

## **CONTEST REGULATIONS** **“The Very Very Magical Days”**

### **ARTICLE 1: AIM**

The company Euro Disney Associés SCA, SIREN 397 471 822 RCS Meaux with its registered office at 1 rue de la Galmy, 77700 CHESSY (hereinafter the “**Organising Company**”), is organising a contest (hereinafter the “**Contest**”) within the Disneyland® Paris and Walt Disney Studios® Parks (hereinafter the “**Parks**”), from 9 April to 27 April 2018, every day from 8:30 am to 4:00 pm, (hereinafter the “**Closing Date**”), which is covered under these regulations.

### **ARTICLE 2: TERMS AND CONDITIONS OF REGISTRATION AND PARTICIPATION**

This Contest is with prior obligation to purchase and is open (i) to any individual over 16 years of age in possession of a valid entry ticket to the Parks (excluding free admission) on the day of participation, and (ii) present within the grounds of one of the Parks at the time of his/her participation, and (iii) having a personal Facebook account, with the exception of the members of the Organising Company, The Marketing Store company, and their families in the direct line as well as their guests.

In order to play, the participants shall follow the following steps:

- 1) Be present within the compounds of one of the Parks of the Organising Company;
- 2) Connect to Messenger using the 3G or 4G network of their telephone operator, or through the Wi-Fi network provided by the Parks - See Appendix 1: Wi-Fi hotspot identified on 26/02/2018, date of filing the regulations, with one’s personal Facebook account (participation by postal mail excluded);
- 3) Over there, search for *The Very Very Magical Days* BOT (automatic software) (hereinafter the “**BOT**”) to start a dialogue in one of the 5 proposed languages;
- 4) Give answers about the various stages of participation:
  - a) Confirm one’s presence within the 2 Parks through the geolocation function of one’s Smartphone
  - b) Correctly answer the question asked by the BOT in the form of a picture quiz
  - c) Communicate one’s date of birth, first name, last name, valid phone number, country of origin, valid e-mail address and number of accompanying persons;
- 5) Accept the rules and validate one’s participation;

(hereinafter the “**Profile**”).

All the information mentioned above is necessary for registration in order to participate in the daily Profile lucky draws. A participation is valid only on the day of registration between the moment of said registration (8:30 am at the earliest) and 4:00 pm.

The same player may play again every day from 9 to 27 April 2018 subject to the conditions set out above.

All Profiles that are incomplete, wrong, counterfeit or in breach of these regulations will be eliminated from the Contest.

Any person who has validated his Profile on the BOT shall participate in the Contest (hereinafter the “**Player**”).

A Player may create only one Profile, otherwise he will be eliminated from the Contest. The Organising Company may carry out any verification necessary in this regard and shall make a sovereign assessment on whether or not it deems the elements of the created Profile to demonstrate that the same person has created more than one Profile (notably by comparing each element provided in the Profile).

### ARTICLE 3: LINK WITH FACEBOOK

This promotion is not managed or sponsored by Facebook. The information conveyed by you is provided to the Organising Company and not to Facebook. The information conveyed by you shall be used only for organising this game in order to receive information from the Organising Company if you accept it. Participants acknowledge that Facebook is neither sponsoring nor managing the Contest in any manner whatsoever, and therefore cannot be held liable for the organisation or conduct of the operation.

### ARTICLE 4: NAME OF THE WINNERS

Prizes shall be awarded through daily draws by the Organising Company picked from the Profiles of the Players registered each day and having correctly answered the question asked.

7 lucky draws shall be held every day among the participants to designate the 107 daily winners:

