

Terms and Conditions of the “The Great Memory Game” Competition organised by PRO-FID (Le Club AccorHotels)

ARTICLE 1. Organiser

Pro-Fid, a company with share capital of €3,500,000.00, listed in the French Trade & Companies Register of Nanterre under number 433 825 650, having its registered office at 2 rue de la Mare Neuve, 91000 Evry, France (hereafter “the organiser”), is organising a free competition called “The Great Memory Game” (hereafter “the competition”) in Metropolitan France from 10am on 11th January 2018 until 10am on 21st January 2018 inclusive. No purchase or stay at one of the organiser’s hotels is necessary to enter. The competition will be run exclusively via the internet and is reserved for members of the Le Club AccorHotels loyalty programme.

The days and times stated herein are those of the UTC +01:00 time zone (Brussels, Copenhagen, Madrid, Paris). No other time zone will be taken into consideration for participation in the competition.

ARTICLE 2. Terms and conditions for participation

This competition is open to anyone aged 18 or over (the French legal age for gaming) on the start date of the competition, and who is a member of the Le Club AccorHotels loyalty programme (hereafter “the participant”).

Any persons who have been involved in any capacity whatsoever in devising the said competition, as well as their close relatives (notably spouses, parents, brothers and sisters, children or anyone living in the family home), employees of any subcontractors the organiser may use, and notably employees of the independent adjudicator cited in article 13 herein, are automatically disqualified from entering the competition.

Participants in the competition are under no obligation to purchase and/or consume and/or stay in a hotel.

Participants in the competition purely and simply accept these terms and conditions and all their provisions herein, as well as the laws and regulations governing promotional competitions and lotteries. Only entries in the competition that comply with all the provisions herein will be accepted.

Only one entry is allowed per person per day (same name, same email address, same postal address, same Le Club AccorHotels membership number). Any participant found to be cheating (e.g. with multiple email accounts or email addresses) will be immediately disqualified. Any participant attempting to hack the competition's computer system by any means whatsoever to try and win will be immediately disqualified. Any participant

found to have made a false declaration will be immediately disqualified. The organiser declines all liability in the event of such disqualifications.

The competition is entered exclusively via the internet, in line with these terms and conditions. No entries made by telephone, fax, electronic means, post or on social media can be accepted.

ARTICLE 3. How to enter

The competition will be run solely via the internet at the following address: <http://www.game-leclubaccorhotels.com/thegreatmemorygame/en> (hereafter "the website"). No other entry method - notably postal - will be accepted.

To enter the competition, participants must:

1. Go to the website that is hosting the game at the following address: <http://www.game-leclubaccorhotels.com/thegreatmemorygame/en> and fill in the competition entry form;
2. Enter their Le Club AccorHotels membership number (non-members can join the Le Club AccorHotels programme immediately and free of charge, in which case they will receive a membership number and then be able to go on and enter the competition);
3. Accept the competition terms and conditions and complete all the required fields in the entry form: email address, first and last name, enter the Captcha code;
4. Once all the fields have been completed and the participant has clicked on "Play", the competition can be accessed. A window opens inviting the participant to take up the challenge. The participant then has a limited period of time in which to turn over the cards and find matching pairs. The time starts as soon as the player clicks on the "Play" button on the registration page;
5. When the allotted time is up, a window opens inviting the participant to see if they have won one of the daily instant wins. Participants must click on the "Play" button and then scratch off the spot to find out if they have won. In the event of a win, a pop-up window appears with the word "Won". In the event of a loss, the word "Lost" pops up;
6. Participants can log onto the website every day from 10am on 11th January 2018 to 10am on 21st January 2018 inclusive.

Entries are only valid if the entry form has been correctly completed. Participants certify that the details they have submitted in the entry form are correct. Any false, incorrect and/or incomplete declaration will result in automatic disqualification of the entry and forfeiture of all prizes.

Participants are informed that the data submitted in the entry form and collected in the

prize-winners' form is required to process entries and award prizes. Participants are consequently invited to check that this data is correct.

All winners (instant win winners and prize draw winners) will be notified using the email address they submitted on entering the competition.

ARTICLE.4 Competition mechanism

Participants entering the competition are given an allotted time in which to find matching pairs by turning over the cards that are displayed on the website.

