

## **PETIT BATEAU UK LIMITED**

### **Newsletter Subscription Prize Draw 2016 T&Cs**

#### **INTRODUCTION**

We are holding a newsletter prize draw which we refer to below as the "Game".

Set out below are the terms and conditions (which we refer to below as the "Rules") which govern the operation of, and your participation in, the Promotion. Please read these Rules carefully. By entering the Promotion you agree that you have read and will comply with these Rules at all times and will comply with all applicable laws and regulations in the United Kingdom relating to the Promotion.

When we say "Petit Bateau", "we", "us" and "our" in these Rules we mean Petit Bateau UK Limited (company number 03274758) whose registered address is at 2nd Floor Radiant House, 36-38 Mortimer Street, London, W1W 7RG.

These Rules may be viewed at any time during the Promotion Period (as defined in rule 0 below) on our website [petit-bateau.co.uk](http://petit-bateau.co.uk) (which we refer to below as the "Website").

We reserve the right to amend these Rules at any time without prior notice to you in response to any change in applicable laws and regulations, judicial decisions, changes in recommendations or guidance issued by governmental agencies and/or any reasonable changes in our commercial policy. Any amendments we make to these Rules will be posted on the Website. Your continued participation in the Promotion after we have posted a change to these Rules on the Website is your acceptance of the change made to these Rules. Should you at any time not accept these Rules or any change we may make to them, you should notify us immediately of your wish to withdraw from the Promotion.

We reserve the right to disqualify you from the Promotion if at any time we have reasonable grounds to believe that you have breached any of these Rules, the rights of other participants or applicable laws and regulations in the United Kingdom relating to the Promotion.

#### **ELIGIBILITY**

To be eligible to enter the Promotion you must:

be over the age of 18;

be a resident in the United Kingdom with a valid mailing address in the United Kingdom;

have access to the Internet and your own valid e-mail address;

not be an employee, agent or director of, or a member of the family or co-habitant of an employee, agent or director of, Petit Bateau or any other company directly connected with the Promotion; and

agree to comply with and be bound by these Rules.

#### **ENTERING THE PROMOTION**

Participation in the Promotion is free and does not impose any obligation on you to purchase our products. By registering, the user must acknowledge the conditions of participation and supply the information necessary for registration, including name, phone number, email address and postal address, to become involved (hereinafter "Participant").

"Site" means the website published by the Organising Company available at URL [petit-bateau.co.uk](http://petit-bateau.co.uk) directly or through any other URL, hyperlink, tab or button placed on another site and redirecting users to the site.

"Connect" refers to the method in which the participant will access the site to participate in the draw made in the Game.

You may enter the Promotion at any time between 09:00 (GMT) on 1 February 2016 and 23:59 (GMT) on 31 December 2016 (referred to in these Rules as the "Promotion Period").

To enter the Promotion you must, within the Promotion Period, complete and submit to us the registration form available at [petit-bateau.co.uk](http://petit-bateau.co.uk) (referred to in these Rules as the "Registration Form"). You may only enter the Promotion through the Website. You must complete all fields marked as mandatory on the Registration Form in order to enter the Promotion.

Each Participant will register only once and participation in the Competition implies the subscription to the Petit Bateau newsletter for the first time.

#### **CONDITIONS OF PARTICIPATION**

At first, the Participant is required to register by supplying the following information on the website: title, name, email address, postal address, date of birth and phone number. Fields marked with an asterisk are mandatory in order to register for the Game.

Participation in the Game implies acceptance of these Rules, as well as laws and regulations applicable to UK competitions. Any dispute regarding the interpretation will be settled without appeal by the Sponsor.

The information provided by you in your Registration Form must be accurate, complete and true. We reserve the right to verify by any means that we deem appropriate any information that you provide to us. Any inaccurate or incomplete Registration will not be taken into account and will void participation. The same penalty will apply if a Participant registers multiple entries.

The game is an automatic draw which will be conducted within the first week of every month until 31 December 2016. One (1) person will be drawn each month among all participants who correctly completed the registration form included in the Game and, therefore, subscribed to the Petit Bateau newsletter.

You must not, by any means whatsoever, modify or attempt to modify the Registration Form, the Website or the software used by us to select the winners of the Promotion or in any other manner influence the validity of the draw or the designation of the winners of the Promotion. In addition, you must not implement or attempt to implement any method of participation in the Promotion that does not strictly comply with these Rules. If we have reasonable grounds to suspect that a participant has been drawn or apparently won a prize by fraudulent means then, without prejudice to any other rights we or a third party may have, the prize will be forfeited by that participant and that participant will be excluded from the Promotion. If we have reasonable grounds to suspect that fraud has occurred in respect of the Promotion, including (without limitation) through the use of computers to manipulate participation in the Promotion or the selection of winners, then we may decide to cancel the Promotion.

You may not claim any financial compensation or expenses of any kind whatsoever in respect of your entry and participation in the Promotion including (without limitation) any costs or expenses you may incur in respect of connecting to the Internet (from any device whatsoever) in order to enter the Promotion.

Any information about yourself that you provide in connection with the Promotion will be used by us for the purpose of running the Promotion and as described in these Rules and always in accordance with our privacy policy available at [petit-bateau.co.uk/c/c4/privacy-policy.html](http://petit-bateau.co.uk/c/c4/privacy-policy.html).

Our records in relation to the Promotion shall be authoritative in all circumstances.

#### **PRIZES**

The person chosen randomly will win a Petit Bateau gift voucher worth fifty pounds (£50), valid for 1 year on [petit-bateau.co.uk](http://petit-bateau.co.uk), with details of the conditions of use in the winner's email.

