

RULES OF THE GAME

“Bring your top 10”

ARTICLE.1 ORGANISATION

ACCOR, a French société anonyme (limited company) with share capital of €870,366,459.00, whose registered office is at 82 rue Henri Farman – 92130 Issy-les-Moulineaux, registered in the Nanterre Trade and Companies Register under number 602 036 444 (hereinafter, the "Organising Company"), is organising worldwide, from 12 November 2018 at 00: 01 to 22 November 2018 at 23:59, a free game without any obligation to purchase (hereinafter the "Game") on the Bring Your Top 10 web page, accessible at the <https://bringyourtop10.accorhotels.com> address. This Game is called: “Bring your Top 10”.

This Game is organised exclusively on the Bring Your Top 10 web page, from 12 November 2018 at 00:01 to 22 November 2018 at 23:59 and will be available in French, English, German, Spanish, Italian, Dutch, Portuguese, Polish, Japanese and Thai.

The days and times indicated in these rules are those of the (UTC +01:00) Brussels, Copenhagen, Madrid and Paris time zone. No other time zones will be taken into account for participation in the game.

It is expressly stated that this Game is exclusively accessible via the Internet. In this respect, any participation by telephone, mobile, fax or email will not be taken into account.

ARTICLE.2 SCOPE

Participation in the Game is open to any adult natural person residing worldwide except Brazil (hereinafter "the Participant") on the start date of the Game with the exception of:

- i. ACCOR Group employees and representatives;
- ii. ACCOR Group partners and subcontractors;
- iii. family members of the persons mentioned in i, ii and iv;
- iv. generally, any company or natural person directly or indirectly involved in the creation or implementation of the Game.

ARTICLE.3 KNOWLEDGE AND ACCEPTANCE OF THE RULES

These rules govern the running of the Game and the designation of the winner(s).

Each Participant acknowledges that he/she has familiarised himself/herself with all of the rules and principles of the Game and accepts their terms. Participation in this Game characterises the Participant’s full and complete acceptance of the terms and conditions set out in these rules in their entirety, the rules of ethics in force on the Internet, and the laws and regulations in force applicable to competitions.

Failure to comply with any of the provisions of these regulations shall result in the participation being null and void.

ARTICLE.4 TERMS OF PARTICIPATION

This “Bring your Top 10” game is a random draw.

To take part, each participant must complete the following steps:

- Click the "**PARTICIPATE**" button;
- Register on the site to create an account by entering an email address and a password on <https://bringyourtop10.accorhotels.com>;
- Complete the registration form by filling in the required fields (last name and first name, country of residence and email address);
- Confirm their entry by clicking the corresponding button;
- Answer each of the 10 (ten) questions that will be asked on the site (based on 1 (one) question per day);
- Confirm their response by clicking the corresponding button;
- Then specify the names of the 10 (ten) people of their choice as well as the 10 (ten) top travel destinations;
- Participate in the Competition before 22 November 2018 at 23:59 (French time, UTC/GMT +1).

The Participants authorise the Organising Company to carry out all necessary checks with regard to their identity and age. Any false information will result in the Participant being eliminated, as will all confirmed multiple entries.

The Participant must indicate his/her country of residence on the registration form when registering for the competition.

The game takes place exclusively on the Internet (any other method of participation – particularly postal – is excluded). Only one participation per Participant will be accepted.

ARTICLE.5 SELECTION OF THE WINNER/WINNERS

The winner will be selected in accordance with the following procedure:

- The winner will be the Competition participant who will have the highest number of points in relation to each of the 10 (ten) questions that will be asked on the site.

The number of points with regard to the answers given to the 10 (ten) questions will be calculated by the bailiffs’ firm indicated in Article 11 of these rules.

In the event of several participants having the same number of points, the winner will then be chosen by a random draw, which will be carried out on Monday, 26 November 2018 in Paris in order to select 1 (one) single winner. This random draw shall be carried out by the bailiff's firm indicated in Article 11 of these rules.

ARTICLE.6 ALLOCATION OF PRIZES

The winner will be awarded the following prize:

- A Trip with 10 people of his/her choice (11 (eleven) people in total) up to a maximum of 2,500 (two thousand five hundred) euros per person for the flight plus hotel stay trip.

