

Game's rules and regulations

Welcome to Reunion Island.com

Section 1. ORGANISATION

The Regional Tourism Board – Reunion Island

Association under the French Law of 1901. Registered under number SIRET 501.932.115.00014. Head Office is situated at **4, rue Jules Thirel Immeuble La Balance Bat. B 97460 Saint-Paul**

Organised from **August 22th 2013 to April 30th 2014.**

Through **Sarl Adplay**, for the value of 7500 Euros (Seven thousand Five Hundred Euros only), registered at the RCS of Saint Denis (Reunion Island) under number 451.294.201, whose Head Office is situated at **152 Bois du Nefles Street – 97490 Sainte Clotilde.**

ONLINE ONLY

The game is free of charge and without any purchase voucher: "**Welcome to Reunion Island.com**".

The game is available at the following internet address:

<http://www.welcometoreunionisland.com>

Any brand, logo or any other distinctive signs reproduced on the website or other websites that give access to it through hyperlinks, are owned by the person entitled and are protected as such by the provisions of the law on intellectual property.

Any unauthorized reproduction of the brand, the logos and the signs constitute a counterfeiting punishable by law.

All software used on the site and those to whom it provides access, and the texts, comments, illustrations and images reproduced on the site and those to whom it provides access are subject to copyright and unauthorized reproduction constitutes a counterfeiting punishable by law.

This regulation sets out legal rules and regulations for this game.

Section 2. PARTICIPATION

This free game, and without any purchase voucher is open to all residents in South Africa, excluding employees of the promoter and their families, including their partners, and generally the companies involved in the implementation of this game directly or indirectly.

Participants under the age of 18 must obtain permission from a parent or guardian in order to participate in the game and must accept these rules. The organiser may ask any participating minor to produce the authorization and, if necessary, disqualify a participant who cannot justify this authorization.

The simple fact of participating in the competition implies the unconditional acceptance of these rules and regulations by the participant.

Section 3. TERMS OF PARTICIPATION

To participate, candidates should connect on the following website:

<http://www.welcometoreunionisland.com>

They will have to accept the Facebook's application by clicking on « I participate ». The information associated with their account (name, date of birth, region and e-mail) will be recorded in the database.

A DRAW will be conducted **for each zone on the 5th May 2014** by The **Regional Tourism Board – Reunion Island** (Association Law 1901) to designate **The WINNER BY AREA** among all participants of the online game.

The date and time of the draw would be shifted notably.

Participation in the game of the organizing company is exclusively electronic and on the website, and is individual by nature.

Each participant must play in person and is therefore forbidden to use, directly or indirectly, any mode of interrogation or request automated by the site.

The participant hereby certifies that the data recorded during registration is accurate. Any false statement or misrepresentation and/or incomplete automatically cancels his/her participation and access to prizes.

Once registered, the player will be able to change some of his/her personal information.

The participants are informed that the data provided during the enrolment is necessary in order for them to participate and for the awarding of prizes.

Players are therefore encouraged to ensure that the information is valid and updated.

In any event, and in order to participate effectively in the game, the participant must strictly comply with registration requirements as defined as appropriate, online services of the organizing company and those of its partners, and other guidelines which may be communicated by other means.

The winners authorize the **Regional Tourism Board of Reunion Island** to publish their names on the website **as part of the promotion of the game.**

The names of the winners will be posted on the website at the end of the game.

The organizer will contact the winners to take all the necessary steps in order to collect their prize.

Any prize that would be returned to the organizer of the game by mail or by the provider in charge of transport, for any reason whatsoever (example: no longer lives at the address) will be considered abandoned by the winner.

Any unclaimed prize within **three months** of the date of each draw will be considered abandoned by the winner (s).

The participant authorizes the organizer to use **as part of the game**, his/her name, first name, photo, and an indication of his/her city and his/her country of residence in any promotional demonstration, online services of the organizer and/or those of its partners and any online service or affiliate support, without this use allowing access and reward other than the prize won.

