#### **TERMS AND CONDITIONS**

### RHÔNE WINE FESTIVAL PROMOTION

# 1 - Organiser

SOPEXA - La Société pour l'Expansion des Ventes des Produits Agricoles et Alimentaires - a joint stock company with Executive and Supervisory Boards, registered with the Trade and Companies Register (RCS) in the UK, reg. no. FC005594 with the address Trident House, 46-48 Webber Street, London SE1 8QW ('the Organiser') is running a free promotion on behalf of Inter-Rhône, the Promoter, located at 6, rue des Trois Faucons CS 90513, 84024 Avignon Cedex 1, France. Please do not send entries to either address.

It is stated that Facebook is not the organising company and / or sponsor of the promotion and therefore cannot be held responsible for any problem related to the promotion.

### 2 - Eligibility

The promotion is open to any persons in the world who are at least 18 (eighteen) years old at the date of entry. Employees of the Organiser and their respective families, also any persons involved directly or indirectly with the design, organisation, promotion and management of the promotion are not eligible to enter.

To enter the promotion, participants must have a Facebook account and follow the account Côtes du Rhône Wines on Facebook.

Only one entry per participant is authorised. It is forbidden to participate from multiple Facebook or other accounts.

Participation is personal; it is not allowed to participate from another person's Facebook a ccount.

By entering the promotion, participants agree to accept these rules fully and unconditionally

### <u>Article 3 - Terms of participation</u>

The participation can be entered via Internet only, through the Facebook social network.

At the opening of the promotion, the Organising Company will post on the Côtes du Rhône Wines account a photo announcing the start of the contest.

To participate in the promotion participants need to:

- Subscribe to the account Côtes du Rhône Wines on Facebook
- Like the competition post
- Share the competition post

No other means of participation will be accepted. Any participation which is incomplete or not

in conformity with the present regulation will not be taken into account and cannot be the object of any claim.

# <u>Article 4 - Exclusion of participation</u>

The publications must be in keeping with the theme of the promotion and comply with the current legislation; they may not infringe public order or offend publi

c morality. In the event of non-compliance, the publications will automatically be removed from the promotion. In addition, any publication including comments or images denigrating the promotion, the product, the Organising Company or, in general, any unethical remarks will be excluded from the contest.

The Organising Company reserves the right to delete, without notice, any publication of a pornographic or discriminatory nature, any publication inciting violence or any not in keeping with the theme or requirements of the promotion.

Under no circumstances may the Organising Company be held responsible, even partially, for the publications made by the participants nor for their removal.

### 5 - Prizes

1st prize is a voucher for the winner to spend (with up to 4 guests) at the restaurant Frenchie Covent Garden, full address: 16 Henrietta St, London WC2E 8QH.

The prize must be taken in one booking.

The winner of the 1<sup>st</sup> prize can order from the menu of Frenchie with matching Côtes du Rhône wines and the prize will cover up to the value of £500. If the final bill is more than this, the person must cover the additional expense. If the final bill is less than the value of £500, this will not be reimbursed.

The 1<sup>st</sup> prize must be used between November 1<sup>st</sup> 2019 and March 31<sup>st</sup> 2020 (depending on restaurant availability). Please note that voucher cannot be used on the following dates: December 24<sup>th</sup>, 25<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 31<sup>st</sup> 2018 and January 1<sup>st</sup>, February 14<sup>th</sup> 2020.

The winner and all guests must be 18 years or over. The prize must be booked in advance by contacting Frenchie and quoting the #rhonewinefestival competition.

The winner and guests are responsible for all additional expenses not expressly stated in these terms and conditions as being included as part of the prize.

## 6. Changes to the Prize by the Organiser

The prize is not transferable, non-exchangeable, and no cash or other alternative prize will be provided in whole or in part, except that in the event of circumstances outside of its control the promoter reserves the right to substitute a similar prize of equal or greater value.

#### 7. Choosing the Winner and Awarding the Prize

The winner of the 1<sup>st</sup> prize and the four runners up prizes will all be chosen at a random prize draw in the presence of an Inter-Rhône representative on 1<sup>st</sup> November 2019. All valid entries will be placed into the draw.

Winners will be notified by direct message via Facebook on which their photograph was published within 7 calendar days of the closing date and have 7 calendar days to respond and claim their prize. In the case that they do not respond in time another winner will be selected using the same methodology as above. Entrants are encouraged to monitor their connections during this time in case they are the winner.

The Organiser reserves the right to request proof of the prize winners' personal details or address, in particular age; prize winners give their permission for the Organiser to verify the details given when submitting their entry to the Promotion. In the event that such details prove to be fraudulent or a winner is aged under 18 or appears to be 24 or under,

the prize will automatically be withdrawn. The Organiser reserves the right, but is not obligated to, award the prize to a reserve winner in the event that the original winner is disqualified.

## 8. Changes to the Promotion

If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion modify or suspend the promotion or invalidate any affected entries/claims. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.

#### 10. Consent to Publish

Winners give their consent for the Organisers to use their picture, free of charge, on social media as part of the promotional material connected with the Promotion.

Use of the picture includes the right to reproduce, publish, represent, adapt, retouch, mount, digitise and display it insofar as it is not altered in any way.

By entering the promotion and agreeing to the rules, participants agree to the Organiser using their names and/or nicknames as taken from their Facebook accounts to promote the Promotion, and give permission to share the published photo with the Promotion hashtag, to reproduce, publish, represent, adapt, retouch, mount, digitise and display it insofar as it is not altered in any way.

#### 11. Liability

The Organiser cannot be held liable if, in the event of force majeure, the promotion is cancelled, extended or closed early. Neither can the Organiser be held liable in the event of technical or telecommunications problems, problems with distributing the prizes, or any other events beyond their control which render it impossible to redeem the prizes.

Furthermore, the Organiser cannot be held liable for any disappointment suffered by the winners as a result of the prize, although it will endeavour to avoid undue disappointment. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook,. By entering the promotion, all participants accept that they have no claim against Facebook,. By entering the promotion, all participants agree to a complete liability release for Facebook,.

#### 12. Publicity and personal information

The personal information supplied by participants when entering the Promotion will be used by the Organiser in accordance with our Privacy Policy [insert link to privacy policy]. By entering any Promotion, participants consent to such processing and warrant that all data provided by them is accurate.

Participants further agree that the Organiser may use their name, image and town and/or county of residence to announce the winner of the Promotion and for any other reasonable and related promotional purposes, free of charge and without restriction.

Participants agree to being named and identified using their Facebook.

Each prize winner's surname and county will be posted online at www.rhonewinefestival.com within three months of the Closing Date.

# 13. Acceptance of the Rules

By entering the promotion, participants agree to be bound by the Rules and Terms and Conditions as detailed above. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

No correspondence or discussion regarding the Promotion Rules, Terms and Conditions or organisation can be entered into.

In the event of fraud perpetrated as part of the Promotion, the Organiser reserves the right to report to the appropriate authorities.

These Terms and Conditions will be available on <a href="www.rhonewinefestival.com">www.rhonewinefestival.com</a> throughout the Promotion period.

If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.

#### 14. Jurisdiction

The Promotion and Rules are governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales, unless you live in another part of the UK, in which case your local courts will have jurisdiction.