RULES OF

AIR FRANCE

90[™] ANNIVERSARY

ARTICLE 1 / ORGANISER

The company **AIR FRANCE**, which has its registered office at 45 rue de Paris 93290 TREMBLAY-EN-FRANCE, identified under the Trade and Companies Register number of the canton of Bobigny B 420 495 178, (hereafter "the Organiser") is organising a free operation with no obligation to purchase, from 8 am on 04.12.2023 to 11.59 included on 04.03.2024.

The Organiser has entrusted SEKOYA DIGITAL, which has its registered office at 231 rue Saint Honoré, 75001 Paris (Trade and Companies Registration No.: B 900 234 329, PARIS), (hereinafter the "Operator") with ensuring the smooth running of the operation.

Special arrangements The Operation can be accessed on the dedicated website <u>http://airfrance-lejeu90ans.com/</u> (hereinafter the "Site").

ARTICLE 2 / PARTICIPATION CONDITIONS

Registering with an email address or completing all the fields implies the unreserved acceptance of and compliance with the provisions of these rules, accessible on the Site when a Participant registers and at any time during the Operation on the Site.

Participation in the Operation is open to any person residing in the 58 countries of the following list (hereinafter the "Participant"), with the exception of the Organiser's staff and staff from the companies involved in setting up the Operation and their immediate family (parents, brothers and sisters or any other person residing in the same household).

Participating countries: France, United States, Canada, United Kingdom, Spain, Italy, Germany, Brazil, Japan, Mexico, Republic of Korea, Chile, Réunion, Belgium, Denmark, Sweden, Guyane, Ireland, Guadeloupe, Singapore, India, Peru, Martinique, Ivory Coast, United Arab Emirates, Norway, Argentina, Portugal, Morocco, Finland, New Caledonia, Senegal, Greece, Thailand, Viet Nam, Turkey, Guinée, Benin, Togo, Georgia, Australia, Armenia, Luxembourg.

Special arrangements for residents of: Germany, Austria, Finland, Greece, Norway, Denmark, Luxembourg, Sweden, Singapore, Thailand, United Arab Emirates

If the Participant has not confirmed his/her participation by clicking on the email provided, the Participant is not eligible for the draw. (this email may be directed to the Participant's SPAM / JUNK box).

Participants must be of legal age (depending on the country) and have full legal capacity.

The Participants authorize all checks relating to their identity, age, and postal address. Any false declaration, false identity, or address will result in the Participant's immediate elimination, and he/she will not be entitled to claim the prize.

ARTICLE 3/ PRINCIPLES OF THE OPERATION

3.1 FUNCTIONING OF THE OPERATION

To participate, simply:

Log on to http://airfrance-lejeu90ans.com/

• Complete the mandatory fields: email address, date of birth, gender, first name, last name, postcode, favourite departure airport

• Read and accept these rules;

• Confirm your Participation by clicking on *"I participate and agree to receive exclusive offers from Air France*" or on *"I participate and I refuse to receive exclusive offers from Air France*"

• Special arrangements for participants residing in the countries mentioned in **Article 2**. Click on the link received by email to confirm your participation and access the competition.

3.2 DESIGNATION OF WINNERS

The Operation will entitle any Participant who has met all the participation conditions specified in article 3.1 to:

A promotional code, available on the page at the end of the competition, and a chance to participate in the draw that will take place at the end of the Operation. The winner will be chosen by a draw, carried out by the operator at the end of the competition, from among all validly registered Participants who have completed all the compulsory fields, which will determine the Winner of the prize referred to in **Article 4**.

3.3 INVITATIONS SENT BY PARTICIPANTS TO FRIENDS AND RELATIVES

Participants may decide, if they wish, to invite some of their friends and relatives to participate in the Operation on the Site:

• Either by copying and pasting the invitation URL available on the page at the end of the competition;

• Or via the Facebook share button, in which case it will be subject to Facebook's terms and conditions of use;

• Or via Instagram's share button, in which case it will be subject to Instagram's terms and conditions of use;

• Or via the email sharing button, which will use the email software on the participants' computer or smartphone. They can then personalise the email before sending it.

