

**CONTEST RULES**  
**Organised by the Nice Convention and Visitors Bureau**  
**« Carnival Queen Contest »**

**Article I : ORGANISER**

The Nice Convention and Visitors Bureau, Établissement Public Industriel et Commercial, law of 11 July 1964, Siret no. 395 235 047, Code NAF 633 Z, with headquarters at 5 Promenade des Anglais, BP 4079, 06302 NICE Cedex 04, France (hereinafter called the "Organizer") is organizing a contest titled "Concours Reine du Carnaval de Nice" (Carnival Queen contest) from 9th to 30th January 2012 at midnight, French local time. These Rules and Regulations define the legal rules applicable for this contest.

**Article II : PARTICIPATION**

Participation in this free contest with no obligation to buy is open to all natural persons age eighteen or over with an Internet connection and a valid e-mail address, except members of the staff and families of: - the Organizer - service providers and partners, having participated in the design, realization or management of the contest.

The contest will comprise 5 voting stages :

- 1st stage : from 9th January (10 am) to 12th January (midnight)
- 2<sup>nd</sup> stage : from 13th January (10 am) to 15th January (midnight)
- 3rd stage : from 16th January (10 am) to 19th January (midnight)
- 4th stage : from 20th January (10 am) to 22nd January (midnight)
- 5th stage : from 23rd January (10 am) to 30th January (midnight)

Participation is limited to one e-mail address per person and per email address for each stage of the game. It is non-transferable and the participant can in no circumstances participate under several names or on behalf of other persons. One e-mail address may only be used by one entrant. Any forms that are incomplete, illegible, sent after the deadline or in a form other than that provided for shall be considered invalid. Participation in the contest is possible exclusively by electronic means. Consequently, no registration by phone, fax, post or e-mail may be taken as well as any entry with a non-valid e-mail address. Each participant must have filled in the fields in the participation form completely and comprehensibly (surname, first name, e-mail, country). It is understood that a participant is defined as a single natural person: any use of different e-mail addresses for the same participant will be considered an attempt at fraud entailing the participant's permanent elimination from the final draw.

**Article III : START AND END DATES FOR THE CONTEST**

Participation in the contest begins on Monday 9th January 2012 and remains open until Monday 30th January 2012 at midnight, French local time. The Organizer reserves the right to extend the period of participation.

**Article IV : PRIZES**

The contest offers 3 prizes :

1st prize : A stay at the Hôtel\*\*\*\*\* Negresco, 37 promenade des Anglais, 2 nights in a double room for 2 persons (including breakfast).

Booking conditions : according to availability from 17th February to 31st December 2012 excluding the Monaco Grand Prix period (prior reservation required).

Value 800 €

2nd prize : 2 invitations for 2 persons to the dinner and show « Revue Séduction » at the Casino Ruhl.

Booking conditions : according to availability from 17th February to 31st December

2012 (prior reservation required : access to the cabaret is limited to persons over 18 years of age who are not forbidden gaming access and valid ID must be shown). Value : 256 €

3rd prize: 4 reserved seats for a Flower Parade during the 2011 Nice Carnival or 4 French Riviera Pass 48h.

Booking conditions : Carnival seats on request and according to availability from

17th February to 4th March 2012 Value : 100 €. French Riviera Pass on request from 17th February to 31st December 2012. Value 144 €.

NB :

- the values indicated above for each prize are indicative and may vary with the date of the stay.
- the reservation will be made as available and the reservation conditions specified. After the deadline indicated, the winners can no longer claim their prize.
- once the reservation has been made, the organizers reserve the right to refuse any changes in dates and/or names.
- only the services listed are provided.
- The prizes do not include additional costs or services required by the winners during their use which remain at the winners expense.
- The organiser cannot be held responsible for the conditions of use of the prizes.

#### **Article V : PRINCIPLES OF THE CONTEST**

The contest is accessible exclusively on the Internet. The principle of the contest is to vote for his/her favourite contestant for the title of Carnival Queen 2012 on [www.nicecarnaval.com](http://www.nicecarnaval.com), then fill in the participation form.