Only one prize will be allocated per household (same name/same address and/or same email address).

The prize is personal, non-transferable, non-exchangeable and non-modifiable.

The Organising Company shall not be held liable for any use made of the prize by the Winner/Winners. Any resale of the prize by the winner/winners is strictly prohibited. The Organising Company shall not be held liable for any disputes relating to the terms of allocation of the prize.

ARTICLE.7 INFORMING THE WINNER/WINNERS

The winner will be informed by email and in any event before 31 December 2018. The said email shall be sent, to the email address provided by the winner, to the winner and to the 10 (ten) people whose emails have been communicated by the winner, provided that they have sent a valid address for each participant. It must be noted that the provision of incomplete or inaccurate details shall prevent the prize from being awarded without the Organising Company being held liable.

The winner will then have a period of 7 (seven) days, effective from receipt of the said email, to come forward to the Organising Company in order to validate his/her prize.

In the absence of a response within the aforementioned period, the winner shall be deemed to have given up his/her prize. The Organising Company shall then select a new winner, in accordance with the same terms and conditions as set out in Article 5 above.

The 10 (ten) prize participants selected by the winner each have a period of 7 (seven) days, effective from receipt of the email, to confirm their participation.

If one of these participants fails to respond within the aforementioned period of 7 (seven) days, the winner will then have a period of 3 (three) days, following the initial period of 7 (seven) days applied to the list of participants selected by the winner, to change the name of the defecting participant(s) and provide a final list of the 10 (ten) participants who will travel with the winner.

Once this last period of 3 (three) days has elapsed, the winner will no longer be able to modify the list of participants, which will thus be considered final.

The winner's name will be available from the Organising Company and the bailiffs' firm indicated in Article 11 of these rules.

ARTICLE.8 INTELLECTUAL PROPERTY

8.1 Intellectual Property of the Organising Company

Participation in the Game does not assign any of the Organising Company's intellectual property rights to the winner and the participants. Also, in accordance with the provisions of the Intellectual Property Code, the reproduction, representation and/or exploitation of all or part of the elements (graphics, texts, etc.) comprising this Game as well as the <https://bringyourtop10.accorhotels.com> web page are strictly forbidden. All the brands, graphics and product names mentioned are trademarks, graphics or product names registered by the ACCORHOTELS group.

All use of the elements of the Game, regardless of the manner thereof, is subject to compliance with the related intellectual property rules.

8.2 Transfer of the winner's and participants' image rights

8.2.1 Authorisation to use the image rights of the winner and the participants

By participating in this Competition, the winner and the participants undertake to assign to the Organising Company, exclusively and for the whole world, the rights relating to their image under the conditions mentioned below.

As such, and as soon as the winner and the list of participants is finalised and published, ACCORHOTELS will, with each of the winners and participants, conclude a contract for the transfer of image rights under the conditions mentioned below.

It should be noted that the winner undertakes to ensure that the 10 (ten) participants in the prize selected by the winner are duly informed of the fact that a transfer of image rights will be concluded by ACCORHOTELS with each of them.

8.2.2 Scope of rights assigned by the winner and the participants

By their sole participation in this Competition, the winner and the Participants selected by the winner agree that their last name, first name, pseudonym, as well as, if applicable, all other attributes of their personality, taken together or separately, and, more generally, all matters pertaining to them (hereinafter collectively referred to as the "Image"), shall be fixed, reproduced and used, free of charge, by the Organising Company, for dissemination to the public for the purposes of any communication relating to the Competition, in any manner and on any known and future medium whatsoever (paper, computer, digital, Intranet, etc.), integrated with any other material (photographs, drawings, illustrations, videos, animations etc.), and by any means of dissemination.

The media thus produced may, in particular, be used without the following list being exhaustive:

- on the landing page and on the Organising Company's website as well as on all its social networks (Facebook, Instagram, etc.);
- in the press, for any publication relating to the Competition (notably books, brochures);
- for the internal communication of the Organising Company in France and abroad;
- for journalistic information and public relations (particularly on all press files and press releases for journalists).