## **WINNER**

After the game, the winner will receive an email at the email address provided in their registration, with further information about their prize.

The winner will be contacted by the Organiser within the first week of the following month by an email sent to the address provided during their registration indicating how to redeem the voucher.

To receive the gift voucher, the winner must contact the Organiser within fifteen (15) days of notification of its winner email from Petit Bateau.

If we are unable to contact a winner or a winner fails to follow the response instructions set out in our e-mail, this will automatically result in forfeiture of the prize by a winner. In this situation we will designate the person who entered the Promotion next in time after such forfeited winner as a replacement winner and notify them by email to the email address provided on their Registration Form.

Without prejudice to any other rights we or a third party may have, if we have grounds to believe that a winner has not complied with these Rules in connection with their participation in the Promotion, has manipulated the outcome of the Promotion or has entered inaccurate or untrue information on their Registration Form, then the winner will lose their entitlement to the relevant prize and it is at our discretion whether or not to award the prize or select another winner.

Petit Bateau does not accept any liability for the use or non-use of a prize by a winner.

## **COOKIES**

The Website uses cookies as described in our privacy policy (see rule 0 above) in order to, amongst other things, identify you and to enable you to access information more rapidly by avoiding having to re-enter data. You may still access the Website and participate in the Promotion if you disable cookies on your browser.

## **LIMITATION ON LIABILITY**

By participating in the Promotion you acknowledge and accept: (i) the characteristics and limitations of the Internet, particularly with regard to technical performance, response times for consulting, querying or transferring information, risks of interruption and risks inherent in any connection with and transmission on the Internet; (ii) the absence of guaranteed protection of data against possible misuse on the Internet; and (iii) the risks of contamination by viruses and bugs through the Internet.

We shall in no circumstance be held responsible or liable for (without limitation):

the obtaining and/or misuse by third parties of information provided by participants;

the transmission and/or reception of any data and/or information on the Internet;

any malfunction of the Internet preventing the smooth running or operation of the Promotion or the Website;

the failure of any receiving equipment or communication lines;

the loss of any paper or electronic mail and, more generally, the loss of any data;

routing problems;

the operation of any software;

the consequences of any virus, computer bug, anomaly or technical failure;

any damage to the computer of a participant;

any technical, hardware or software failures of any kind, which prevent or limit the opportunity to participate in the Promotion or cause damage to the system of a participant;

any misadventure occurring on the prize holiday;

any interruption in access to the Website, the Registration Form or the Promotion caused by incidents affecting the Internet or by technical incidents beyond our control;

any failure of a Registration Form to reach us due to technical issues; or

any technical failure or inaccurate or incomplete details leading to a winner not being notified of, or receiving, a prize under the Promotion.

It is your responsibility to take all the appropriate measures to protect your data and/or the software stored on your computer or mobile device against attack from any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed. You acknowledge and agree that Petit Bateau has no responsibility or liability to you arising out of or in connection with any attack of this nature.

We shall not be held responsible or liable to you if, for any reason beyond our reasonable control we have to cancel, suspend, delay, modify, postpone the Promotion or alter these Rules. In addition we shall not be liable to the winners of the prizes if, for any reason beyond our reasonable control (including (without limitation) strikes and bad weather), they are unable to utilise their prizes fully or at all.

It is your responsibility to access the Website to participate in the Promotion. We aim to make the Website available at all times during the Promotion Period. However, you acknowledge and agree that Petit Bateau shall not be held responsible or liable to you for any direct or indirect damage resulting from: (i) any interruption or malfunction in the Website or the Promotion; (ii) any suspension or termination of the Promotion; (iii) your use of the Website; (iv) any unavailability of the Website during the Promotion Period; or (v) any malfunction in respect of the process for the automated draw. We may at any time update or suspend access to the Website and/or the Promotion, including (without limitation) for technical reasons.

Nothing in these Rules shall exclude or limit our liability for: (i) death or personal injury arising from our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be limited or excluded by law. This rule overrides all other rules in these Rules.

## **GENERAL**

You acknowledge and agree that these Rules set out your entire understanding of the operation of the Promotion by us. No information of any nature about the Promotion wherever found should be relied upon unless set out in these Rules.

In the event that any rule or part of any rule is held to be illegal, invalid, void or otherwise unenforceable it shall be severed from these Rules which shall continue in full force and effect.

No delay or failure by us in exercising or enforcing any right or remedy provided under these Rules or by law will be deemed to be a waiver of the right or remedy, nor will that delay or failure operate to bar the exercise or enforcement of such right or remedy at any future time.

No third party shall have any rights under or in connection with these Rules by virtue of the Contracts (Rights of Third Parties) Act 1999.

In the event of a dispute you must notify us by way of a letter sent by registered or recorded post to 2nd Floor Radiant House, 36-38 Mortimer Street, London, W1W 7RG within 30 days of the end of the Promotion Period. Except as required by law, Petit Bateau shall have no liability or responsibility to

you if you fail to notify Petit Bateau of any issue, complaint or dispute you may have arising out of or in connection with the Promotion outside this 30 day period.

If you have a query as to the meaning or application of these Rules or any issues with the Promotion, you may contact us.

These Rules and any dispute or claim arising out of or in connection with these Rules, their subject matter or formation and/or the Promotion (including without limitation any non-contractual dispute or claim) are governed by English law and any dispute or claim arising out of or in connection with these Rules, their subject matter or formation and/or the Promotion (including without limitation any non-contractual dispute or claim) will be subject to the exclusive jurisdiction of the English courts.