The competition progresses as follows:

1. To enter the competition, participants are invited to log onto the website over a period of 10 consecutive days, from 10am on 11th January 2018 to 10am on 21st January 2018 inclusive. A new Memory Game will be made available on the website every day;
2. Participants can only play once a day. Logging onto the website every day to play will increase the participant's chances of being a prize draw winner, as detailed below;
3. To find matching pairs, the participant must click on the cards until (s)he turns over two identical cards, thus making a pair.

ARTICLE 5. Entry validity

The organiser reserves the right to carry out any relevant checks to ascertain that each entry complies with all the terms and conditions herein. To that end, the organiser may check, amongst other things:

- The participant's identity, postal address and/or electronic address;
- Whether the participant is a "Le Club AccorHotels" member;
- That the participant has only played once a day.

ARTICLE 6. Agreement on evidence

It is hereby agreed that the data stored in the organiser's IT systems have evidentiary weight regarding login dates and times, login details and information resulting from the processing of data concerning the competition organised by the organiser.

ARTICLE 7. Prizes and awarding prizes

Participants may only play the game once each day. Each participant can only win one

instant win prize.

1/ INSTANT WIN

An “instant win” is a precise time randomly determined by the organiser before the competition as witnessed by the independent adjudicator cited in article 13 herein. An “instant win” automatically qualifies for a prize as described in article 8.1 below.

“Instant wins” are “open”; in other words, the prize is available at a precise time and remains available to be won until such time as a player has won it. Participation in the “instant win” is triggered by clicking on the “Play” button.

When the participant has finished playing, and irrespective of whether or not the participant successfully completes the game that day, a screen automatically presents the “instant win” prize.

One hundred and twenty (120) people can win an instant win prize each day, chosen by the “instant win” mechanism, making a total of one thousand two hundred (1200) winners over the course of the whole competition.

2/ Final prize draw

Everyone who enters the competition between 11th January 2018 and 21st January 2018 inclusive is automatically entered into the final prize draw. Each participant has one chance of winning the final prize draw, but can be awarded an additional chance of winning:

- By coming back to play again on every single day of the 10-day operation;
- By sharing the competition details on Facebook or Twitter;
- By recommending the competition to at least one friend via email.

The final prize draw will take place before 8pm on 24th January 2018 by the independent adjudicator cited in article 13 herein, picking out five (5) winners from all the participants as well as five (5) runners-up in case the winners are not eligible to receive their points.

The five (5) winners will be notified via email within 48 hours of the prize draw taking place using the email address they provided in the entry form.

ARTICLE 8. Prizes

8.1 INSTANT WIN PRIZES:

120 prizes of 1,000 Le Club AccorHotels Rewards points are available to win each day, making an overall total of 1,200 prizes over the course of the whole competition.

8.2 PRIZE DRAW PRIZES:

Five prizes of 100,000 Le Club AccorHotels Rewards points are available to win.

Over the course of the whole competition, a given participant can win only one of the five final prize draw prizes and only one of the instant win prizes, meaning a maximum of 101,000 points in total.

Each prize is registered, non-transferable, non-exchangeable and non-modifiable. On no account can any financial consideration be demanded in lieu of the prize. If the circumstances so warrant, the organiser reserves the right to replace a prize with another prize of the same value.

The organiser assumes no liability for the use winners choose to make of their prize.

ARTICLE 9. Award

The organiser will directly credit the Le Club AccorHotels points to each winner's Le Club AccorHotels account, the details of which were submitted by the latter in the entry form.

Prizes will be sent to the winners once their eligibility for the prize has been checked, within 30 days of the win, whether the prize was won as an instant win or in the prize draw.

The organiser will notify instant win winners of their prizes via email, and prize draw winners will be notified of their win by email and via a message on the website. These emails will be sent to the address submitted by the winner in the competition entry form, subject to it being valid. The organiser cannot be held liable in the event of incomplete or inaccurate contact details preventing the prize from being awarded.

ARTICLE 10. Announcement of winners

In respect of their winnings in the competition, winners hereby authorise the organiser to use, publish, broadcast and disclose their full names free of charge using any internal or external medium, during any communication campaign relating to the competition, without territorial limitation and without such publication entitling them to any compensation or payment whatsoever.

