



## **GAME SWEEPSTAKE RULES**

### **TICKET TO RIDE: NEW YORK**

#### **ARTICLE 1 – ORGANIZING COMPANY AND PERIOD**

**DAYS OF WONDER**, an affiliate of the Asmodee Group, a limited liability company existing under the laws of **FRANCE** registered at the Registry of Commerce of Versailles under number B 443 656 277 with a capital of **10 000,00 euros** and having its registered offices at 18 RUE JACQUELINE AURIOL, 78280 GUYANCOURT FRANCE (hereinafter “DAYS OF WONDER” or “Organizing Company”) organizes from **July 9, 2018 at 15.00 pm** (French time) to **July 18, 2018 at 00.00** (French time), these dates and times included, a Sweepstakes free of charge, no purchase necessary, tentatively or definitively entitled **TICKET TO RIDE: NEW YORK**, (hereinafter the “Game”).

**NO PURCHASE, PAYMENT OR DONATION IS NECESSARY TO ENTER OR WIN ANY SWEEPSTAKE/PRIZE OFFERED VIA DAYS OF WONDER.**

#### **ARTICLE 2 - ELIGIBILITY**

This Sweepstakes is only open to persons aged 21 or more and legally residing in France, the United States of America, Norway, Sweden, Finland, Spain, the United Kingdom, and the Netherlands with an internet connection, a Facebook account and subscribed to the official Facebook page of DAYS OF WONDER, (hereinafter the “Entrants”).

Employees of Organizing Company and any person who has directly or indirectly participated in the conception, the realization or the management of the Game, including their spouses (marriage, civil union, common-law marriage), families’ members: ascendants and direct descendants or other relatives: household and non-household members.

The Organizing Company may at any time request from any Entrant to demonstrate compliance with the Rules and eligibility requirements set forth herein. Any Entrant who does not comply with the Rules and requirements set forth herein or who refuses to demonstrate compliance with such, will be excluded from the Game and will not be able, in case of prize award, to obtain it.

Only one entry per person is allowed (same last name, same first name, same Facebook). The Organizing Company may at any time carry out any verification for compliance with this rule. Should an Entrant enter multiple times, only his/her first entry will be taken into account.

By participating to the Game, the Entrant agrees to be fully and unconditionally bound by these rules (the “Rules”), the rules of professional conduct in force on the internet, as well as all applicable laws and regulations for free games in force in the French territory.

This Game is available on Facebook but is not sponsored, endorsed or administered by Facebook, nor is it associated with it. Facebook may not be held responsible for any element of this Game.

#### **ARTICLE 3 – HOW TO ENTER**

##### **3.1 Game Announcement**

The Game announcement is made on the DAYS OF WONDER Facebook page <https://www.facebook.com/daysofwonder/> (hereinafter the “Facebook Page”)

##### **3.2 How to Participate**



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To participate to the Game, Entrants must answer the question asked by the Organizing Company on the Facebook Page between July 9, 2018 and July 18, 2018. This question will relate to the board game "Ticket to Ride: New York".

Entrants are permitted to answer the question by posting once comments. It is reminded that only one entry per person is allowed.

The answer to be valid must be free of any spelling errors and/or typos.

A random draw will be made in accordance with the conditions set forth below under Article 5.

### **3.3 Requirements for Participating in the Game**

Entries must fulfill all requirements, as specified, to be eligible to win a prize.

Entries that are incomplete, fraudulent or erroneous will be disqualified.

If an Entrant uses any fraudulent methods or otherwise attempts to circumvent the Rules will be removed from eligibility.

In the event the Game requires an Entrant's contribution (photography, video, drawing, commentary, etc.) (hereinafter the "Contribution"), the Organizing Company shall, in its sole discretion, disqualify Entrants whose Contribution contains elements, comments or remarks that:

- ✓ Are unlawful;
- ✓ Are pornographic, pedophile, racist, or xenophobic;
- ✓ Are defamatory or infringe upon any third party's rights including but not limited to reputation and honor;
- ✓ Incite to crime, hatred, violence, suicide;
- ✓ Contain and/or are accompanied by slanderous, denigrating, insulting, offensive, degrading, defamatory, detrimental to honor and/or respect of persons;
- ✓ Disrupt law and order;
- ✓ Infringe upon any right whatsoever, including but not limited to, copyrights, patents, trademarks or any other intellectual property rights,
- ✓ Incite to disorderly conduct;
- ✓ Are not in conformity with the rules and regulations in force;
- ✓ Would likely harm his/her image.

This list is not exhaustive.