- Latest by 10:15 am: lucky draw among the Players who have validated their Profile between 8:30 am and 10:00 am, for 1 (one) winner of the 'Gold' 1st Prize, for 2 (two) winners of the 'Silver' 2nd Prize, for 13 (thirteen) winners of the 'Bronze' 3rd Prize . The first Player drawn will be the winner of the 'Gold' 1st Prize, the next two will be Winners of the 'Silver' 2nd Prize and the next 13 of the 'Bronze' 3rd Prize.
- Latest by 11:15: lucky draw among the Players who have validated their Profile between 8:30 am and 11:00, for 1 (one) winner of the 'Gold' 1st Prize, for 2 (two) winners receiving the 'Silver' 2nd Prize, for 13 (thirteen) winners receiving the 'Bronze' 3rd Prize. The first Player drawn will be the winner of the 'Gold' 1st Prize, the next two will be Winners of the 'Silver' 2nd Prize and the next 13 of the 'Bronze' 3rd Prize.
- Latest by 12:15: lucky draw among the Players who have validated their Profile between 8:30 am and 12:00 noon, for 2 (two) winners of the 'Silver' 2nd Prize, for 13 (thirteen) winners of the 'Bronze' 3rd Prize. The first two Players drawn will be Winners of the 'Silver' 2nd Prize and the next 13 of the 'Bronze' 3rd Prize.
- Latest by 13:15: lucky draw among the Players who have validated their Profile between 8:30 am and 13:00, for 2 (two) winners of the 'Silver' 2nd Prize, for 13 (thirteen) winners of the 'Bronze' 3rd Prize. The first two Players drawn will be Winners of the 'Silver' 2nd Prize and the next 13 of the 'Bronze' 3rd Prize.
- Latest by 14:15: lucky draw among the Players who have validated their Profile between 8:30 am and 14:00, for 2 (two) winners of the 'Silver' 2nd Prize, for 13 (thirteen) winners of the 'Bronze' 3rd Prize. The first two Players drawn will be Winners of the 'Silver' 2nd Prize and the next 13 of the 'Bronze' 3rd Prize.
- Latest by 15:15: lucky draw among the Players who have validated their Profile between 8:30 am and 15:00, for 2 (two) winners of the 'Silver' 2nd Prize, for 13 (thirteen) winners of the 'Bronze' 3rd Prize. The first two Players drawn will be Winners of the 'Silver' 2nd Prize and the next 13 of the 'Bronze' 3rd Prize.
- Latest by 16:15: lucky draw among the Players who have validated their Profile between 8:30 am and 16:00, for 2 (two) winners of the 'Silver' 2nd Prize, for 13 (thirteen) winners of the 'Bronze' 3rd Prize. The first two Players drawn will be Winners of the 'Silver' 2nd Prize and the next 13 of the 'Bronze' 3rd Prize.

2033 Profiles shall therefore be drawn during the entire duration of the Contest and will be designated Winners (hereinafter the "**Winners**") after verification of their eligibility.

Prizes will be awarded only on the day of the draws. For example, Winners drawn on 9 April will have to pick up their prize only on that day.

## **ARTICLE 5: TERMS AND CONDITIONS FOR ELIGIBILITY AND AWARD OF PRIZES**

Winners must be present on the day of the draw to collect their prize. After their eligibility is verified (presence in one of the Parks, presentation of their valid entry ticket on the day of their participation and the message confirming their win - message from the Messenger BOT or email containing a unique code) by an employee of the Organising Company dedicated to the Contest, the Winners will receive one of the prizes described in Article 6.

The Organising Company reserves the right to ask for an ID card to check the age of a Player picked through the draw.

The Profiles picked through the draw for a 'Gold' 1st Prize or a 'Silver' 2nd Prize will receive confirmation through a private message from the Messenger BOT and by e-mail about of the nature of the prize won and the methods of obtaining it within 30 (thirty) minutes after the draw, subject to, as the case may be, the time required for the Organising Company to carry out the checks that it wishes on the legality of registration of the potential winning Players. If there is no response from a Winner of a 'Gold' 1st Prize or a 'Silver' 2nd Prize, the Organising Company will try to reach him/her at various times of the day, either by phone call, SMS or even voice messages, in order to meet him/her at one of the 2 meeting points provided for this purpose.

The Profiles picked through the draw for a 'Gold' 1st Prize or a 'Silver' 2nd Prize must confirm their acceptance of the prize by going to the meeting point mentioned on telephone by the member of the Organising Company before 6:00 pm on the day of their participation, along with their entry ticket and one of the confirmation messages. If they fail to be present by 6:00 pm, their award will be deemed as lost.

For all practical purposes, a substitute Profile shall be picked through the draw for the 'Gold' 1st Prizes, in the event that the Winner of the said prize is found not to be eligible.