Section 4. THE PRIZES

Ø1st prize and 2nd prize: a trip to Reunion Island for 2 person.

1st prize: the winner of the first price wins a stay for 2 people in Reunion Island for a total value of **4'700 euros (Four thousand and seven hundred Euros), all tax included.**

The package includes 2 (two) round-trips South-Africa (Johannesburg) - Reunion on Air Austral for a total value of 1'200 Euros (One thousand two hundred Euros), all tax included and accommodation during the low season from 7th August to the 15 December 2013, at the 5 Star hotel Le LUX, for 5 nights for two and for a value of **3'500 Euros (Three thousand five hundred Euros), all tax included.**

2nd prize: the winner of the second price wins a stay for 2 people in Reunion Island for a total value of **2000 Euros (Two thousand Euros), all tax included.**

The package includes two round-trips South-Africa (Johannesburg) - Reunion on Air Austral for a total value of 1'200 Euros (One thousand two hundred Euros), all tax included, and accommodation in low season from 7th August to 30th September

2013, at the 3 star hotel, Le Nautile, for 5 nights and for a value of **800 Euros (Eight hundred Euros), all tax included.**

The endowment provided is strictly personal and cannot be transferred to another person.

In the event where the winner would not or could not, for any reason whatsoever, benefit from all or part of the endowment earned, under the conditions described in these rules and regulations, he/she will lose the full benefit of such endowment and will not be entitled to any compensation or consideration. The endowment will not be rolled over and the organizer may dispose of it freely.

Endowments, of any kind and not claimed as part of this operation, will not be rolled over. The winners who have not claimed their endowments on time will be considered as having permanently renounced to it.

The winners of the game allow any verification of their identity and their places of residence. Any incorrect indication of identity or wrong address will result in the elimination of the winner. Similarly, the organizer reserves the right to sue by any legal means available, any attempt by a participant to misuse these rules and regulations, particularly in the case of incorrect information.

All further details and all practical information relating to the award of the prize will be given in due course to the winners.

The prizes offered may not give rise, from the winners, to any dispute of any kind or against surrender of their value in any form whatsoever, or replacement or exchange for any reason whatsoever.

In case of "force majeure", or if unforeseen circumstances require, the **Regional Tourism Board of Reunion Island** reserves the right to substitute prizes won by gift vouchers of equal or greater value.

Without prejudice to any legal action and its right to cancel the registration of the participant, the organizer is not obliged to deliver any prize or gain to the participant if the beneficiary has not entered the correct contact information at registration, if clearly and by any means, has managed to distort the outcome of a game or has not been complying with these rules and regulations.

The organizer shall not be held liable for any delay in shipment of winnings and prizes when the delay cannot be blamed on the organizer, but is the fact of the service provider company contracted for this expedition.

It does not incur any contractual or legal responsibility for operations on the transport of prizes and attributed gains.

Similarly, the organizer shall not be held responsible if the prize or gain is damaged due to negligence or safety of transport used. It is not responsible for the quality and/or the state of the prize upon delivery.

Section 5. ONE PRICE PER HOME

Each participant can participate only once throughout the game for the period specified in Section 1 (same name, same address, even @ mail).

Each person wishing to play must comply with the instructions given to him/her on the website:

<http://www.welcometoreunionisland.com>

The information left on the server by the person who wants to play will be forwarded to the organizing company, which will conduct the winning draws.

Any participant, who would have created several e-mails with the same address and same name, will be disqualified and will not be able to claim the prize that would have been awarded.

Entries (e-mail + postal address incomplete), counterfeit, or so contrary to these rules and regulations, will result in disqualification of the participant implicated.

All entries with disposable email addresses are strictly prohibited.

The organizer shall not be held responsible in the case of misdirected e-mail.

There will be one prize per household, the household is determined by all the people living in the same house.

The organizer reserves the right to carry out any verification for the purpose of this section.

Section 6. DESIGNATION OF WINNERS

Winners will be notified directly by the organizer of the game **by phone or by mail or email** of the prize won.

