

## **COMPETITION RULES**

«Election of the most beautiful car of the year 2017 »

**ON THE WEBSITE : <http://plusbellevoituredelannee.bfmtv.com/en>**

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### **ARTICLE 1 - COMPANY ORGANISING THE COMPETITION**

H.D.O Company, a Société Anonyme type company with a capital of 358 000 euros, whose head office is located at 130 rue de Malakoff 75116 Paris, France registered at the RCS (Corporate and trade register) in Paris with the number **B 424 875 581**, named "Organising Company" is organising a free Competition, with no purchase requirements, called "Election of the most beautiful car of the year" (hereafter called the "Competition") in accordance with the terms described in these rules.

Competition rules are under the responsibility of HDO only.

### **ARTICLE 2 - ACCEPTANCE OF THE RULES**

By taking part in the Competition, all competitors are deemed to have accepted these rules, and the principal of this Competition, with no reservations whatsoever. Any competitor breaking one or several of the articles in these rules is banned from taking part in the Competition and also from receiving any prizes that he may have won.

### **ARTICLE 3 - CONDITIONS FOR TAKING PART**

Any person with an Internet network access may take part in this Competition, except for:

- employees of the Company Organising the Competition,
- companies that have taken part in promoting or producing the Competition, together with family members (spouses, parents, children, brothers and sisters).
- car brands and the groups to which they belong, that are involved in the election (Alpine, BMW, DS, Jaguar, Mazda, Volvo)-together with family members (wives, parents, children, brothers and sisters).

The Company Organising the Competition would like to draw attention to the fact that all minors taking part in the Competition are considered to be taking part under the control and with the consent of their parents, or the person(s) holding parental authority, or, if not, their legal guardian(s).

The main aim of this website is entertainment. So that all competitors are to have a chance of winning, those taking part in the Competition shall adopt a sporting attitude, which means they must strictly observe the rules, and the rights of the other competitors. The Company Organising the Competition reserves the right to use any means of prosecution against all attempts to break these rules, particularly in the event of communication of incorrect information or attempted fraud.

### **ARTICLE 4 - PRINCIPLE AND TERMS OF THE COMPETITION**

4.1 You can take part in the Competition from 07/12/2017 at 09.00 am until midnight on 21/01/2018 (the date and time are those of the competitors' connections, as recorded on the hosting servers).

4.2 The Competition is accessible 24 hours a day on the Internet network at the following addresses:

- French <http://plusbellevoituredelannee.bfmtv.com>
- [English http://plusbellevoituredelannee.bfmtv.com/en](http://plusbellevoituredelannee.bfmtv.com/en)

Access is conditional, particularly in the event of any maintenance operations being carried out on the Competition servers.

4.3 To take part in the Competition, and have the chance of winning the 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> prize as described below, the competitor must go to the Internet address above and complete a form. All the fields in the form are mandatory, The competitor is then registered for the draw concerning the following prizes:

- 1<sup>st</sup> prize: 1<sup>st</sup> place  
1 car with a retail estimated value of €30,000
- 2<sup>nd</sup> prizes: from the 2<sup>nd</sup> to the 15<sup>th</sup> place  
14 six-month subscriptions to "Le Point". Unit price €49 so the overall value of the prize is €686.
- 3<sup>rd</sup> prizes: from 16<sup>th</sup> to 26<sup>th</sup> place  
10 invitations for 2 persons at Concept Car Exhibition in Paris from January 31<sup>st</sup> to 4<sup>th</sup> February 2018 with a unit price of €14 / invitation.

The competitor can vote 4 times:

The launch: 7 to 17 December 2017

Quarter-finals: 18 to 27 December 2017

Semi-finals: 28 December to 7 January 2018

Final: 8 to 21 January 2018. At each stage of the Competition, the car which has the less votes is eliminated.

At each stage, the competitor can vote to the car he finds the most beautiful among the rest of the cars.

In final, the winner is the car which had the most votes.

The competitor can play maximum 4 times at least on the whole Competition, and once per stage (for the launch, the quarter-finals, the semi-finals and the final).

To have a chance to participate at the draw, the competitor must vote at least once.

4.4 A competitor may only take part in the Competition once (same name, same electronic address) from the same electronic address. In the event that a competitor takes part several times from the same website, only the first participation reaching the Organising Company will count.

The Organising Company has the right to verify the identity, the electronic address.

4.5 Any incorrect or incomplete registration cannot be taken into account and will lead to cancellation of participation. In particular, registrations with incorrect or incomplete details, registrations that do not comply with the terms of these rules, multiple registrations and registrations sent after the end of the Competition will not be taken into account.