If the person invited by the Participant decides to register for the Operation in accordance with article 3.1, the Participant's e-mail address will be added 5 (five) times to the database. The Participant will therefore have 5 (five) additional chances of being drawn, for each person invited.

ARTICLE 4 / PRIZE

4.1 PRIZE

This Operation offers the following prize which can be won by prize draw according to the eligibility conditions referred to in Article 3.2:

2 (two) round-trip Air France tickets for 2 people (flights operated by Air France using its own resources).

1 (one) winner per country among the 46 (forty-six) countries participating in the game, broken down as follows:

- 19 (nineteen) winners residing in Europe and whose travel destination will be New York
- 27 (twenty-seven) winners residing outside Europe and whose travel destination will be Paris

4.2 GENERAL CONDITIONS

The trip must be booked between 04.01.2024 and 04.03.2024. The trip must take place within 6 (six) months of booking, i.e. between 04.03.2024 and 04.09.2024 depending on the booking date.

Departure depends on the winner's country of residence:

- From a stopover served by Air France in France to New York.
- From a stopover served by Air France in the European Union to New York or Paris, at the winner's choice.
- From a stopover served by Air France outside the European Union to Paris.

The prize does not include cancellation and repatriation insurance, nor any other expenses not specified in the above description.

All costs not mentioned as included in the prize are the responsibility of the winner. This includes, but is not limited to:

- Transportation of the winner from their place of residence to the airport and from the airport to their place of residence.
- Parking fees at the airport and visas.
- Accommodation and meals.

The prize cannot be returned, exchanged for its cash value or any other gift, or carried forward. The travel destination cannot be changed at the Winner's request.

The total amount of the prize-winning booking cannot exceed 3,000€ (incl. VAT). If there are no more seats available on the desired dates at the departure airport, or if the price exceeds the maximum amount, then the winner must choose other dates or a different departure airport. Tickets cannot be split into several tickets less than or equal to the maximum value.

The prize is awarded to the *Winner* and cannot be transferred, whether against payment or free of charge.

Tickets must only be used by the Winner and a person of their choice. The winner and their companion must travel together, on the same dates, on the same flights and on the same booking reference.

The Organiser reserves the right to replace any prize with a prize of an equivalent value, in particular in the event of the prize initially planned to be unavailable.

The Organiser cannot be held responsible for how the prize is used. Any complaint on this matter must be sent by the Winner to the Company providing the prize.

ARTICLE 5 / ALLOCATION OF THE PRIZE

The *Winner* will be informed of his/her win by email at the email address provided when registering for the operation.

If it is not possible to award the prize for whatever reason, the prize will remain the property of the Organizer.

ARTICLE 6 / INFORMATION ON PARTICIPANTS - WINNERS

Personal data collected in the context of this Competition is processed in accordance with the French Data Protection Act No. 78-17 of 6 January 1978 and the European Regulation No. 2016/679 on the protection of personal data (GDPR).

The Winner authorizes in advance and free of charge the publication of his/her name and image for any type of use relating to this Operation for commercial and advertising purposes. The Organiser reserves the right to publish online and offline the names, surnames, and photos, as well as the description of the prize, won, without this conferring any rights other than the awarding of the prize, for a maximum period of two years.

By completing the competition form, the Participant authorizes the organising company to collect the following personal data: email address, gender, date of birth, first name, last name, postcode, favourite departure airport.

By virtue of the legal provisions, Participants have the right to access, modify, rectify, and delete their personal data and the right to define instructions with the Organiser concerning the fate of this data after their death:

• **DURING THE OPERATION**: by sending an email (mentioning the name of the Operation) to the Operator: *help@sekoya.digital*

• **AFTER THE OPERATION:** by sending an email (mentioning the name of the Operation) to the Organiser: *mail.data.protection@airfrance.fr*

Subject to the Participant's consent, any personal data collected may be used by the Organiser for promotional purposes.

The information collected by the organising company in the frame of the organisation of the competition is reserved solely for its own use and may only be communicated to companies participating in the organisation of the competition solely for the purpose of the competition. Personal data will be kept for 1 year and will then be deleted.

The organising company undertakes not to sell, rent or transfer the data or to provide third parties with access to it without having obtained the Participant's prior agreement unless it is obliged to do so for legitimate reasons (legal obligation, fight against fraud or abuse, the rights of defence, etc.).

