

# RULES OF THE POPLIDAYS HALLOWEEN CONTEST

## ARTICLE 1 / ORGANIZER :

he company Popliday, a simplified joint-stock company with a capital of EUR877,765.70, headquartered at 1 rue Putillenea 64122 Urrugne, registered under RCS BAYONNE number 528 366 016, and listed as a travel operator under number IMO64110003 (hereinafter referred to as "the Organizer"), is organizing a free contest from October 17, 2024, to October 31, 2024 (hereinafter referred to as "the contest").

The contest has been communicated via newsletter, social networks, and on the website Popliday.com through a dedicated page and an announcement banner.

## ARTICLE 2 / PARTICIPATION CONDITIONS :

This free contest without purchase obligation is exclusively open to adults residing in mainland France (including Corsica) as of the start date of the contest.

Excluded from the contest are individuals who do not meet the above conditions, as well as employees of "the Organizer," anyone who has directly or indirectly participated in the conception, creation, or management of the contest, and their spouses and family members: direct ascendants and descendants or other relatives living or not living with them.

The Organizer reserves the right to ask any participant to justify the above conditions. Anyone who does not meet these conditions or refuses to provide proof will be excluded from the contest and will not be able to claim any prize in case of a win. Only one participation per person (same name, same address) is allowed.

The Organizer reserves the right to verify compliance with this rule. Participation in the contest implies full acceptance of these rules.

## ARTICLE 3 / PARTICIPATION METHODS

Participants must go to the following URL:

- Halloween Contest (<https://tally.so/r/3EJy9L>)

To participate, they must:

- Click on the questionnaire link
- Fully complete the contest form.
- To increase their chances, participants can like Popliday's official social networks (Instagram and Facebook pages). They can also increase their chances of winning by tagging 2 friends in Facebook and Instagram posts and sharing posts.
- The draw will take place on October 31, 2024.

Any participation contrary to the provisions of these rules will render the participation invalid. Any participant suspected of fraud may be excluded from the contest by the Organizer without any justification. Any incomplete, incorrect, or illegible identification or participation, whether voluntary or not, or carried out in a different form than provided in these rules, will be considered void. The same applies to multiple participations

## ARTICLE 4 / PRIZES

The prizes offered are as follows:

- A weekend stay valued at a maximum of EUR 500, including only accommodation on the Popliday's.com website.
- Vouchers of EUR25 for any vacation rental booking on the Popliday's.com website (see conditions for promo codes at the time of award).

The value of the prizes is determined at the time of writing these rules and cannot be contested regarding their evaluation.

Any expenses incurred after the contest, particularly for the maintenance and use of these prizes, are entirely the responsibility of the winner.

## ARTICLE 5 / WINNER SELECTION

The draw will take place on October 31, 2024, at 11:00 AM.

Conditions for participation in the draw:

- Winners will be informed of their win by email.
- If the Winner does not respond within 48 hours of the Organizer's email, they will be considered to have forfeited their prize.
- In case a prize cannot be awarded for any reason, the unawarded prize will be distributed to the reserve winner.
- Any prize not awarded to the reserve winner will remain the property of the Organizer.
- No substitute prize can be awarded in place of the won prize.

## ARTICLE 6 / WINNER ANNOUNCEMENT

Winners will be notified via the email address provided when registering for the contest.

## ARTICLE 7 / PRIZE DELIVERY

Prizes will be distributed digitally. The prize will be available to the participant for 15 days. After this period, they will no longer be able to claim it. Winners agree to accept the prizes as offered without the possibility of exchange, particularly for cash, other goods or services of any kind, or transfer of benefits to a third party. Similarly, these prizes cannot be the subject of compensation requests. The Organizer reserves the right, in the event of an event beyond its control, particularly related to its suppliers or unforeseeable circumstances, to replace the announced prizes with prizes of equivalent value. The winner will be informed of any changes.