The Winners of the 'Bronze' 3rd Prize will receive confirmation through a private message from the Messenger BOT and by e-mail about of the nature of the prize won and the methods of obtaining it within 30 (thirty) minutes after the draw, subject to, as the case may be, the time required for the Organising Company to carry out the checks that it wishes on the legality of registration of the potential Winning Players.

Winners of a 'Bronze' 3rd prize shall have to go to meeting point mentioned in the message confirming their win, along with their entry ticket and one of the messages confirming their win before 6:45 pm on the day of their participation. If they fail to be present latest by 6:45 pm, their award will be deemed as lost.

One Profile can win only one prize in a day, and only one type of prize over the entire period of the Contest.

Winner's name shall not be communicated by telephone, mail, e-mail or any other means of communication, other than the confirmation sent through the Messenger's private message or by e-mail mentioned above to the Profiles drawn by lot.

## **ARTICLE 6: DESCRIPTION OF THE PRIZES**

Following prizes shall be awarded in the Contest:

### **6.A TYPE 1 PRIZE - 'GOLD' prizes**

Each of the 38 (thirty-eight) Winning Profiles (2 Winners/day) of a Type 1 'Gold' prize shall be hosted by an employee of the dedicated Organising Company who will organise for him/her, according to his/her profile and/or that of his/her companions (limited number according to the prize chosen) a *Magical Moment*. A *Magical Moment* is defined as an exceptional time in one of the 2 Parks fully supervised by

a dedicated team, not commercialised, which therefore has no commercial value. . The Magical Moment that will be proposed to the Winners will be determined by the Organising Company, specifically taking into account the duration of the remaining stay/visit, the age and/or the size and/or the state of health and/or the accesses required for persons with reduced mobility of the winner and his/her possible companions, or according to the schedule of events organised within the Parks, unforeseen occurrences or adverse meteorological conditions, or even the operational constraints.

For example, the following *Magical Moments* may be proposed by the Organising Company:

- 1) A family photo in the exceptional setting of the 1<sup>st</sup> floor of the Sleeping Beauty Castle. The winners will be joined by Prince Philip and Princess Aurora.
- 2) An exceptional evening at the Disneyland Hotel and a breathtaking view of the "Disney Illumination" show (valid only Sunday evening) - Dinner at the 'California Grill' restaurant - Tasting menu - limited to 5 people
- 3) A private Star Tours trip: the adventure continues and an exceptional meeting with a character from the Star Wars saga (valid on all days except weekends)
- 4) A breathtaking photo with the Disney Parade Performers and participation in the pre-parade and getting to admire the parade from a VIP area
- 5) A private Pirates of the Caribbean trip and an exceptional meeting with Jack Sparrow (valid only on the day after the lucky draw)
- 6) A behind-the-scenes tour of the "Lights, Motors, Action!" show and a special meeting with Flash Mc Queen (valid only on weekends)
- 7) An exclusive meeting with Mickey and Minnie and gifts

If a Winner of a Type 1 'Gold' prize cannot claim his win for reasons inherent to the Organising Company (list non-exhaustive: technical problem on above-mentioned attractions, inclement weather, event schedule, etc.) and/or due to the Winner's constraints (Winner does not have enough time between the moment when he appears to claim his win and the time of his departure or other personal constraints), he shall be awarded a substitute prize ("souvenir" gift boxes), worth € 400 Incl. of all taxes.

## **6.B TYPE 2 PRIZE - 'Silver' prizes**

Each of the 266 (two hundred and sixty-six) Winners (14 Winners/day) of a Type 2 'Silver' prize shall be hosted by a dedicated employee of the Organising Company who shall reserve for him/her and his/her companions (limited between 4 and 5 persons based on the restaurant) a meal in one of the following restaurants (depending on the day's availability and the choice of the Organising Company):

- *Buffalo Bill's Wild West Dinner Show... with Mickey and Friends!* (category 1) at the Disney Village, at a flat rate of € 43/adult. Limited to 4 people and 1 baby. Excluding on the closing days, Wednesdays and Thursdays. This show is not recommended for people with asthma or respiratory problems

- lunch at the *Bistrot Chez Rémy* at the Walt Disney Studios® Park - Emile Menu, at a flat rate of € 39.99/adult. Limited to 5 people in all.

- lunch at the Disneyland's *Cap'tain Jack Restaurant* - Buccaneer Menu, at a flat rate of € 39.99/adult. Limited to 5 people in all.