ARTICLE 7 / RESPONSIBILITY

The Organiser will take all necessary measures to ensure compliance with the rules and cannot in any way be held responsible if it is required to cancel, shorten, extend, postpone or modify the Operation's conditions; without being held responsible for this in any way. In all cases, it reserves the right to prolong the participation period.

In particular, the Organiser declines all responsibility in the event of the website being unavailable for the duration of the Operation, or in the event of a malfunctioning of the draw, or in the event of the information provided by the Participants being destroyed for a reason beyond its control. The Organiser is not responsible for problems with the routing of information via the Internet which might affect certain participants' entries (poor connection, network interruption, etc.).

Participation in the Operation implies knowledge and acceptance of the Internet's characteristics and limits and of the inherent risks of Internet communication, in particular with regard to technical performance, response times when consulting, querying or transferring information, the risks of an interruption in service, and more generally, the risks inherent to any connection and transmission over the Internet, the lack of protection of certain data against possible misappropriation, and the risks of contamination by viruses circulating on the Internet.

It is specified that the Organiser cannot be held responsible for any direct or indirect damages resulting from an interruption, malfunction of any kind, suspension or termination of the Operation, for any reason whatsoever, or for any direct or indirect damages resulting in any way from connecting to the Site. It is the responsibility of each Participant to take all appropriate measures to **protect their own data and/or software stored on their phone, computer and/or tablet** against any attack. The connection of any person to the Site and Participants' participation in the Operation is under their entire responsibility.

Furthermore, it cannot be held responsible for any incidents or damage relating to the use of mobile phones, Internet access, telephone lines, or any other incidents or damage.

ARTICLE 8/ FRAUD

The information and contact details provided by the Participant must be valid and accurate, on penalty of exclusion from the operation and, where applicable, the loss of his/her status as a Winner.

It is strictly forbidden to modify or attempt to modify the Operation's mechanisms by any means whatsoever, in particular with a view to modifying the results or influencing the validity of the draw or the selection of a Winner by any automated or unfair means. If it is found that a Participant has been drawn or has apparently won a prize in contravention of these rules, by fraudulent means, such as an automated search or the use of an algorithm, or by any means other than those resulting from the process described by the Organiser on the Site or by these rules, the prize concerned will not be awarded to him/her and will remain the property of the Organiser, without prejudice to any legal proceedings which may be brought against the Participant by the Organiser or third parties.

Participation in the Operation is limited to one entry per person and per household. A household is defined as all persons bearing the same name and residing at the same address.

The Organiser reserves the right to take legal action against anyone who has committed or attempted to commit fraud. However, it will not incur any liability of any kind with regard to the Participants as a result of any fraud that may be committed. In particular, any Participant who registers and then participates in the Operation under one or more fictitious names or names borrowed from one or more third parties will be considered as fraud, with each Participant being required to register and participate in the Operation solely under his/her own name.

In the event of a violation or fraud by a Participant, the Organiser reserves the right to automatically exclude any participation by the latter, without the latter being able to make any claim whatsoever.

In this case, the Organiser reserves the right not to award the prize to the fraudsters.

ARTICLE 9 / OBTAINING THE RULES ON REQUEST

The rules of this Operation are available free of charge and can be sent to any person who requests them, at the following address:

SEKOYA DIGITAL JEU AIR FRANCE 90 ANS 231, rue Saint Honoré 75001 PARIS - France

ARTICLE 10 / APPLICABLE LAW

Participation in this Operation implies full acceptance of these rules by the Participants, as well as the laws and regulations and other texts which apply in the regions where the operation is publicized mentioned in **Article 2**.

The rules are filed via <u>www.reglement.net</u>, with SELARL 812 - HUISSIERS, huissiers de justice associés, 88 boulevard de la Reine, 78000 Versailles. The rules may be modified at any time by an amendment made by the organiser, in accordance with the conditions laid out, and published by an online announcement on the site. The amendment will be registered with SELARL huissiers de justice associés, the custodian of the rules, prior to their publication. It will come into force as soon as it is posted online, and Participants will be deemed to have accepted it simply by participating in the Competition from the date on which the amendment comes into force. Any Participant refusing to accept the amendment(s) must cease to participate in the Competition.