## ARTICLE 8 / USE OF PARTICIPANTS' PERSONAL DATA

Participants' information is recorded and used by the Organizer to keep track of their participation in the contest and allow the allocation of prizes. Participants may, for legitimate reasons, object to their personal data being processed. They also have the right to oppose the use of their data for commercial purposes, outside of the contest, by notifying the Organizer at the address mentioned in Article 1. Winners authorize the Organizer to use their details (name, surname) for advertising or public relations purposes on any medium without any remuneration, right, or advantage other than the prize.

## ARTICLE 9 / REGLEMENT DU JEU

The rules can be viewed on the following website: - Halloween Contest - Win your weekend! - Popliday.com (<https://www.popliday.com/en/contest-halloween/>) They can also be sent for free upon request to the Organizer. The Organizer reserves the right to extend, shorten, modify, or cancel the contest at any time, particularly in cases of force majeure, without any compensation claims by participants.

## ARTICLE 10 / INTELLECTUAL PROPERTY

The reproduction, representation, or exploitation of all or part of the elements composing the contest, including these rules, is strictly prohibited. All trademarks, logos, texts, images, videos, and other distinctive signs reproduced on the site and on the sites accessible via hyperlinks, are the exclusive property of their owners and are protected as such by the provisions of the Intellectual Property Code worldwide. Unauthorized reproduction constitutes counterfeiting subject to penal sanctions. Participation in this contest implies full acceptance of these rules by participants.

## ARTICLE 11 / LIABILITY

"The responsibility of 'The Organizer' cannot be engaged in cases of force majeure or unforeseeable circumstances beyond its control. 'The Organizer' cannot be held responsible for delays, losses, theft, or damage to mail, or for illegible postmarks due to postal services. It shall also not be held responsible, and no recourse may be taken against it, in the event of incidents of force majeure (strikes, bad weather, etc.) that partially or entirely prevent participants from taking part in the game and/or winners from receiving their prizes.

'The Organizer' and its service providers and partners cannot be held liable for any incidents that may occur during the use of the prizes by the beneficiaries or their guests once the winners have taken possession of them. Similarly, 'The Organizer' and its service providers and partners cannot be held responsible for the loss or theft of the prizes by the beneficiaries once the winners have taken possession of them. Any additional costs necessary to claim the prizes are entirely the responsibility of the winners, without them being able to request any compensation from 'The Organizer' or the service provider or partner companies.

This contest is not managed or sponsored by Facebook and Instagram, and 'The Organizer' releases them from all liability."

## ARTICLE 12 / DISPUTE AND CLAIMS

These rules are governed by French law. The Organizer reserves the right to settle any issues that may arise regarding the interpretation or application of these rules, it being understood that no dispute will be accepted, particularly regarding the game methods, results, prizes, or their receipt, one month after the end of the contest. Any claim must be addressed within one month following the contest's end date. After this period, no claims will be accepted..

## ARTICLE 13 / PROOF AGREEMENT

By express agreement between the participant and 'The Organizer,' the computer systems and files of 'The Organizer' shall be the only authoritative sources.

The computerized records, stored in 'The Organizer's' computer systems under reasonable conditions of security and reliability, are considered proof of the relations and communications that occurred between 'The Organizer' and the participant.

It is therefore agreed that, except in the case of manifest error, 'The Organizer' may rely,

particularly for evidentiary purposes, on any act, fact, or omission, on programs, data, files, records, operations, and other elements (such as tracking reports or other statements) of a computer or electronic nature or format, established, received, or stored directly or indirectly by 'The Organizer,' particularly in its computer systems.

These elements thus constitute evidence, and if they are presented as evidence by 'The Organizer' in any legal or other proceedings, they shall be admissible, valid, and enforceable between the parties in the same manner, under the same conditions, and with the same probative value as any document that would be established, received, or stored in writing.

All operations of any kind carried out using the identifier and code assigned to a participant following registration are irrefutably presumed to have been carried out under the responsibility of the participant.