To participate in the contest, each participant must :

- connect to the above-mentioned site between 9th and 30th January midnight French local time, then follow the instructions provided online:
- vote for his/her favourite contestant
- fill in the participation form,

recognize he/she has read the Rules and Regulations that can be consulted on the site and accept the conditions by ticking the box « I have read and I accept the Rules and Regulations for "Concours Reine du Carnaval de Nice" ».

An e-mail of confirmation of participation will be sent to the participant by e-mail to validate registration.

Forms cannot be validated if they:

" are incomplete or illegible " are sent after the deadline " have a form other than that provided for " are sent on paper.

By accepting the Rules and Regulations, participants authorize the Organizer to keep the information provided when they register. The Organizer agrees not to disclose the information provided by participants to third parties, whether natural persons or legal entities.

#### **Article VII : DRAWING LOTS AND DESIGNATION OF WINNERS**

The draw will be undertaken by an agent of Depotjeux and the results will be registered with a legal authority. The Organizer reserves the right to postpone the date. The prizes will be attributed in the order of the draw. The winners will be informed individually by e-mail within 15 days following the draw.

#### **Article VII : REIMBURSEMENT OF OUTLAY**

In case of outlay, any participant may, by simple request in writing addressed to the Convention and Visitors Bureau of Nice, Direction Communication, 5 Promenade des Anglais, B.P 4079, 06302 Nice Cedex 04, France, obtain reimbursement of telephone expenses corresponding to the time necessary to connect to the site and participate in the contest. Reimbursement of the connection will be made on the basis of France Télécom rates for local calls in France at the time of the contest for a 5-minute connection maximum. Requests for reimbursement must be sent to the above address, with the details of the bank account and a letter specifying the date and time of the connection, postmarked at the latest 30 days after the contest ends.

The cost of the stamp necessary for the participant to make this request will be reimbursed on simple request in writing on the basis of the "slow" rate of € 0.60 (VAT included) for France and € 0.77 (VAT included) for Europe. Only one request for reimbursement per participant registered for the contest and per envelope will be accepted (same name and address). Incomplete requests will not be taken into account. The request must be submitted on plain paper indicating, for the purpose of verification, the participant's surname, first name, postal address, along with the date and time the participation form was sent and the medium used to participate in the contest . It must be accompanied by the telephone operator's detailed invoice, regardless of the medium used to participate. Certain ISPs offer free access or Internet access subscriptions. In this case, since access to the site is free or on the basis of a subscription fee (connection by cable, ADSL or specialized link), no reimbursement is possible since, in this case, the subscription to Internet services is contracted for Internet access in general and the fact the participant connected to the site and participated in the contest involves no additional expense or outlay. Reimbursement will be made by cheque or bank transfer, at the Organizer's choice, sent within 60 days following reception of the request, after verification of the validity of the request, in particular the conformity of the information in the letter requesting reimbursement with the information on the registration form on the site. Furthermore, the Organizer is not required to reimburse the sum if the participant did not comply with these Rules and Regulations or the request does not comply with the conditions or deadline specified above. Since the Organizer has implemented the technical means necessary to demonstrate proper participation or non-participation, it is agreed that, except for obvious errors, the data in the Organizer's information systems prevail in terms of the elements concerning the connection and information resulting from IT processing relative to the contest.

#### **Article VIII : CONNECTION AND USE**

The Organizer may not be held responsible: - for interruptions of the site and/or contest - if the site and/or contest contain any IT errors - for the improper functioning of the sites(s) and/or contest for a given browser - for technical failure of the telematic server that might prevent a participant from accessing the participation form - for the loss of any e-mail or, more generally, of any data - for the consequences of any virus, IT bug, anomalies or other technical failure - for any damage to a participant's computer - if, for reasons of force majeure or outside our control, this contest were to be modified, shortened or cancelled. Connection by anyone to the site and participation of individuals in the contest is done under their sole responsibility.