Each Entrant warrants **(i)** that his/her Contribution can be used as provided for under Article 10 below and **(ii)** in this regard, he/she releases the Organizing Company from any and all claims.

### **ARTICLE 4 - PRIZES**

The Game is endowed with the following prizes which shall be attributed to the Entrants chosen by random drawing as provided for under Article 5 below (**hereinafter the "Winning Entrants"**)

The following prizes will be awarded:

**First winner:** Gift certificate (a voucher) for a trip to New York, USA, of a total value of three thousand five hundred euros (€ 3 500.00) incl. VAT (**hereinafter the "Trip"**) issued by AGIS VOYAGES, the partner travel agency of the Organizing Company.



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The Winning Entrant will receive an electronic voucher bearing a code. Such Entrant will be able to book the Trip with the travel agency by e-mail sent to: [agence.saintquentin@agisvoyages.com](mailto:agence.saintquentin@agisvoyages.com). The e-mail shall contain in the "Subject" field the following mandatory information: the voucher's code and the "TICKET TO RIDE: NEW YORK CONTEST" title.

The Winning Entrant shall have (i) to provide the travel agency with a pdf copy of his/her passport and of the Attendant's, sent by e-mail, and (ii) sign a formal document confirming dates of travel.

#### **Trip's Specifics**

- Valid for two (2) persons, The Winning Entrant and one (1) accompanying person (the "Attendant") of his/her choice;
- Duration: five (5) days four (4) nights. The Trip must be made between February 1, 2019 and June 1, 2019 the latest, school periods excluded;
- It is the Winning Entrant's responsibility to verify if his/her Attendant fulfill all requirements, i.e.; medical, administrative such as a valid passport, mandatory vaccine(s), etc. so that such Attendant can profit from the prize. The Organizing Company shall in no way be held responsible for the Winning Entrant's failure to proceed with the verification described in the preceding sentence;
- If the Winning Entrant's Attendant is minor he/she must be accompanied by his/her father, mother, or legal guardian (at his/her sole expenses), if such Attendant is not the Winning Entrant;
- The Winning Entrant must have a personal valid e-mail address;
- The Winning Entrant must have a valid debit/credit card so as to check-in at the hotel (deposit).
- The trip includes:
  - 2 (two) roundtrip airline tickets, standard class, flying on the airline company chosen by the travel agency AGIS, between the days and times chosen by the Winning Entrant;
  - Lodging for 4 (four) nights in a 4\* hotel chosen by the travel agency AGIS, one double room.
  - Transfers airport/hotel and hotel/airport for the Winning Entrant and his/her Attendant.
- The Trip does not include:
  - Ancillary costs, including but not limited to: hotel room's mini-bar, extras taken at the restaurant, airport taxes, transportation: departure point/airport/arrival point of the Winning Entrant and his/her Attendant, insurances, visas, etc. shall be solely borne by the Winning Entrant and his/her Attendant.

**From the Second to the Eleventh Winner:** One (1) copy of TICKET TO RIDE: NEW YORK of a value of twenty euros (€ 20.-) incl. VAT

Actual value of the prizes is decided on at the drafting of the Rules **and may differ at time of prize awards.**

Any and all prize related expenses - shipping costs excepted - pursuant to Article 6 below and shall be fully borne by Winning Entrant which he/she fully accepts. The Winning Entrant hereby irrevocably waives to dispute and/or claim any compensation from the Organizing Company and the contractors and partners.



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Prizes must be accepted by the Winning Entrants as awarded and ARE NOT **(i)** convertible to cash, other goods, or services and **(ii)** transferable to any third party.

The Winning Entrants hereby fully understand, acknowledge and agree that the Organizing Company reserves the right to substitute an actual/appraised prize with one of equal value for any reason beyond its control including but not limited to a failure of its providers or unforeseen circumstances. Winning Entrants shall be informed of such substitution.

For sake of clarity, it is here specified that the Organizing Company will not provide any services nor guarantees relating to the use of the prize(s).

### **ARTICLE 5 – DRAW AND WINNING ENTRANTS SELECTION**

On July 19, 2018, a random draw will be made from all the correct answers by the Organizing Company and eleven (11) Entrants will be selected.

To that end, the Organizing Company will use an entirely randomized algorithm generated by the Facebook Game Sweepstakes application under the supervision of a staff member of the Organizing Company or any other person designated by it.

### **ARTICLE 6 – NOTIFICATION TO WINNING ENTRANT(S) AND SHIPPING/PRESENTATION OF PRIZES**

Only the Winning Entrants will be notified of the random draw results by private message on Facebook WITHIN SEVEN (7) DAYS from such draw.

