



“Avis Disneyland® Paris – Autopia” Competition Terms and Conditions

Article 1: Organisation

Avis Location de Voitures ("Avis" or the "Organising Company"), a simplified joint stock company with share capital of €2,000,000.00, registered with the Nanterre Trade and Companies Registry under number 652 023 961, whose registered office is at Tour Alto, 1 place Zaha Hadid, 4 place des Saisons, 92400 Courbevoie and whose intra-Community VAT number is as follows: FR 62 652 023 961, is organising a competition with obligation of purchase entitled originally as « Jeu concours Avis Disneyland® Paris – Autopia » translated as “Avis Disneyland® Paris – Autopia Competition” (hereafter designated as the « Competition »), **from 18 December 2023 to 31 January 2024** included, in accordance with the terms and conditions described in these terms and conditions.

Please read these terms and conditions carefully, as they govern your participation in the Competition. Simply taking part in this Competition implies full and unreserved acceptance of these terms and conditions.

Article 2 - Communication

Participants will be informed of the Competition by the following means:

- On the Instagram account of Disneyland® Paris and Avis.
- On the Disneyland® Paris Mobile App with push notifications

The Participant is informed that the Instagram platform does not organize or sponsor the Competition under any circumstances.

Article 3: Participation conditions

3.1 The Competition is open to any natural person of legal age, holding a driving license valid in France for over one (1) year, who has internet access, a valid e-mail address, and a personal Instagram account, with the exception of employees of the Organising Company, their spouses, descendants and ascendants, service providers or employees of service providers who have assisted in the implementation of this Competition, as well as their spouses, descendants and ascendants (hereinafter

referred to as the "**Participant**"). All Participants must be at least 18 years old and have full legal capacity. Participants must ensure that their participation (including acceptance of any prize) is legal under the laws of their country of residence. This Competition is void where prohibited by local national law. The Organising Company makes no representations, express or implied, as to the legality of any individual's participation or any other aspect of the Competition.

3.2 Each Participant is required to participate in person and acknowledges that the data he provides to the Organising Company for the purposes of his participation in the Competition is accurate. The Organising Company reserves the right to request any proof necessary to establish that the Participant meets the conditions imposed by these terms and conditions. All the Participant who refused to present the justifications requested within a time limit of eight (8) days from the request will be considered as having renounced its participation and therefore, lose the benefit of its' prize; without possibility to express any grievance against the Organising Company.

Article 4: How to participate

4.1. The Competition takes place exclusively from 18 December 2023 to 31 January 2023 inclusive.

4.2. To take part in the Competition, interested persons who meet the conditions set out in Article 3 need only, during the Competition period, to cumulatively:

- Access Disneyland® Park with the purchased access ticket, Annual Pass, or Disneyland Pass;
- Take an original photograph where the interested person appears at the *photolocation* consisting of the "Autopia" sign and the car bearing Avis brand colors located in front of the "Autopia" attraction in the Disneyland® Park,
- Post the above-mentioned photograph fulfilling the conditions on the interested persons' personal Instagram account or as an Instagram story, indicating as a description of the post or in the story la photo the hashtag **#DLPxAvis** and tagging Disneyland® Paris (@DisneylandParis) and Avis (@Avis.france) Instagram accounts.

4.3. To increase the chances of being drawn, several participations are accepted per person (same surname, first name) provided that the photograph posted meets the aforementioned conditions and is original enough not to be considered a mere reproduction of photos already posted, at the sole discretion of the Organising Company.

4.4. The fact that a Participant uses a photograph taken by another participant or uses a photo that was not taken by the Participant constitutes a behaviour that may result in disqualification. Photo montages or photos created using artificial intelligence will be considered as not meeting the aforementioned conditions for participation.

Article 5: Prizes

5.1 The Competition present the following fifteen (15) prizes:

- One (1) stay of two (2) days and one (1) night in a Disneyland® Paris hotel (for 4 people) including hotel accommodation, breakfast and access to Disney® Parks (Disneyland® Park and Walt Disney Studios® Park), with a unit commercial value of €1,421 including tax;
- Ten (10) invitation prizes for two (2) people, giving access to Disney® Parks (Disneyland® Park and Walt Disney Studios® Park) for one day, with a unit commercial value of €260 including tax.
- Four (4) prizes for one (1) weekend (Friday, Saturday, Sunday), i.e. two (2) days' rental of an Avis car belonging to category K, to be used before 31 December 2024, departing from Avis locations excluding branches operated by licensees/sales agents of the Avis network, only in mainland France (excluding Corsica and DROM-COM), excluding school holidays and public holidays, with a unit commercial value of €350 including tax. If there is no availability on the dates selected, the winner will be offered a vehicle belonging to another category.

