# COMPETITION RULES "Céline Dion" From 2 March to 3 May 2020

### Article 1: Description of the competition

Société Anonyme des Bains de Mer et du Cercle des Etrangers à Monaco, ("SBM") located at Place du Casino, MC 98000 Monaco, Principality of Monaco, is organising a competition (the "Competition").

The Competition will take place from 2 March to 3 May 2020.

A) Entrants ("the Entrant(s)"):

Entry in the Competition is open to all adults who have joined the SBM loyalty programme (My Monte-Carlo).

Entry in the Competition is excluded for staff members of SBM and of its subsidiaries and their respective family members.

SBM reserves the right to ask any Entrant to provide proof of these conditions. Any person not fulfilling these conditions or refusing to provide proof of them will be excluded from the Promotional Operation in question and will not be able to benefit from the prize in the event of a win.

- B) Entry conditions:
- 1) Those who are already members of the My Monte-Carlo loyalty programme must express their willingness to enter by replying to the email sent to them on 29 February 2020. Their entry will then be automatically registered.
- 2) New members must:
  - a) Either, tick by hand on the membership form the box "I would like to enter the Competition to try to win 2 tickets for the Céline Dion concert on 18 July 2020 at Place du Casino in Monaco. Competition valid from 2 March to 3 May 2020."
    - Their entry will be registered as soon as their membership application is processed.
  - b) Or, click on the online membership form to tick the box "I would like to enter the Competition to try to win 2 tickets for the Céline Dion concert on 18 July 2020 at Place du Casino in Monaco. Competition valid from 2 March to 3 May 2020."
    - Their entry will be registered as soon as their membership application is processed.

SBM reserves the right to cancel entry in the Competition, in the event of closure, voluntary or otherwise, of the My Monte-Carlo account.

# Article 2: Rules (the "Rules")

Entry in the Competition implies acceptance of these Rules in their entirety, as well as the laws, ordinances and other legislation applicable in the Principality of Monaco. The Rules therefore apply to any Entrant in the Competition. They are exclusively governed by Monegasque law. The Rules are available on the SBM website: http://montecarlosbm.com.

# **Article 3: Prizes**

A) Description of the prizes:

5 prizes, each consisting of 2 tickets for the Céline Dion concert on 18 July 2020, Place du Casino in Monaco.

B) Choosing the winner

The winners will be drawn at random on 11 May 2020 at the SBM administrative offices. The five Entrants drawn at random will each win a prize. At the end of the draw, a check will be carried out to verify the winner's actual membership of the My Monte-Carlo loyalty programme. If this is not the case, the corresponding prize will be put back into play and a new winner will be drawn at random. The five winners will be informed by receipt of an email or telephone call from the Customer Loyalty Department.

The decision is final and cannot be contested.

Only Entrants who have complied with each stage of the Competition will be eligible for the draw.

#### **Article 4: Withdrawal of the prize**

The prizes will be delivered to the five winners by registered letter with acknowledgement of receipt.

The prizes awarded will not be taken back, exchanged, resold or refunded, even partially. In case of loss, theft, damage or end of validity, the prizes will not be reimbursed or replaced.

#### **Article 5: Disputes**

The Management of Société des Bains de Mer has primary jurisdiction for the settlement of disputes that may arise during the course of the Competition or for the application of these Rules.

The Management of Société des Bains de Mer and the Entrant shall however endeavour to settle amicably any dispute resulting from the application or interpretation of the Rules, before initiating any procedure whatsoever that would be subject in this case to the Courts and Tribunals of the Principality of Monaco, with the application of Monegasque law alone.

## **Article 6: Liability**

SBM shall not be liable if, due to force majeure or events beyond its control, the dates and/or times, which are the subject of the Competition, should be changed and/or cancelled.

SBM reserves the right to take legal action against anyone who has committed fraud or attempted to do so. However, SBM shall not incur any liability whatsoever towards the Entrants as a result of any fraud committed by third parties.

In particular, the fact that an Entrant registers and then enters the Competition under one or more fictitious aliases or under identities borrowed from one or more third parties will be considered as fraud, as each Entrant must register and enter the Competition under his/her own name. Any fraud will result in the elimination of the Entrant and the withdrawal of any prize won.

In the event of default by an Entrant, SBM reserves the right to automatically disqualify any entry by the Entrant, without the Entrant being able to make any claim whatsoever.

# **Article 7: Nominative information**

By entering the Competition and consequently by joining the My Monte-Carlo loyalty programme, the Entrant agrees to provide his/her personal information, which is intended solely for Groupe Monte-Carlo Société des Bains de Mer and which is mandatory when he/she becomes a member. He/she agrees to receive personalised commercial offers after behavioural analysis and for statistical purposes.

In accordance with Law no. 1.165 of 23 December 1993 as amended, on the protection of personal data, and with the legislation in force in the Principality of Monaco, any Entrant in the Competition has the right to access, rectify, oppose and erase any nominative information provided. This right may be exercised by sending an email to data-privacy@sbm.mc or by post to the Data Protection Officer, Société Anonyme des Bains de Mer et du Cercle des Etrangers à Monaco, Place du Casino, MC 98000 Monaco, Principality of Monaco.

These nominative data will be kept for the entire duration of the My Monte-Carlo membership programme and for a period of 3 years after its expiry.

Drawn up in Monaco on 22 February 2020