With regards to prizes N°1 to 11 if first rank Winning Entrant(s) cannot be notified on or before August 1, 2018, **because of his/her/their failure to provide correct contact information** or if the Winning Entrant(s) refuse(s) their prizes, then another drawing will be held by the Organizing Company and the prizes N°1 to 11 shall be awarded to the alternate Winning Entrants.

Should the Winning Entrant(s) fail to respond or follow up on the notification sent by the Organizing Company on or before August 1, 2018, the prize shall be deemed refused by such Winning Entrant(s).

From the second to the eleventh Winning Entrant: will receive their prizes within three (3) weeks following the notification.

The Organizing Company or any the affiliates of the Asmodee Group shall bear all costs for shipping the prizes within the countries included in this Sweepstakes, i.e.; France, the United States of America, Norway, Sweden, Finland, Spain, the United Kingdom, and the Netherlands.

Any additional cost for taking possession of the prizes shall be borne by the Winning Entrants. The Winning Entrants hereby irrevocably waives to claim any compensation from the Organizing Company and/or the contractors and/or partners.

Any prize that would be returned by the post office or the contractor in charge of the shipping, for whatever reason (for example: "no longer at this address"), shall be considered as permanently refused by the Winning Entrant who in such case shall have no grounds for claim.

If a Winning Entrant does not or cannot, for any reason whatsoever, take possession of the prize or benefit from all or part of the awarded prize as provided for under these Rules, such prize shall be



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considered as having been permanently refused by the Winning Entrant who in such case shall have no grounds for claim.

Entrants who have not won will not receive any message.

#### **ARTICLE 7 – RIGHTS GRANTED BY THE ENTRANTS - PRIVACY AND PUBLICITY RIGHTS OF THE ENTRANTS**

By entering the Sweepstakes, Entrants grant the Organizing Company - without any compensation, right, or advantage - the right to use, **and reproduce** their last and first names, **and/or their biography, and/or** their image (**together their “Likeness”**), as follows:

- In any and all communication media, **including without limitations**, print, audiovisual, digital, electronic materials (press, internet, posters, etc.) whether now known or hereafter devised;
- In any and formats;
- Worldwide;
- For a term of three (3) years from the end date of the Game;
- For any and all communications to the general public, for advertising or advertising/promotional events related to the Sweepstakes.

Should the Entrants refuse to the use and reproduction of their Likeness, they must notify the Organizing Company of such by way of an e-mail sent at: **jeuxconcours@daysof wonder.com**.

#### **ARTICLE 8 – LIMITATION OF LIABILITY**

By entering this Sweepstakes, Entrants agree to release and hold harmless the Organizing Company from any liability that may occur, i.e.:

If the Organizing Company has to cancel, prolong, shorten, postpone, or modify the Game herein, due to force majeure causes;

If the prizes, including without limitation, are delayed, lost, stolen, damaged, misdirected, undelivered by the mail services;

If the Entrants are fully or partially deprived of participating to the Game and if the Winning Entrants are fully or partially deprived of their prizes due to force majeure causes (strikes, floods, etc.);

If the shipping of the prizes is delayed due to a failure of the Organizing Company's contractor. If the prizes, including without limitation, are delayed, lost, stolen, damaged, misdirected, undelivered by the shipping contractor;

If the Winning Entrants possession, use or misuse of the prize or any portion thereof results in an accident. It is the Winning Entrants' responsibility to be appropriately insured.

Winning Entrants agrees to release and hold harmless the Organizing Company, its contractors, and partners from any liability that may occur once the Winning Entrant(s) have taken possession of their prizes.

Further, the Organizing Company shall not be held liable for direct or indirect damages, whatever the causes, origins, nature, or consequences, even though the Organizing Company may have been advised of the likelihood of such damages, caused by reasons of without limitation:



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1. the malfunctioning of the algorithm, the internet network and/or any computer, and/or hardware and/or software and/or database of an Entrant or of any person or company in relation with the organizing of the Game, and more generally, any problem deriving from (tele)communication networks, processes, and services, from computers (on and offline), servers, internet service providers (the "ISP") and/or web hosts, computer hardware, databases, and personal data;
2. Anyone's access to DAYS OF WONDER's website (the "Website") or inaccessibility to it;
3. Accessibility or inaccessibility to the Website, including any tampering, virus, bug infecting the computer hardware of the Entrant, and/or the Organizing Company's and/or any other property.

### **ARTICLE 9 – FREE OPERATION**

For information, the Entrants using Internet service providers integrating globally the telephone and internet connections into the current offers and services, the participation in the Game is free of charge, the participants in the Game declaring that they already have it available for their own use.