It is recalled that a participant is identified by the contact information he/she has himself/herself indicated during the registration process. In case of disputes, only the listings of participants in possession of the organizing company are considered authentic.

Section 7. COLLECTION OF INFORMATION – COMPUTER LAW AND FREEDOM

The information provided by participants can be used for computer processing. Participants authorize the organizer of the game to broadcast the name, first name, place of residence of winners, for computer system use only, having first obtained the consent of the winner in relation to the provisions of this article, and this in accordance with the existing legislation.

In any case, it is recalled that, under the Act, participants benefit from the game organizer's right to access and correct their data.

Participants may request to be omitted or be removed from the data set at any time. They will have the right to access, rectify and remove data about themselves on request addressed to the game organisers in accordance with the Data Protection Act of January 6th, 1978, as amended by Act No. 2004-801 of 6th August 2004 on the protection of individuals with regard to the processing of personal data and Decree No. 2005-1309 of 20th October 2005.

Therefore, according to Act No. 78-17 of 6th January 1978 relating to data, data set and freedom, you have the right to oppose (art. 26 of the Act), access (art. 34 to 38 of the Act) to rectify and delete (s.36 of the Act) your data.

As a consequence, participants can request in writing from the organizer of the game that personal information that is inaccurate, incomplete, equivalent, ambiguous or outdated be corrected, completed, updated or deleted

Section 8. REFUNDS

This game is free and no purchase is necessary. Reimbursement of connection costs will be done within two minutes of talk time and costs of a local call. This rate is defined by France Telecom.

Only people using an account debited in connection time will be refunded.

The request must be made in writing to the following address: Regional Tourism Board Reunion Island – Place du 20 Décembre 1848 – B.P. 615 - 97472 Saint Denis Cedex.

Reimbursement will be awarded if the participants clearly indicate their name, first name, complete address, the game concerned, and a photocopy of their detailed telephone bill, indicating the date and time of participation and the amount of communication spent.

- Participants who do not pay expenses related to the volume of calls (a flat-rate subscription, cable or ADSL users...) cannot be eligible for refund.

- Participation in the game does not, in this case, affect invoicing.

No request for refund of the connection will be considered if the above mentioned conditions are not met, and no request may be placed over the phone.

Refund requests for the connection will be done within 4 weeks of receipt of the written request.

This reimbursement is limited to one per household (same name, same address).

Postage incurred in sending the claim will be reimbursed in kind as a stamp of the Post Office Tariff in force (0.53€).

The request must be made in writing to the following address : Regional Tourism Board Reunion Island – Place du 20 Décembre 1848 – B.P. 615 - 97472 Saint Denis Cedex, not omitting to specify its full details (name, surname, address, zip code, city).

No refund of stamp can be honoured if the above mentioned conditions are not met, and no request may be made over the phone.

Refund requests for stamp will be honoured within 4 weeks of receipt of the written request.

Reimbursement of postage costs incurred in sending the claim is limited to one per household (same name, same address).

Section 9. LIABILITY /FORCE MAJEURE/ EXTENSION / SCHEDULES

Participation to this game over the Internet implies knowledge and acceptance of the features and limitations of the technologies used by the Internet and technologies associated with them, particularly with regard to technical performance, response time for consulting, querying or transferring information, risks of interruption and more generally the risks inherent to any connection and transmission, the lack of protection of certain data against possible misappropriation and the risks of contamination by viruses circulating on the network.

It is expressly stated that the Internet is not a secure network.

The organizer points out that the use of hyperlinks can lead the participant to other websites, independent of the organizing company. In this case, the organizer shall not be responsible for the activities of third party sites.

Unless specific prior approval, no participant is allowed to create a hyperlink between the site and another site, except liability.

The organizer cannot be held responsible for the malfunction of the site (s) and/or of the game for a specific browser.