If a Winner of a Type 2 prize cannot claim his win for reasons inherent to the Organising Company and/or due to the Winner's constraints, a Photo-Pass (digital souvenir photo album) will be offered instead of a meal for 5 people, worth € 69.99 for Profiles presenting themselves before 3:00 pm; or a Disneyland Paris gift prize shall be offered instead of a meal for 5 people, worth € 50 for Profiles presenting themselves after 3:00 pm.

## **6.C TYPE 3 PRIZE - 'Bronze' prize**

Each of the 1,729 (one thousand seven hundred and twenty-nine) Winners (91 Winners/day) of a Type 3 prize shall be hosted by a dedicated employee of the Organising Company who shall handover to him/her a gift-cheque worth €5 to be used in the Park shops; the gift-cheque shall be valid for one month from its date of issue.

The prize must be accepted as is and cannot be transferred, resold or exchanged for another object or against a monetary value, or refunded.

The Organising Company reserves the right to replace a prize with a prize of equal or greater value.

## **ARTICLE 7: UNDERTAKING OF THE PARTICIPANTS - PERSONAL DATA**

The Winners hereby authorise the Organising Company to publish their last name, first name and city, without becoming entitled to any compensation or remuneration whatsoever on account of this use. Winners of Prizes 1 and 2 and their companions also agree to be photographed and/or filmed during the delivery and enjoyment of their prize. For this purpose, they shall sign a transfer of the rights of use of the images a template of which is given in Appendix 2 of these regulations.

The personal information collected as part of this Contest shall be processed in accordance with the law of 6 January 1978 concerning the processing of personal data. Players are informed that the personal data about them recorded within the framework of this Contest is necessary to take their participation into consideration. This data is collected by (i) the Marketing Store company that technically hosts the data and (ii) Facebook when using the Messenger service in accordance with its privacy policy available on: <https://www.facebook.com/about/privacy/>.

Each Player has the right to access, rectify or delete information about him/her, which may be exercised by writing to [dlp.marketing.direct@disney.com](mailto:dlp.marketing.direct@disney.com).

## **ARTICLE 8: LIMITATION OF LIABILITY**

Participation in the Contest implies that the player knows and has accepted the specifications and limitations of the Internet, specifically with regard to technical performance, response time for consulting, querying or transferring information, risks of interruption and, in general, with regard to risks inherent to any connection and transmission over the Internet, lack of protection for some data against hijacking and the risks of contamination by possible viruses which go around the network.

Consequently, the Organising Company cannot, under any circumstances, be held responsible for the following (list non-exhaustive):

- the sending and/or receiving of any data and/or information on the Internet,
- possible malfunction of the Internet network (3G, 4G receiving or WiFi connection) that may prevent the smooth conduct and operation of the Contest,
- breakdown of any receiving equipment or communication lines,
- loss of any paper or electronic mail and, in general, loss of any data,
- the operation of any software,
- consequences of any virus, computer bug, anomaly or technical failure,
- any damage to a Player's computer,
- any technical, hardware or software failure of any kind whatsoever that has prevented or limited the possibility of participating in the Contest or has damaged a Player's system.

It is the responsibility of every Player to take all appropriate measures for protecting his/her own data and/or software stored on his/her computer hardware against any breach. Every person/Player is fully liable for any connection made to the Page and for the participation in the Contest.

Given the specifications and limitations of the Internet, specifically with regard to technical performance, the Organising Company reserves the right, at its sole discretion, to modify the Contest at any time, to shorten it, extend it, to suspend it temporarily or to cancel it without it being held liable and without any compensation being claimed from it as a result.

## **ARTICLE 9: COMPLIANCE WITH THE REGULATIONS**

Regulations of the Contest apply to all the Players; participation in this Contest implies full and complete acceptance of these regulations, which will be presumed in case of any Player taking part in the Contest.

The Organising Company reserves the right to sue any person who has defrauded or has attempted to do so.

In case of breach by a Player, the Organising Company further reserves the right to exclude any participation from such Player, without any compensation being claimed by him/her.

The Organising Company cannot, however, be held liable in any manner vis-à-vis the Players because of the possible fraud committed.