This authorisation is valid for one year from the date of acceptance of these terms and conditions by the participant.

ARTICLE 11. Informatique et Libertés Law (French Data Protection Act)

Participants' personal data is processed in compliance with French law no. 78-17 dated 6 January 1978, known as Informatique et Libertés. The personal data provided by participants is only used for the purpose of managing their participation in the competition

and is reserved for the organiser. It may be passed on to service providers and subcontractors working on the organiser's behalf in connection with this competition.

The data will be retained only for the duration of the competition, only for the requirements of the competition, and will not be used for commercial canvassing purposes. It will not be sold or transferred to any third parties in any manner whatsoever.

As required by the French data protection law (Informatique et Libertés), participants can access, consult, amend, delete and oppose their data by simply sending an email to the organiser at data.privacy@accor.com.

The organiser undertakes to take all necessary precautions to safeguard participants' data and more particularly to prevent that data from being disclosed to unauthorised third parties.

ARTICLE 12. The organiser's exclusion of liability

Participants are deemed to know and accept the characteristics and limits of the internet, more particularly with regard to technical performance, the response time for consulting, examining or transferring information, the risks of interruption, risks concerning login, the lack of protection of certain data against possible misappropriation, and the risks of contamination by potential viruses circulating on the internet. The organiser cannot be held liable for any problems that may affect the internet or for any configuration issues or issues connected with a given browser.

It is up to the participant to take all appropriate measures to protect their own data and/or software on their hardware against any breach. Participants logging onto the website or the dedicated Application area to participate in the competition do so under their sole responsibility.

The organiser can offer no guarantee that the aforementioned website will work without interruption, nor that it is free of any computer errors, nor that any defects observed will be corrected. Likewise, the organiser cannot accept liability for any material or consequential damage caused to participants, their hardware or the data stored on it, or for any direct or indirect consequences thereof, notably on their personal, occupational or commercial activities.

If, for any reason whatsoever, the competition is unable to progress as planned, for example, due to a computer virus, a bug, an intervention, an unauthorised external intrusion into the computer system, an act of fraud, a technical fault or for any other reason beyond the organiser's control, and should this compromise or adversely affect the administration, security, fairness and smooth running of the competition, the organiser reserves the discretionary right to cancel, modify, suspend or end the competition forthwith, without the participants being able to hold it liable as a result.

The use of robots or any other similar processes to attempt to win the competition in any manner whatsoever is prohibited; anyone breaching this rule will be disqualified from all sessions of the competition.

The organiser accepts no liability in the event of:

- an accident relating to the use of the prizes,
- a malicious intervention,
- telephone or internet connection issues or postal problems,
- problems accessing the competition server,
- destruction of data provided by the participant,
- software or hardware faults,
- human error or electrical faults,
- disruptions affecting the smooth running of the competition.

The organiser cannot be held liable for damage of any kind which results from acts of God or for any other event identified by the organiser as making it impossible to run the competition as originally intended.

In the event of acts of God, unforeseeable circumstances or any other event that is out of the organiser's control, the organiser reserves the right to cancel, shorten, extend, suspend or alter the entry conditions and the way in which the competition is run without incurring any liability.

The organiser incurs no liability in the event of an incident or accident occurring during use and/or enjoyment of the winner's prize.

The organiser accepts no liability for any incidents or accidents that may occur when the winners are enjoying their prize or that may affect the prize.

Additions or amendments may be published during the competition. These will be considered to be annexes to the present terms and conditions and will be deemed an integral part hereof.

ARTICLE 13. Availability and filing of the terms and conditions

Entering the competition implies full and unreserved acceptance of these full terms and conditions and of the ethical codes, laws and regulations that apply to promotional competitions and lotteries. A full copy of the terms and conditions can be obtained free of charge throughout the duration of the competition by simply writing to: CASSIOP Le Link - Bureau 11, 75 bis Boulevard d'Armentières, 59100 Roubaix, France.

A full copy of these competition terms and conditions has been filed with the following independent adjudicator: SAS SERCAN ADAM GOUGUET, 44-50, boulevard George V - CS

91199 - 33001 BORDEAUX Cedex, France.