Consequently, the winner and the participants, by taking part in this competition, give their express consent to ACCORHOTELS to photograph and/or film or have a third party photograph and/or film their image and to directly or partially exploit their image as captured and/or filmed with their agreement by the photographer and/or the director present.

Thus, the winner and the participants agree that their image will be used for all communications related to the Competition but also for all promotional and commercial purposes, as soon as it is intended to promote the ACCORHOTELS group, its brands, its values and all its activities, both in the context of its internal communication and its external communication, i.e. in particular for

the attention of its employees, managers, shareholders, and its external communication, i.e. for the attention of the general public, its customers, partners, suppliers and institutions.

Therefore, in full knowledge of the facts, the winner and the participants agree that their image should be used for an unlimited number of uses, together or separately, in whole or in part, and that they may be associated with a text or a comment if they are not denigrating, defamatory or offensive. Subject to these limits, ACCORHOTELS shall have full freedom to choose photographs/sequences, editing and any cutting. No validation, in any form, of the selected photographs/sequences representing the winner and the participants will be necessary.

ACCORHOTELS undertakes to only disclose, in addition to the image of the winner and the participants, personal information (last name, first name, age, etc.) and private information concerning them that is strictly necessary for the public to be properly informed.

The rights assigned on the image of the winner and participants include the right to reproduce and communicate to the public my image in all formats, by any technical means and on any medium and in particular in any book, newspaper, periodical, booklet, brochure, catalogue, guide, diary, display, game, post card, photocopy, microfiche, microfilm, on any form of electronic, digital or video publishing, and in particular by CD-Rom, CD-I, CD-photo, DVD, Internet, Intranet, mobile telephony, for any form of diffusion like the cinema, terrestrial television, by satellite, by cable operator, by TNT, by any Internet site specialised in the diffusion of videos such as Dailymotion and YouTube, any social network such as, notably, Facebook, Twitter, Pinterest, Instagram, Weibo, Wechat, LinkedIn and iTunes, as well as, in general, any other existing or future support and any existing or future process.

This authorisation also applies to the adaptation, integration and dissemination of the image, words, name and quality of the winner and participants, in whole or in part, in any literary, audiovisual or multimedia work and on all the media defined above.

The aforementioned rights may be used directly by ACCORHOTELS and/or indirectly by any company which ACCORHOTELS deems it useful to replace itself with or assign the benefit of this agreement to, in particular by means of sale, rental, exchange or loan, in accordance with the stipulations and purpose of this authorisation.

The winner and the participants waive the right to claim payment or compensation from ACCORHOTELS and any third party authorised by it in respect of the exploitation of their image.

It is hereby stated that this transfer of image rights is valid for a period of 30 (thirty) years and also binds my successors and heirs.

The winner and the participants guarantee that they are not bound by any agreement with a third party, of any kind whatsoever, whose purpose or effect is to limit or prevent the implementation of this authorisation

8.2.3 Territorial scope of the transfer of the image rights of the winner and participants

The present transfer of image rights as well as the transfer of image rights that will be concluded between the winner, the participants and ACCORHOTELS are made worldwide.

ARTICLE.9 PARTICIPATION VALIDITY CHECK

The Organising Company reserves the right to carry out any useful verification enabling it to ensure that each participation complies with all the provisions of these rules. To this end, the Organising Company may in particular verify:

- The identity of the winner;
- The winner's unique participation.

ARTICLE.10 EXCLUSION OF THE ORGANISING COMPANY'S LIABILITY

Participating in the Competition implies unreserved acceptance of these Rules. Failure to comply with the terms of participation set out in the Rules and, in general, any inaccurate or misleading declaration, or any fraud will result in the disqualification of the winner and of the Participant(s) from the Competition.

However, the Organising Company shall not be held liable in any way vis-à-vis the winner of and the Participant(s) in the Competition for any fraud that may have occurred. In particular, the winner and/or one of the Participants shall be deemed to have committed fraud if they register and then take part in the Competition under one or more fictitious names or ones borrowed from one or more third parties. Note that each Participant must register and participate in the Competition under their own name. Any fraud will result in the elimination of the winner and/or Participant(s).