#### **Article IX : RESERVATIONS**

The Organizer reserves the right to: - shorten, prolong or cancel the contest without being held liable and without compensating the participants. If need be, the Organizer will inform the participants by e-mail. - exclude from participation in this contest any person disrupting the contest. - have any recourse, in particular by filing suit against anyone who cheats, defrauds, rigs or disrupts the operations described in these Rules and Regulations, or is tempted to do so. - momentarily suspend the possibility of participating in the contest if the Organizer or its providers and partners can no longer ensure the continuity of service necessary to run the contest.

#### **Article X : AWARDING OF PRIZES**

The prizes are non-transferable; no reimbursement or compensation for the prizes is possible in cash or any other form whatsoever. In case of force majeure, however, the Organizer reserves the right to replace the prizes announced with prizes equivalent in value. Prizes left unclaimed for 30 days after the e-mail informing the winners of their prizes can no longer be claimed and return to the Organizer and/or partners offering the prizes. Winners relinquish the right to claim any compensation

from the Organizer resulting from any damages resulting from acceptance and/or use of the prize. The Organizer cannot be held responsible for any dissatisfaction on the winners' part concerning their prizes.

If the information given by the participant does not enable the organiser to inform him/her of his/her prize, he/she will no longer be considered a winner and will lose the right to make any claim at any time. In this case the organiser reserves the right to award the prize to another contestant or to cancel the prize.

No claim of any kind can be made later than one month after the close of the contest. The organiser reserves the right to publish on any type of support for communication, advertising or other purposes the names of the winners : these cannot claim a financial compensation or refuse unless they give up their prize.

#### **Article XI : DATA PROTECTION**

Personal data obtained in the context of participation in this contest are processed in compliance with the law on "Data processing, data files and individual liberties" of 6 January 1978. Pursuant to Article 27 of this law, all participants in the contest have the right to access or rectify their personal data. All requests for access, rectification or opposition must be sent to the Convention and Visitors Bureau of Nice - Direction Communication - 5 Promenade des Anglais, BP 4079, 06302 NICE Cedex 04 (France).

#### **Article XII : LITERARY AND ARTISTIC PROPERTY RIGHTS**

All reproduction rights are reserved, including downloadable documents and iconographic and photographic representations. Pursuant to the laws governing literary and artistic property rights, the reproduction and representation of all or part of the elements making up the contest are strictly forbidden. The brands mentioned are the registered trademarks of their respective owners.

#### **Article XIII : CONSULTATION OF THE RULES AND REGULATIONS**

Participation in the contest implies the complete agreement of the participant with the terms of these rules. They can be viewed in their entirety on the site [www.nicecarnaval.com](http://www.nicecarnaval.com) and printed at no charge at any time. No answers shall be given to requests made by telephone or in writing concerning the interpretation or application of these Rules and Regulations, the mechanisms or modalities of the contest or the list of winners.

#### **Article XIV : DISPUTES - COMPETENCE**

Participants are subject to French regulations applicable to contests. The parties will strive to find an amicable solution to any disputes arising from the interpretation or execution of these Rules and Regulations. Any dispute that cannot be settled amicably will be submitted to the "Tribunal de Grande Instance" of Nice.

#### **Article XV : LANGUAGES**

These rules are available in English, German and Italian language versions, for the purposes of information. In case of disagreement, only the French version shall apply.

#### **Article XVI : LEGAL DEPOSIT**

The Rules and Regulations have been filed via [depotjeux.com](http://www.depotjeux.com) with l'Etude COHEN-SKALLI-HOBA located 5 avenue Gabriel Péri BP42 93401 SAINT-OUEN CEDEX and are available online on the websites <http://www.depotjeux.com> and <http://www.nicecarnaval.com> where the contest is accessible. They may be changed at any time by the Organizer in the form of amendments and/or additional clauses respecting the conditions specified.