The organizer cannot guarantee that the sites and/or the game operate without interruption or that it does not contain any computer errors, neither that the defects will be corrected. In case of technical malfunctions of the game, the organizer reserves the right, if any, to invalidate and/or cancel the game session in which said failure has occurred. No claims will be accepted as such.

The organizer shall not be held liable if the data relating to registration of a participant does not reach it for some reason for which it cannot be held responsible (for example, a problem connecting to the Internet due to any reason with the user, a temporary fault with our servers for some reason, etc..) or if non legible or impossible to process (for example, if the user has a hardware or a software inadequate with the environment for registration, etc ...)

The organizer shall not be liable for any deficiency in the chat tool. This tool does not determine the proper functioning of the game and its disablement is not likely to harm the participant in any way whatsoever.

Any information provided by the winner, including his contact details, will be considered void and will not be considered if it contains an inaccuracy.

The organizing company cannot be held liable for damage of any kind (personal, physical, material, financial or otherwise) arising in connection with the participation of a participant in the game.

The responsibility of the organizing company cannot be considered:

- If a participant is accidentally disconnected by the telephone company or Internet service provider
- If a participant forgets to enter their contact information
- If a member suffered a technical failure of some sort (bad condition of the line, the handset).
- If a technical failure of the telematics server or telephone of the switchboard of the game prevented a participant to access the registration
- In case of failure of energy or server

As a result, the organizer of the game can in no circumstances be held responsible, but are not limited to:

- Content service available on the website and, in general, any information and/or data published on the services available on the site
- The transmission and/or receipt of any data and/or information on the Internet
- Any malfunction of the Internet network preventing the smooth running / functioning of the game
- The failure of any reception equipment or communication lines

- The loss of any paper or electronic mail and, more generally, the loss of any data
- Problems with routing
- The functioning of any software
- The consequences of any virus, computer bug, anomaly or technical failure
- Any damage to the computer of a participant
- Any technical failure, hardware and software of any kind that have prevented or limited the opportunity to participate in the competition or corrupted the system of a participant.

It is stated that the organizer of the game cannot be held liable for any direct or indirect damage resulting from any interruption, malfunction of any kind, suspension or termination of the game, for any reason or for any direct or indirect damages resulting, in some way, a connection to the website.

It is up to each participant to take all appropriate measures to protect its own data and/or software stored on their computer equipment against any attack.

The connection of any person to the website and participation of the players do so at their own risk.

The responsibility of the promoter shall not be liable if, for a case of force majeure or beyond its control, this game was to be modified, shortened or cancelled.

It reserves itself, in all cases, the possibility to extend the period of participation.

Additional clauses or, in cases of force majeure, changes to this regulation may possibly occur during the game.

They will be regarded as annexes to this regulation and submitted to the study custodian of this regulation.

It is agreed that the organizer of the game will take advantage, particularly for evidence of any act committed or omission, programs, data, files, records, operations and other items (such as progress reports or other reports) nature, format or computer or electronic media, established, received or retained directly or indirectly by the organizer, including information systems, in connection with the use of its website.

Participants agree not to contest the admissibility, validity or evidential value of the elements of nature, format or computer or electronic media above, on the basis of any statutory provision whatsoever and which specify that certain documents must be written or signed by the parties to constitute proof.

Thus, the elements are considered evidence and, if produced as evidence by the organizer of the game in any litigation or otherwise, will be admissible, valid and enforceable between the parties in the same way, in the same conditions and with the same value as any document created, received or kept in writing.

Finally, it is expressly agreed that the Act is intended to apply French law with respect to any kind of dispute that may arise.

The organizer reserves the right to exclude from participation in this competition anyone disturbing the course of the operation of the game.

The organizer reserves the right to use any means, including the prosecution of anyone having cheated, deceived, rigged or disturbed the operations described in this regulation, or would have tried to do so.

Any participant in the game, who would be considered by the organizer to have disturbed the game in any of the ways mentioned above, will automatically be deprived of any right to obtain any winning prize, and no claim will be accepted as such.