The Organising Company has implemented the necessary technical means to demonstrate the participation or non-participation of a Participant in the Competition. It is therefore agreed that, unless there is a clear error, the data contained in the information systems of the Organising Company, the technical service providers and/or subcontractors that the Organising Company may use for the purposes of organising and/or managing the

Competition is conclusive in terms of the connection elements and the Information resulting from computer processing relating to the Competition.

It is agreed that, except in the case of manifest error, and in particular for the purpose of proving any act, fact or omission, the Organising Company may make use of all programmes, data, files, recordings, operations and other elements (such as follow-up reports or other statements) of an electronic or computerised nature, format or medium, created, received or kept directly or indirectly by the Organising Company, including in its IT systems.

The winner and/or the Participant(s) undertake not to contest the admissibility, validity or evidentiary weight of the elements of an electronic or computerised nature, format or medium as mentioned above, on the basis of any legal provision whatsoever or by specifying that certain documents must be written or signed by the parties to constitute evidence.

The considered items therefore constitute evidence and, if they are produced as evidence by the Organising Company in any proceedings, contentious or otherwise, they shall be admissible, valid and enforceable between the parties in the same way, under the same conditions and with the same evidential force as any written document that may be drawn up, received or stored.

Any difficulty relating to the application or interpretation of the Rules shall be decided by the Organising Company.

The Organising Company reserves the right to suspend, postpone, extend or cancel the Game without notice in the event of force majeure, after being informed by any appropriate means. Its liability cannot be incurred thereby.

The Organising Company shall not be held liable for disruptions to the Internet or electricity network, misuse of the Internet, malfunction of the reception equipment or any other incident relating to the smooth running of the Game, and which could prevent an Internet user from playing before the deadline.

Each winner and/or Participant is responsible for taking all appropriate measures in order to protect their own data and/or software stored on their computer equipment against all attacks. Any person connected to the page and taking part in the Game is under the full responsibility of the winner and/or Participants. The winner and/or any Participant trying to intervene in any way whatsoever in the Game's computer system, notably to win or to attempt to win, will be excluded from the Game. Furthermore, the Organising Company reserves the right to sue anyone who has committed fraud or attempted to do so.

The Organising Company shall not be held liable for any loss of any kind:

- due to the malfunction of the site, computer errors, the existence of viruses or other problems that could cause damage;
- due to the occurrence of events with the characteristics of force majeure (strike, bad weather, war, attack), partially or totally depriving the winner(s) of the benefit of his/her/their prize;
- due to any incident occurring to the winner(s) when enjoying his/her/their prize.

The Organising Company shall not be held liable in the event of rejection of any participation that does not comply with all the provisions of these rules.

ARTICLE.11 DEPOSIT AND ACCESSIBILITY OF THE RULES

The full rules of the Game are deposited with SCP PAPILLON LESUEUR, bailiff, 11 boulevard de l'Europe, 91000 EVRY.

The rules of the Game are also available on the web page at the following address <https://bringyourtop10.accorhotels.com>. The Rules may be amended by the Organising Company at any time in the form of an amendment. This will then be sent to the bailiff for registration and online changes.

The Rules can be viewed online and downloaded free of charge at the following link: <https://bringyourtop10.accorhotels.com>.

In the event of a difference between the version of the Rules filed with the bailiff and the version of the Rules accessible online, the version deposited with the bailiff shall prevail.

The Organising Company reserves the right to amend the articles of the rules and, in particular, the rules of the game and the prizes awarded, mainly to take account of changes in legal, regulatory or administrative provisions and court decisions. Each modification shall be the subject of an amendment to the Rules. This amendment will be communicated jointly with the Rules to any person who has requested communication of the said Rules. No correspondence shall be entered into in respect of any request by telephone or in writing concerning the interpretation or application of these Rules, the mechanisms or terms and conditions of the Game and/or the selection of the Winner(s).

The rules are sent free of charge to any person by making a written request before the end date of the Game (as evidenced by the postmark) to the address of the Game.

ARTICLE.12 PERSONAL DATA

The personal data of the winner and/or Participants is processed in accordance with the regulations applicable to personal data. Personal information communicated by the winner and/or the Participants is necessary to manage their participation in the Competition and is reserved for the Organising Company, its partners and subcontractors. It shall not be used for any purpose other than participation in the Competition and related internal and public communication nor transferred to third parties, except to obtain prior authorisation from the Participants for this purpose.