5.2 Each winner may win only one prize. The Organising Company reserves the right to verify the age and conditions of participation of any winner before awarding the prize. The prizes may not be modified, exchanged or reimbursed. These prizes may not be the subject of a request for financial consideration, exchange or return for any reason whatsoever. Throughout the duration of the Competition, the Organising Company reserves the right to replace the prizes offered with other prizes of equivalent nature and value.

5.3 The services provided by the Organising Company as part of the stay are those strictly set out above. The Participant shall be personally responsible for all expenses ancillary to the trip and, in general, all "non-formula" expenses. Under no circumstances can the Organising Company guarantee Participants the choice of a precise date for the use of the prizes, which will be subject to confirmation by the Organising Company and its partner Disneyland® Paris. The Participant shall also be personally responsible for all administrative, health or legal obligations required to benefit from the prizes.

5.4 All images or illustrations of the prizes used for the promotional purposes of this operation, regardless of the medium used, are presented by way of illustration and have no legal value.

Article 6: Winners' designation

6.1 A random draw will be held on 7 February 2024 by the Organising Company to select the winners from among all the Participants. The random draw will determine fifteen (15) winners from among the Participants.

6.2 The winners shall be contacted by private message by the Organising Company within three (3) weeks following the draw, confirming the nature of the prize won and the terms and conditions for receiving it. Any winner who does not reply within three (3) days of notification of his/her prize or who does not follow the instructions communicated will be deemed to have forfeited his/her prize.

6.3 The winners will receive their prizes by electronic means after returning their complete and correct contact details to the e-mail address indicated during the exchanges with the Organising Company, or must collect their prize directly from Disneyland® Paris, in accordance with the Organising Company's instructions.

6.4 The Organising Company may not be held liable in the event of non-delivery of the e-mail announcing the prize as a result of an error in the e-mail address indicated by the participant on his/her Competition, in the event of failure of the access provider, in the event of failure of the Internet network or for any other reason.

6.5 For prizes consisting of stays and/or tickets, Avis will organise the booking. If requested by Avis, the winner will indicate at least three (3) dates to take advantage of his/her prize, in order of preference, within the next six (6) months. If any of the dates indicated by the winner are unavailable, Avis will contact the winner again to ask him/her to provide new dates using the same process. These prizes will take a minimum of four (4) weeks to be made available, depending on the Disneyland® Paris partner, without the Organising Company being held liable in this respect.

6.6 The prizes consisting of a weekend's rental of an Avis vehicle are subject to Avis' general rental terms and conditions, available on avis.fr. The winners undertake to read them in order to ensure that they comply with them. In the event that the winner does not meet the criteria of the general rental terms and conditions, his/her participation will be considered ineligible, and another winner will be drawn at random.

6.7 The Organising Company shall not be required to comply with the general terms and conditions of hire.

Article 7 – Force majeure

7.1 The Organising Company shall not incur any liability whatsoever if, in the event of force majeure or events beyond its control or if circumstances so require, it is forced to cancel this Competition, to shorten it, extend it, postpone it, suspend it or modify the conditions thereof, and it shall not be held liable in any way whatsoever. In all cases, it reserves the right to extend the participation period.

7.2 In the event of force majeure, the Organising Company reserves the right to replace the prize won with a prize of equivalent nature and value.

Article 8 – Liability exemption

8.1 The Organising Company may not be held liable for any defect or malfunction of the prizes, which are the sole responsibility of the manufacturer, partner or service provider. The Organising Company declines all liability for any incidents or accidents that may occur to the winner(s) during the use and/or enjoyment of the prizes.

8.2 The Organising Company shall not be held liable for any problems inherent in the Internet connection, telephone communication, malfunction of the social network used or the incorrect routing of mail or any other problem that is not attributable to it and that occurs during the Competition.

8.3 The Participants accept that the data contained in the information systems of the Organising Company shall have evidential value until proven otherwise, as regards the connection elements and information resulting from computer processing relating to the Competition.

