGRAM social network may not be held liable for any direct or indirect damage resulting from an interruption, malfunction of any kind, suspension or termination of the game, for any reason whatsoever, or for any direct or indirect damage resulting in any way whatsoever from a connection to the site, including but not limited to:

- The content of the services consulted on the web, in general, any information and/or data disseminated on the services consulted on the web, INSTAGRAM or one of the entities in the same group, or any other social network or GAFAM.
- The transmission and/or reception of any data and/or information on the Internet;
- Any malfunction of the Internet network preventing the proper running/operation of the Game;
- Failure of any reception equipment or communication lines;
- The loss of any paper or electronic mail, and more generally, the loss of any data;
- How all software works;
- The consequences of any virus, computer bug, anomaly or technical failure;
- Any damage caused to a participant's computer;
- Any technical, hardware or software failure of any nature whatsoever that prevents or limits participation in the game or damages a participant's system.

It is the responsibility of all participants to take 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 site and the participation of participants in the games are under their sole responsibility.

## **ARTICLE 9: DISPUTES AND COMPLAINTS**

### **Article 9.1 - Settlement of disputes**

These rules are governed by French law.

Any disputes arising from the interpretation or execution of these rules must first be resolved and an amicable agreement sought.

In the event of any difficulty relating to the implementation of this condition, the Court with material and territorial jurisdiction may be called upon to settle the said difficulty.

### **Article 9.2 - Complaints**

Any dispute or claim relating to the competition must be made exclusively by registered letter with acknowledgement of receipt, within a maximum period of seven (7) days after the end date of the competition to the Organiser's address, referred to in Article 1. No disputes will be accepted after this deadline.

This letter must indicate the precise date of participation in the operation, the Participant's full contact details and the exact reason for the dispute.

The costs of participation (including, but not limited to, the costs of internet connection, postage, requesting the Rules, etc.) shall be borne by each Participant.

#### **ARTICLE 10: EVIDENCE AGREEMENT**

It is agreed that, except in the case of an obvious error, the Organiser may rely, in particular for the purposes of proof of any act, fact or omission, on programmes, data, files, recordings, operations and other elements (such as monitoring reports or other statements) of a computerised or electronic nature or format or medium, drawn up, received or stored directly or indirectly by the Organiser, in particular in its information systems.

Participants undertake not to contest the admissibility, validity or evidential value of the aforementioned elements of a computerised or electronic nature or format or medium, on the basis of any legal provision whatsoever which specifies that certain documents must be in writing or signed by the parties in order to constitute proof. Thus, the elements considered constitute proof and if they are produced as means of proof by the organiser in any litigation or other proceedings, they will be admissible, valid and opposable between the parties in the same way, under the same conditions and with the same probative force as any document that would be drawn up, received or kept in writing.

Operations of any kind carried out using the identifier and code allocated to a participant following registration are irrevocably presumed to have been carried out under the participant's responsibility.

*The Participant acknowledges having read these rules, accepting them unreservedly and complying with them.*

Signed in Arc 1950 on 07/02/2024,

**RESORT CLUB ARC 1950**  
Auberge d'été  
Arc 1950 Village  
73700 Bourg-St-Maurice  
Tél. +33 (0)4 79 04 1900  
Siret 448 550 000024  
Mail : resortclub@arc1950.com  
www.arc1950.com