### **ARTICLE 10 – INTELLECTUAL PROPERTY**

#### **10.1 Assignment of Rights - Ownership of Entrant**

By entering this Sweepstakes and in case participation in the Game requires any Contribution from Entrant, Entrant hereby irrevocably assigns, conveys or otherwise transfers - without any compensation or any advantage - on a non-exclusive basis to the Organizing Company or any third-party substituting for the Organizing Company, all his/her intellectual property rights in and to the Contribution.

Therefore, the Organizing Company or any third party substituting for the Organizing Company shall have the rights to:

- ✓ Reproduce, modify, adapt, digitize, duplicate, or record the Contribution, in whole or in part, by any technical processes whether now known or hereafter devised (including but not limited to print, audiovisual, digital, electronic materials), in all formats, without limitations to the number of reproductions;
- ✓ Display, exhibit, broadcast and exploit the Contribution, by any process, including without limitation via digital online transmission, communication processes, via all networks and/or any mobile or landline terminals, and by all communications processes, on all networks and/or current or future digital systems such as internet (including social networks and file sharing websites), intranets, extranets...

Given the interactive nature of the internet, Entrant understands, acknowledges, and agrees that his/her Contribution may be presented, displayed, reproduced or otherwise exploited in whole or in part, in different contexts, associated **or not** with other works, bear hypertext links, to which Entrant expressly agrees.

This assignment is worldwide and for a term of 6 months commencing on the date the Contribution is first published.

Entrant represents and warrants **(i)** that he/she is the sole owner of all rights, titles, and interests in the tangible form of the Contribution and all intellectual property rights protecting it; **(ii)** that the



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Contribution and the intellectual property rights protecting it is free and clear of all encumbrances, including without limitation, liens, charges, or other restrictions; **(iii)** has full power to assign his/her rights to the Organizing Company for the uses hereabove specified.

Entrant further represents and warrants **(i)** that the reproduction, modification, adaptation, duplication, recording, display, exhibition, broadcasting, and exploitation of the Contribution shall not violate the intellectual property rights of any third parties that have participated, directly or indirectly, in and to the Contribution, including without limitation copyrights or neighboring rights, trademarks, privacy rights, or publicity rights; **(ii)** has obtained all property releases and/or model releases especially if the depicted person(s) is/are minor(s); **(iii)** has obtained all authorizations for the inclusion of excerpts, if any, including but not limited to, non-public domain movies, music, works of graphic and plastic arts, photographs and has fulfilled all the obligations resulting therefrom.

Entrant must **(i)** have full ownership of all rights in and to the Contribution so as to enter the Game; if need be **(ii)** have all property releases, model releases, and authorizations for securing the reproduction, modification, adaptation, duplication, recording, display, exhibition, broadcasting, and exploitation of the Contribution by the Organizing Company or any third party substituting for the Organizing Company.

To that end, Entrant agrees to release and hold harmless the Organizing Company or any third party substituting for the Organizing Company from and against any and all claims based on copyright infringement, trademark infringement, invasion of privacy or any other intellectual property related cause of action.

#### **10.2 Ownership of the Organizing Company**

Reproduction display, or exploitation of all or in part of the elements forming the Game, Rules included are strictly prohibited.

All trademarks, logos, texts, images, videos and other distinctive signs reproduced on any communication medium relating to the Game, [including the Site] and on sites to which it allows access via hypertext links, are the exclusive property of their owners and are protected as such by the provisions of the Code of Intellectual Property for the whole world. Their unauthorized reproduction constitutes an infringement and can be deemed a criminal offense.

Any unauthorized reproduction of these trademarks, logos, and signs, in full or in part, constitutes an infringement and can be deemed a criminal offence.

#### **ARTICLE 11 – OBTAINING THE RULES**

- Rules are accessible on DAYS OF WONDER's official Facebook page [VALID LINK >> <https://cdn.daysofwonder.com/uploads/userpages/2070192/ 7787.pdf>

Rules can be sent upon request, at no cost to requestor (postage reimbursed if asked for) sent to the Organizing Company at the following address: [jeuxconcours@daysofwonder.com](mailto:jeuxconcours@daysofwonder.com) - DAYS OF WONDER – 47 rue de l'Est 92100 Boulogne-Billancourt – France.