8.4 The Organising Company undertakes to do everything in its power with its service providers and partners to ensure that the Competition runs smoothly. Nevertheless, if a technical failure should occur and affect the proper running of the Competition under conditions beyond the control of the Organising Company, the latter may not be held liable to the Participants.

Article 9 – Disqualification

9.1 Participation in the Competition implies a loyal attitude on the part of the Participant, as well as full and complete acceptance of these Terms and Conditions and any amendments thereto.

9.2 Any manoeuvre designed to circumvent these Terms and Conditions, to increase their chances to the detriment of the other Participants, and more generally any fraudulent behaviour, will immediately and irrevocably result in the offender's participation being withdrawn.

9.3 Participants authorise all checks on their identity and age in connection with the Competition. Any participation that does not comply with these Terms and Conditions, is incomplete or contains incorrect information will be considered null and void. Any fraud or attempt at fraud, use of robots or any other similar process making it possible to play the Competition mechanically and/or to increase the chances of winning by any means whatsoever is prohibited. The Organising Company may thus exclude, suspend and/or definitively cancel the participation of one or more Participant(s) in the event that suspicious behaviour is observed, consisting in particular of the implementation of an automated response system, the connection of several persons and different computer stations from the same participation profile, an unusual rate of winnings, an attempt to break into the organisers' servers, a multiplication of accounts, etc. It may then not award the prizes to the participants concerned, in the light of the information in its possession, and/or prosecute the perpetrators of such fraud before the competent courts. The Organising Company may also cancel all or part of the Competition if it appears that fraud has occurred in any form whatsoever, in particular by means of information technology in connection with participation in the Competition and/or the determination of the winners. In the event of a sanction or claim, it is up to the Participants to prove that they have behaved in accordance with these Terms and Conditions. The Organising Company may not be held liable in this respect.

Article 10 – Personal data

10.1. The personal information collected during participation in the Competition is intended for the Organising Company and will be used by the latter to ensure the proper operation of the Competition. With the prior consent of the Participant, the Organising Company may also use the information for advertising and canvassing purposes.

10.2. In accordance with the no. 78-17 of 6 January 1978 Law, untitled "Informatique et Liberté", as amended by the 6 August 2004 Law, and European Regulation no. 2016/679 on the protection of personal data (GDPR), each Participant has the right to access, correct and request deletion of data

concerning him/her, as well as the right to object to the processing of such data for legitimate reasons. This right may be exercised by contacting the data protection representative of the Organising Company, on simple request, at the following address: dpo@abg.com.

Article 11 – Authorization to use winners' names, addresses and images

Subject to having obtained the winner's express authorisation, the Organising Company may use the winner's name, address and photograph for advertising purposes, without this conferring any right to remuneration or any benefit whatsoever other than the award of the prize.

Article 12 – Intellectual property rights and copyright

In accordance with the laws governing intellectual property rights and copyright, the use of all or part of the elements subject to intellectual property rights or protected by copyright reproduced in the context of this Competition is strictly prohibited, except with the express prior authorisation of the Organising Company.

Article 13 – Terms and Conditions and applicable law

13.1 These Terms and Conditions are governed by French law.

13.2 In the event that a dispute should arise as a result of a situation not provided for in these Terms and Conditions, it shall be for the Organising Company to decide.

13.3 If any stipulation or part of a stipulation of these Terms and Conditions is, or is deemed by a court or other competent authority to be, invalid or inapplicable, the invalidity or inapplicability will not affect the other stipulations or parts of stipulations of the Terms and Conditions, which will remain in full force and effect.

13.4 Any dispute or claim relating to the Competition must be sent by post to the Organising Company no later than one (1) month from the end of this operation (the date of receipt being taken as proof). Any dispute or claim received by the Organising Company after this deadline will not be taken into account.

Article 14 – Competition terms and conditions consultation

14.1 These Terms and Conditions may be consulted at <https://www.avis.fr/bons-plans/partenaires/disneyland-paris> throughout the duration of the Competition.

14.2 They may also be sent, free of charge, to any person who so requests during the duration of the Competition and one (1) month following the end date of the Competition, to the address of the Organising Company, for the attention of the Marketing Department.

Article 15 – No refund of participation fees

The costs of participating in the Competition, whatever they may be (internet connection costs, postage, etc.), will not be reimbursed by the Organising Company or its partner.