## **ARTICLE 5 - RESULTS**

5.1 To choose the winners of the Competition, a draw will be performed amongst the competitors who are correctly registered, and have vote at least once at the Competition, on 26/01/2018 at the latest. The draw will be made by a control of SCP SIMONIN - LE MAREC - GUERRIER, Associate Judicial Officer, based 54, rue Taitbout 75009 Paris.

5.2 Only one prize will be awarded to each winner (same name, same electronic address). Winners will be informed by e-mail. No messages will be addressed to losers. They have 20 days to answer at the mail. Without any answer, a new draw is organised (30 days after the 1<sup>st</sup> one).

5.3 Winners authorise the Organising Company to perform all necessary checks concerning their identity and their domicile. It is expressly agreed that the data contained in the computer systems belonging to the Organising Company or its technical contractors has evidential force insofar as concerns connection details and the attribution of winners.

5.4 By the sole fact of accepting his prize, each winner authorises the Organising Company to use his last name, first name, any photo, and details of his city and county of residence in

any publicity and advertising material, on the Organising Company's website and on any associated website or media, without this giving rise to any rights or payment other than the prize that has been won, this for a duration of twelve months from the date of the end of the Competition.

## **ARTICLE 6 - PRIZES**

6.1 The winners of the draw will be awarded the following prizes:

1<sup>st</sup> prize: 1<sup>st</sup> place

1 car with an estimated value of €30,000 of the make that wins the election of the most beautiful car of the year 2017, or from the group to which the manufacturer belongs.

2<sup>nd</sup> prize: from the 2<sup>nd</sup> to the 15<sup>th</sup> place

14 six-month subscriptions to "Le Point" of €49 with a total value of €686.

3<sup>rd</sup> prize: from 16<sup>th</sup> to 26<sup>th</sup> place

10 invitations for 2 persons for the Concept Car Exhibition ( €14 TTC) in Paris from-January 31<sup>st</sup> to February 4<sup>th</sup> 2018 . The total value of the prize is €280.

6.2 Prizes will be made available to the winners, and to them only, according to the information provided on the basis of a statement in the Competition's entry form.

6.3 The prize(s) is (are) to be accepted in the form presented on the Competition website. Prizes cannot be exchanged or returned, nor can they be the subject of financial compensation or a financial equivalent of the prize. No changes (of date, prize, etc.), for whatever reason, may be requested from the Organising Company. It is hereby stated that the Organising Company will not provide any guarantee or assistance service, the prize(s) consist(s) solely of handing over the prize(s) provided for the Competition. No change in date will be accepted in the event that there is a date for the use of the prize(s). Where applicable, the date for the use of the prize(s) will be communicated when the prize(s) is (are) awarded. In all events, the use of the prize(s) will be in accordance with the terms communicated by the Organising Company. Any claims concerning the prize(s) cannot consist of financial compensation and/or a financial equivalent.

6.4 The Organising Company reserves the right of replacing the prize(s) by a prize or prizes with equivalent value. No claims may be made in this case.

6.5 Under no circumstances whatsoever may the Organising Company be held responsible for delays in providing the prize(s) or in the case that it is impossible for the winner(s) to enjoy the prize(s) due to circumstances outside the control of the Organising Company. In particular, the Organising Company may under no circumstances be held responsible in the event of loss or damage to the prize(s) caused by the Postal Service or any similar third-party service provider, and more generally if the winners do not receive their prize. In cases where the prize(s) cannot be sent by post, the winner(s) will be informed of the procedure for receiving it (them) in the electronic mail confirming the prize, or by any other means that the Organising Company sees fit.

6.6 The Organising Company declines all liability for any incidents, damage or harm that may arise due to the enjoyment of the prize awarded and/or due to its use. The winner expressly agrees to this clause.

## **ARTICLE 7 - COMPETITION WITH NO OBLIGATION TO PURCHASE**

7.1 Competitors may ask the Organising Company to reimburse the costs of Internet connection due to their participation in the Competition, together with the postage costs of their reimbursement request.

## **ARTICLE 8 - REGISTRATION OF THE RULES**

8.1 These rules have been registered with  
SCP SIMONIN - LE MAREC - GUERRIER, Judicial Officer, at 54, rue Taitbout 75009 Paris.

The rules can be downloaded on the game site:  
<http://plusbellevoituredelannee.bfmtv.com/en>.