#### **ARTICLE 10: DISPUTES - DISAGREEMENTS**

Any dispute or claim relating to this Contest shall be taken into consideration only within 4 weeks from its Closing Date, i.e. until 24 May 2018.

All practical difficulties in the application or interpretation of these regulations shall be settled at the sole discretion of the Organising Company.

In the event of any dispute, disagreement or difficulty in interpretation relating to these regulations, only the French version of the regulations shall prevail.

#### **ARTICLE 11: APPLICABLE LAW**

These regulations are governed by the French law.

#### **ARTICLE 12: AMENDMENT OF THE REGULATIONS**

Where fraud is established while the Contest is on, or in the event of force majeure, exceptional events or events beyond their control, the Organising Company may modify, shorten, extend, postpone or cancel the Contest, without this entitling the Players to demand any consideration.

In the event of a flaw or error in drawing the Winning Profiles or malice or fraud or any other event that has resulted in awarding a larger number of prizes than planned, only the breakdown of prizes in play, in accordance with Article 6 of these regulations, will be deemed to be valid.

#### **ARTICLE 13: FILING AND CONSULTATION OF THE REGULATIONS**

Comprehensive regulations may be viewed and printed at any time on the Disneyland Paris Facebook Page. These are also available with the organising teams, at the Mary Poppins Suite of the Disneyland Hotel, for the duration of the Contest.

A written copy of the regulations shall be sent, free of charge, to any person who requests for it. This request must be sent by mail to Euro Disney Associés S.C.A., Département Stratégie Marketing et Ventes, Bâtiment Team Disney, BP 100, 77777 Marne-la-Vallée Cedex 04. Postal costs related to sending the request for regulations shall be refunded on simple written request concomitant with the request for regulations accompanied by the Bank Account Details (French "Relevé d'Identité Bancaire" or "RIB"), on the basis of the rate for lowest-priority mail in force at the time of the request. Only one request per household, same name, same address shall be entertained.

The French version of the comprehensive regulations is filed with the Professional Civil Law Company ROCHET - BANCAUD - CARRIAT, bailiffs in Chelles (77503), 15 bis avenue Maréchal Foch.

Appendix 1 - Wi-Fi Hotspot Map of the 2 Parks - As of 26/02/2018



Appendix 2 - Template for the transfer of rights of use of the images (primary)

As part of the "Very Very Magical Days" Contest,

I, the undersigned .....  
residing at .....  
born on .....at .....

Freely and exclusively authorise the company Euro Disney Associés S.C.A (whose registered office is located at 1 rue de la Galmy, 77700 Chessy), as well as its subsidiaries and/or related companies (hereinafter "Euro Disney") to reproduce, adapt and represent, in whole or in part, my image, my voice, my name, and/or my first name, and, in particular, I authorise Euro Disney:

- (i) to reproduce them on all known or future media, for an unlimited number of broadcasts, and especially in the form of commercials, teasers (etc.) on all media such as graphic (such as catalogues, brochures, posters, leaflets, flyers, etc.), audiovisual (such as videograms, DVDs, Blu-ray, etc.), digital, off-line multimedia (such as, for example, floppy disks, CD-ROMs, DVD-ROMs, etc.), or connected network (such as internet, Intranet, Extranet, mobile phone, etc.) regardless of the technical process (including magnetic, optical, digital, analogue or other).
- (ii) to modulate, compress, decompress, digitize or use any other technical methods of storage, transfer or broadcast,
- (iii) to assemble, modify, reformat, split, segment, juxtapose them, and in particular associate them with all or part of other clips, films, images, sounds, special effects, logos, brands, including, for example, by associating them with Euro Disney games, contests or commercial offers;
- (iv) to communicate them, in all or in part, in all languages, to the public, especially for promoting Disneyland Paris as also for purpose of information, internal, external or promotional communication, in the press and on all broadcasting networks, satellite or cable networks, telematic, mobile telephony and remote information networks (including the internet, all video-sharing sites and social networking sites), in any private or public places of performance including theme parks, film screening theatres, and all leisure complexes).

This transfer is granted for a period of [XXX] from the signing of this document and is applicable for the whole world.

This authorisation is governed by the French law and any dispute relating to this authorisation shall be referred to the competent courts of Paris.

Place .....

Date \_\_\_\_\_

**\* Signature preceded with the remark "read and approved"**