For their participation in the Game to be taken into account and validated, the winner and/or the participants must provide certain personal information concerning them, such as: Title, Last name, First name, Email address, Address, Post code, date of birth, etc. The processing of this data is necessary to take this participation into account, to determine the winners and to award the prizes.

This data is intended for the Organising Company, Data Controller, solely for the purposes of organising the Game. The Organising Company reserves the right to have it processed by a subcontractor or partner meeting the legal and regulatory requirements relating to the protection of personal data, whether in terms of confidentiality, security or its location. Under no circumstances will the personal data collected be transferred to third parties for commercial purposes.

The winner and/or the Participant(s) are also informed that, unless otherwise provided for by the law or regulations, the data collected will be retained for the time needed for the duration of the processing. They can also lodge a complaint with a supervisory authority.

The postal or telephone contact details or email address sent by the winner and/or the Participant(s) in connection with the Competition will be used to contact the Winners.

Each participant may exercise their rights (access to data, rectification, deletion or opposition to processing) by writing to the Data Protection Officer of the Organising Company at the following address: accorhotels.dpo@accor.com. The Participant or voter shall ensure that he/she has indicated his/her last name, first name, valid contact email and postal address and shall, imperatively, attach a copy of a valid proof of identity with his/her signature to his/her request.

The Organising Company undertakes, with regard to the persons concerned, to take all necessary precautions to preserve the security of information and in particular to prevent it from being communicated to unauthorised third parties.

Persons exercising the right to erase their data before the end of the Game shall be deemed to waive their participation.

ARTICLE.13 CONFIDENTIALITY

The winner and/or the Participant(s) declare that they are aware of the fact that all information and documents concerning or originating from the Organising Company and which will be communicated directly to them by the latter or its representatives are confidential information of the Organising Company (“Confidential Information”).

Accordingly, the Participant undertakes to maintain complete confidentiality regarding the Confidential Information and to use it exclusively in the context of the Competition for which it was communicated to them. He/She undertakes to share it only with those persons in the Competition who must read it for the purposes of the Competition and not to disclose it or communicate it to third parties in any form whatsoever.

The Participant acknowledges that the breach of these obligations could constitute a significant loss for the Organising Company and could incur his/her liability.

This confidentiality undertaking is valid for the duration of the Competition until the award of the prizes and lasts for a period of 1 year beyond that.

ARTICLE.14 INTELLECTUAL PROPERTY RIGHTS

In accordance with intellectual property laws, any partial or complete reproduction or representation of all or any of the elements comprising the Competition is strictly forbidden. The brands used are brands that have been registered by their respective owners.

All trademarks, logos and other distinctive signs reproduced on the various communication media dedicated to the Game are or may be the exclusive property of their holders and are or may be protected.

Any unauthorised reproduction of these trademarks, logos and signs constitutes or is likely to constitute an infringement liable, in particular, to criminal penalties.

All use of the elements of the Game, regardless of the mode, is subject to compliance with the rules of intellectual property.

ARTICLE.15 APPLICABLE LAW AND LANGUAGE OF THE RULES

These rules are governed by and subject to the provisions of French law.

They are drafted in the French language (and translated into English). In the event of a contradiction with any version in a foreign language, the provisions of the French version shall prevail.

ARTICLE.16 COMPLAINTS AND JURISDICTION

Any questions or complaints must be raised with ACCORHOTELS.

To be taken into account, any claims relating to the Game must be made in writing, with mention of the last name(s), first name(s) and personal details, to the following address: ACCORHOTELS, 82 Rue Henri Farman, 92130 Issy-les-Moulineaux and no later than 10 (ten) days after the deadline for participation in the Game.

In the event of a dispute arising from the interpretation or performance of these rules, the Participant and the Organising Company shall first seek an amicable settlement. The Participant may use a conventional mediation procedure or any other alternative dispute resolution method.

Any dispute is brought before one of the courts with territorial jurisdiction pursuant to the provisions of the Code of Civil Procedure or the Consumer Code.