Rules can be accessed on the following websites (cf. connection cost reimbursements Article 9):

- Website of the Organizing Company: [www.daysofwonder.com](http://www.daysofwonder.com)

#### **ARTICLE 12 – DECISIONS OF THE ORGANIZING COMPANY**



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The Organizing Company reserves the right to amend, at any time the Rules and take any decisions it deems fit relating to the enforcement and interpretation of the Rules. In particular, the duration of the Game can be prolonged, shortened, or **otherwise** modified. The Organizing Company will notify Entrants of such by the means it deems fit. The Organizing Company further reserves the right, without prior notice **or obligation**, to modify, prolong, shorten, suspend, postpone, or cancel the Game or one or several Game sessions, or to modify access and/or operating procedures.

The decisions of the Organizing Company with respect to all aspects of this Sweepstakes are final and binding on all Entrants without right of appeal.

### **ARTICLE 13 – USE OF ENTRANT’S PERSONAL DATA**

The personal data collected from each Participant, both during the participation in the Game, and, where appropriate, when a prize is awarded, are subject to the provisions of [Law no. 78-17 of 6 January 1978 on computer, files and freedoms amended (hereinafter the "Data Protection Act")]

Personal data collected from Entrants, both during their participation in the Game, and, where appropriate, at the time of the prize allocation are subject to the provisions of [the Act n° 78-17 of 6 January 1978 on information technology, data files, and civil liberties (the "Information Technology and Civil Liberties Act")]. These personal data are collected and processed by the Organizing Company and the affiliates of the Asmodee Group solely for purposes of this Game.

Entrants' data will be recorded and used by the Organizing Company to memorize their participation in the Game and allow the allocation of prizes. Data of the Winning Entrants will be communicated to the contractor/technical partner of the Organizing Company for the sole purposes of prize delivery.

The Organizing Company keeps Entrants' personal data only for the period necessary to fulfill the above described objectives, in compliance with applicable law.

[Subject to the express prior consent of the Entrants, personal data collected from each Entrant may be used by the Organizing Company [and the affiliates of the Asmodee Group] to better serve and inform the Entrants of new products, and services of the Organizing Company which may be of interest to the Entrants, and, including without limitation, for promotional campaigns, contest games, Sweepstakes, loyalty programs, determining consumer profiles, commercial offers, co-marketing campaigns, invitations to events, market studies, etc.]

Pursuant to the Information Technology and Civil Liberties provisions, any Entrant has the right to access, delete, and modify all his/her personal data and can oppose, at any time, for legitimate causes, to the processing of all his/her personal data by sending his/her request to the headquarters of the Organizing Company, at the address set forth above in Article 1 of the Rules to the attention of DAYS OF WONDER – Marketing – 47 rue de l'Est 92100 Boulogne-Billancourt or by e-mail sent to the following address: [jeuxconcours@daysofwonder.com](mailto:jeuxconcours@daysofwonder.com)

By entering the Sweepstakes, the Entrant, through the dedicated application on DAYS OF WONDER's official Facebook page, agrees that his/her basic information be provided to the Organizing Company: name, profile picture, gender, e-mail address, date of birth, user ID, friend list and other information that the Entrant has made public. Personal data provided by the Entrant is provided to DAYS OF WONDER and not to Facebook.

### **ARTICLE 14 – FRAUD**





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If it turns out that a Participant wins a prize in contravention of the Rules or by fraudulent or unfair means, such prize shall not be awarded to him/her and shall remain the property of the Organizing Company or of possible partner companies of the Sweepstakes, without prejudice to any legal proceedings that may be brought against the Entrant by the Organizing Company or by any third party.

Any fraud, attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Sweepstakes, or any other methods not authorized by these Sweepstakes Rules, for example, but not limited to, entering multiple times, shall be deemed as tampering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of Sponsor. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these Rules will be judged void

Any fraud or attempted fraud for winning prizes will be prosecuted in accordance with the provisions of Articles 313-1 and following of the **French** Criminal Code.

### **ARTICLE 15 – DISPUTE**

These Rules are governed by the laws of France.

Except in the case of manifest errors, it is agreed and understood that the information resulting from the Sweepstakes systems of the Organizing Company shall have probative force in any dispute arising out of the connection elements and the computer processing of such information relating to the Game.

Any claim shall be sent in writing only to the headquarters of the Organizing Company, at the address set forth above in Article 1 within thirty (30) days from the closing of the Game. Past this thirty (30) day period, no claim will be accepted.

In case of any dispute arising out of or connected with this Game between the Entrant and the Organizing Company which cannot be resolved between the parties, shall be resolved before a court having jurisdiction in accordance with the provisions of the **French** Civil Procedures Code

No response will be provided to requests, whether oral or written, with regards to the interpretation or the enforcement of the Rules, the mechanisms or terms of the Game nor the list of Winning Entrants.

This English version of the Rules is a translation of the French Rules. In case of conflict between the two versions, the French version shall prevail.