The organizer reserves the right, particularly in cases of compelling reasons, to shorten, extend or cancel this game and/or session of the game, in part or in whole, if circumstances require. Responsibility cannot be held thereby.

However, these changes will be subject to prior information by all appropriate means, including via the website of the organizing company.

The organizer reserves the right to suspend temporarily the opportunity to participate in the competition if it, or any hosting provider can no longer ensure continuity of service necessary for the conduct of the game.

The organizer may in case of force majeure, unforeseeable circumstances, or under exceptional circumstances (fire, flood, natural disaster, interference, computer abuse, strike, calling into question the financial and technical viability of the game, rupture and blocking networks telecommunications, the damage caused by viruses for which safety measures on the market cannot eradicate them, the legal or regulatory obligations or public order imposed by the competent authorities and that would substantially modify the present rules game, or any other case of force majeure or fortuitous event as defined in Article 1148 of the Civil Code), even from his own responsibility (subject if in good faith), stop all or part of the game.

This game will be cancelled in case of force majeure, without the participants or winners being entitled to claim any compensation as such.

Section 10. THE SITE WILL BE FOR LAWFUL USE ONLY

The participants agree to comply with all laws, rules and regulations concerning the prohibition of the diffusion of pornography, pedophilia, violence, obscenity or likely to cause serious harm to human dignity.

The participant also agrees not to give any message intended to promote a good or service.

As such, participants acknowledge that the promoter may withdraw all clearly illegal content.

Will also be excluded messages and photos which may constitute incitement to commit crimes or offences, discrimination, hatred or violence because of race, ethnicity or nation, of glorification of nazism, protest against the existence of crimes against humanity, violations of the rule of justice, defamation and insult, invasion of privacy, or acts involving minors at risk, as well as any file for exhibiting objects and/or banned books, the messages that are defamatory, abusive, insulting, abusive or contrary to applicable law, the messages on tobacco and alcohol, messages containing personal details and information to a specific geographical location (phone, address...), messages encouraging the consumption of prohibited substances or suicide, messages allowing third parties to acquire, directly or indirectly pirated software, serial numbers of software that allow piracy and intrusion into computer systems and telecommunications, viruses and other logical bombs and generally any tool or software or other messages to prejudice the rights of others and the safety of persons and property in violation of the privacy of correspondence.

Section 11. CLAIMS

Any dispute or claim to this game will be considered only if it is sent **before 31st December, 2013** as evidenced by the postmark.

Any dispute or claim must be made by post/mail addressed to the organizer of the game whose details are contained in Section 1.

This letter should indicate the precise date of participation in the game, full details of the participant and the exact reason for the protest. No other form of dispute or claim will be considered.

The Regional Tourism Board of Reunion Island will be the only sovereign organisation to clarify any question of application or interpretation of the rules and regulations or in case of deficiency in it during the course of this game.

Section 12. ACCEPTANCE OF THE RULES

Participation in the competition implies full acceptance of these rules and regulations.

All the practical difficulties of interpretation or application of this regulation shall be settled by the organizer.

It will not respond to any phone or written request concerning the interpretation or application of this regulation, mechanisms and modalities of the game as well as the designation of the winners.

Section 13. PROCUREMENT OF THIS REGULATION

These regulations may be obtained free of charge upon request to the **Regional Tourism Board of Reunion Island, 4 rue Jules Thirel Immeuble La Balance Bat B 97460 Saint-Paul.**

Electronic records made on the website:

<http://www.welcometoreunionisland.com>

appointed in Article 1 shall be authentic until proven otherwise.

The difficulties of interpretation that may arise will be settled by the organizer.

Section 14. APPLICABLE LAW

The game, the rules and their interpretation are subject to French law.

Section 15. DEPOSIT AND CONSULTATION OF THE RULES OF PLAY

This regulation is written by the **Regional Tourism Board of Reunion Island, 4 rue Jules Thirel Immeuble La Balance Bat B 97460 Saint-Paul.**