The organiser reserves the right to modify the provisions of these terms and conditions, in particular the terms and conditions governing the competition and the winnings, essentially to comply with any changes in statutory, regulatory or administrative provisions and court rulings. Each modification will be the subject of an amendment to the present terms and conditions and will be filed with the aforementioned independent adjudicator along with the present terms and conditions. Such amendments will be communicated along with the terms and conditions to any person requesting a copy of the said terms and conditions. No reply will be given to any written or telephone request for information regarding the interpretation or application of these terms and conditions, the competition mechanisms or methods, or the designation of winners.

If there is a difference between the version of the terms and conditions filed with the independent adjudicator and the version available online, the version filed with the independent adjudicator takes precedence.

Any disputes arising from the application or interpretation of these terms and conditions will be settled by the organiser.

ARTICLE 14. Request for refund

The organiser undertakes to refund on request any participant for the costs incurred in entering the competition, namely the cost of the internet connection for participating in the competition and the postal charges incurred in requesting the refund or in sending the terms and conditions.

However, the organiser undertakes to refund only those participants who meet the conditions of participation in the competition and the conditions set out in this article.

For reasons of simplification, the organiser can only accept one request for refund per household (same last name, same first name, same email and postal addresses) for the duration of the competition.

14.1 The cost of the internet connection relating to participation in the competition

Any participant can, on request, be refunded for the connection cost incurred to participate in the competition.

Please note that participants who have not incurred any additional connection or communication cost to participate in the competition (persons having an all-inclusive internet subscription, users of “cybercâble”, etc.) cannot be refunded.

14.2 Postal cost concerning the request for refund or transmittal of the terms and conditions

On request, the organiser undertakes to refund the stamp used by the participant to request the refund and/or the terms and conditions of the competition on the basis of second-class postage rates.

14.3 How to apply for a refund

Requests for refund must be sent in writing to the following address:

Société Pro-Fid
“The Great Memory Game” Competition
2 rue de la Mare Neuve, 91000 EVRY, France

Participants must clearly state in their letter their full name and address (street and street number, postcode, town/city and country) and enclose the following documents:

- bank details in the name of the participant;
- a photocopy of their ID card;
- where applicable, copy(ies) of the itemized telephone bill(s), along with the date(s) and time(s) of their participation.

Any incomplete or illegible request or one not sent to the aforementioned address or received more than one month after the end of the competition (as attested by date on postmark) will be considered voided.

If the competition is extended or possibly postponed, the closing date for obtaining the terms and conditions of the competition and the refunds (postage and internet connection cost) will be put back accordingly.

Refunds will be made by bank transfer to the participant's account.

ARTICLE 15. Organiser’s intellectual property rights

In accordance with the laws governing literary and artistic property rights, the reproduction or representation of all or part of the elements used for the competition and website is strictly prohibited. All quoted trademarks are trademarks registered by their respective owners.

All trademarks, logos and other distinctive signs reproduced in different communication material devoted to the competition are or may be the exclusive property of their holders and are or may be protected.

Any unauthorised reproduction of the said trademarks, logos and distinctive signs is or may be an infringement liable inter alia for criminal penalties.

Any use of the elements of the competition by whatever method must comply with the Intellectual Property Code.

All software used on the website and on websites accessed via the site, as well as all texts,

comments, illustrations or images reproduced on the website and on websites accessed via the site are subject to copyright, and their unauthorised reproduction constitutes a punishable infringement.

ARTICLE 16. Complaints and competent court

This competition is governed by French law.

For any complaints concerning the competition to be admissible, they must be sent in writing, mentioning the complainant's full name and contact details, to the following address: Le Club AccorHotels - opération TGMG, 82 rue Henri Farman, 92130 Issy-les-Moulineaux, France; no later than 20 (twenty) days after the competition entry deadline. The organiser will settle any queries related to the application of these terms and conditions as well as any other queries that may arise and that are not covered by these terms and conditions.

In the event of a dispute concerning the interpretation or implementation of these terms and conditions, the participant and the organiser must first seek to settle the matter amicably out of court. The participant may opt to use a conventional arbitration procedure or any other alternative dispute resolution method.

Barring out-of-court settlement, the dispute will be referred to one of the territorially competent courts pursuant to the provisions of the French Code of Civil Enforcement Procedures or the French Code of Consumer Law.