8.2 In the event of a difference between the version of the rules registered with the bailiff and the version of the rules accessible on-line, the version of the rules registered with the bailiff shall be deemed authoritative. Similarly, the version registered with the bailiff shall take precedence over any information published on the Competition website that may be inconsistent with these rules.

## **ARTICLE 9 - RESPONSABILITY**

9.1 Taking part in the Competition implies knowledge and acceptance of the characteristics and limits of the Internet network, particularly concerning technical performances, response times for consulting, requesting or transferring data, risks of interruption, risks linked to connection, the absence of protection of some data against possible misappropriation and the risks of infection by any viruses that may be circulating on the Internet network. In particular, the Organising Company may not be held responsible for malfunctions that could affect the Internet network, or for any problems of configuration or linked to a particular browser.

9.2 It is the responsibility of each competitor to take all appropriate measures to protect his own data and/or software stored on his computer equipment against any attacks. Connection of any person to the website and taking part in the Competition is performed under the entire responsibility of the competitors.

9.3 The Organising Company does not guarantee that the website and/or the Competition will operate without interruption, nor that it does not contain computer processing errors, nor that any faults noticed will be corrected.

9.4 The Organising Company cannot be held responsible in the event of technical malfunction of the Competition, if competitors do not succeed in connecting to the Competition Website or competing, or if a competitor's registration data does not reach the Company for any reason for which it cannot be held responsible (for example, a problem of connection to the Internet network due to any reason at the user end) or which reach the Company in an illegible condition or condition that is impossible to process (for example, if the competitor possesses computer equipment or software environment unsuitable for registration), or in the event of routing problems for electronic mail. Competitors cannot claim any compensation for the above.

9.5 Similarly, the Organising Company cannot be held responsible for any damage, tangible or intangible, suffered by competitors, to their computer equipment and the data stored on it, or for any direct or indirect consequences that may result, particularly to their personal, professional or commercial activity.

## **ARTICLE 10 - PERSONAL DATA**

10.1 Note that, in order to take part in the Competition, competitors are obliged to provide some personal information about themselves (name, address, etc.). This data is recorded and saved in a computer file, and is necessary for their participation to be taken into account, for selecting winners and awarding and sending prizes. This data is for the Organising Company's use, and may be communicated to technical contractors and to contractors responsible for sending or handing over prizes.

10.2 By taking part in the Competition, the competitor may also request his subscription to an electronic news mail from the Organising Company. Data recovered in this way may be used within the context of the applicable legal framework.

10.3 In accordance with law no. 78-17 dated 6 January 1978 concerning data processing, files and liberties, competitors have the right to access, correct and delete the data concerning them. They can exercise this right by making a written request to the following address (postage refunded on request at the applicable second class postage rate), within seven days from the end of the Competition:

H.D.O / Festival Automobile International  
"Election of the most beautiful car of the year 2017"  
130 avenue de Malakoff  
75016 Paris

## **ARTICLE 11 - RESERVATIONS**

11.1 The Organising Company reserves the right to change these rules at any time and to take any decisions it may deem appropriate for the application and interpretation of these rules. The Organising Company may inform competitors of such changes and decisions by any means it chooses.

11.2 The Organising Company also reserves the right to change, extend, shorten, suspend or cancel the Competition, without notice, due to any event outside its control, particularly in the case of events that constitute cases of "force majeure" or "acts of God".

11.3 In particular, the Organising Company reserves the right, if necessary, to invalidate and/or cancel or part of the Competition if it becomes apparent that frauds or malfunctions have occurred in any form whatsoever, particularly in terms of data processing in the context of taking part in the Competition or selecting the winner(s). In this hypothetical case, the Organising Company reserves the right not to award the prize(s) to persons responsible for fraud and/or to prosecute those responsible for fraud in the courts of competent jurisdiction. Fraud leads to immediate disqualification of the person responsible.

11.4 The Organizing Company's responsibility concerning the clause above cannot be engaged and competitors cannot therefore claim any compensation or indemnity of whatever nature.

## **ARTICLE 12 - APPLICABLE LAW AND DISPUTES**

12.1 These rules are subject to French law.

12.2 To be taken into consideration, any claims concerning the Competition must be expressed by written request within 90 days of the closing date for taking part in the Competition as indicated in these rules, to the following address:

H.D.O / Festival Automobile International  
"Election of the most beautiful car of the year 2017"  
130 avenue de Malakoff  
75016 Paris

12.3 In the event of persistent disagreement concerning the application or interpretation of these rules and in absence of mutual agreement, any dispute or claim will be submitted to the Paris Courts, which have sole jurisdiction.