



**SHERPA 2019 Contest**  
**From 15 November 2018 to 31 August 2019 inclusive**

**Rules**

**CLAUSE 1: ORGANISER**

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The SA Coopérative Sherpa (hereinafter the "Organiser") entered in the Chambéry Trade and Companies Register under number B 444 010 524 the registered office of which is at 71, chemin des Teppes – 73420 Drumettaz-Clarafond, France, is organising from 15 November 2018 to 31 August 2019 at midnight inclusive, a major contest without obligation to purchase, entitled "**Grand Jeu SHERPA 2019**" on the website [www.sherpa.net](http://www.sherpa.net) (hereinafter the "Site").

**CLAUSE 2: ACCESS AND CONTEST PERIOD**

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This contest can be accessed via the Site.

The contest will run from 15 November 2018 to 31 August 2019 at midnight inclusive.

It is expressly noted that participation is not dependant on any obligation to purchase.

**CLAUSE 3: INFORMATION ON THE CONTEST**

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Information on this contest can be obtained on the following media:

- on dynamic point of sale advertising in the Sherpa stores equipped with it;
- on the Carnets Avantages Sherpa 2018-2019 » (benefits chequebook) ;
- on the Website;
- on Facebook;
- by e-mailings from the Organiser's data base and that of its partners.

**CLAUSE 4: REGISTRATION AND PARTICIPATION**

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- 4.1 Participation in the contest implies express and unreserved acceptance of these rules, of all their stipulations, of the code of ethics in force on the Internet (etiquette, chart of good behaviour, etc.) as well as the laws and regulations applicable to contests in force in France. The Organiser shall decide sovereignly and irrevocably any dispute concerning its interpretation.
- 4.2 This contest is open to any natural person who is of age, excluding all persons who participated in the direct or indirect development of the contest as well as their family. This involves in particular the personnel of APACHE Annecy and the Organiser's personnel.
- 4.3 The participant will be required to register. Participations will be registered continuously throughout the entire contest period, with the time the registration is received, recorded on

the contest's dedicated computer server hosted at the service provider chosen by the Organiser, being considered as proof.

4.4 To participate, participants just have to (at the latest on 31 August 2019 at midnight inclusive, the date and connection being considered as proof):

a- connect directly to the Site;

b- register his participation by following the instructions on the Site:

- The participant must fill in the registration form on the Site. He should also fill in **his name, first name, e-mail address, postal address**.
- To validate the registration, the participant must fill in the registration form on the Site. He should accept the contents of the rules by ticking the box provided for this purpose on the form.

No other means of participation (particularly by post and/or e-mail) will be accepted.

4.5 A single registration is authorised per person and per household (same name and same address or same e-mail address). If it is found that a participant has sent in several participation forms, for the same person or the same household, only one of them will be validated, the others will be considered as void.

4.6 The participants are formally forbidden to participate from several different e-mail addresses and/or from a third party's e-mail address during the entire period of the contest. If it is found that a participant has participated from several of a third party's e-mail addresses and/or from the e-mail address of a third party, this or these participation(s) shall be automatically cancelled.

4.7 The participant is informed and accepts that the information entered in the registration form is proof of his identity. The information entered by the participant binds the participant as soon as it is validated. The Organiser reserves the right to verify the accuracy of the data provided by the participants.

The participant undertakes to complete in good faith the registration form provided to him and to send the Organiser accurate information. The participant must fill in all the entry areas, except those mentioned as optional.

Participations in the contest will be cancelled if they are incorrect, incomplete, forged or made in violation of these rules.

## **CLAUSE 5: COMPLIANCE WITH THE INTEGRITY OF THE CONTEST**

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The participant shall abstain from using or seeking to use any participation process that would not strictly comply with the contest principles and these rules.

The Organiser also reserves the right to disqualify any participant who alters the operations of the contest or the Site or who violates the contest's official rules. The Organiser reserves the right to prosecute anyone who would attempt to defraud or harm this contest's smooth running.

The Organiser reserves the right to verify that this clause and the entire rules are complied with, especially in order to reject any participant who has committed an abuse of any kind or has attempted to commit fraud, nevertheless without being obliged to systematically verify all the

registrations forms received, but rather being able to limit this verification to the potential winners' forms.

The Organiser reserves the right to extend, shorten, modify or cancel this contest due to events outside its control. If, for any reason whatsoever, this contest should not proceed as planned due, for example, to a computer virus, a bug, an intervention or an outside and unauthorised break into the computer system, a fraud, including the use of a robot enabling the number of participations in the contest to be multiplied, a technical fault or any other reason outside the Organiser's control that corrupts or affects the contest's management, security, fairness and smooth running, the Organiser reserves the discretionary right in this case to cancel, modify or suspend the contest or even to end it immediately, without the participants having the right to seek to hold the Organiser liable.

The Organiser may decide to cancel the contest if it turns out that obvious frauds have occurred in any form whatsoever, especially by computer means, within the scope of participation in the contest or in determining the winners.

## **CLAUSE 6: RECEIVABLE EVIDENCE**

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It is agreed that the data contained in the Organiser's information systems have evidentiary weight as regards the connection elements and information resulting from the electronic processing related to the contest organised by the Organiser.

## **CLAUSE 7: DETERMINATION OF THE WINNER**

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Within the month following the date of the contest's closure, a draw will be held to find the winner and two (2) alternate winners, from among the persons who had participated in compliance with these results and who had sent their duly completed registration form before the latest date and time for participation, by the bailiff with whom the rules have been deposited.

## **CLAUSE 8: PRIZE**

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8.1 The prize to be won in the contest is the following

### **For the winner of the draw**

- Six (6) nights / seven (7) days, in apartment for 4/6 persons, in the CGH residence "La reine des Prés" in Samoëns (Haute Savoie), at a unit value of €2,500 inclusive of VAT.

*This prize includes:*

- *Six (6) nights / seven (7) days, in apartment for 4/6 persons during the 2019-2020 winter, in the CGH residence "La reine des Prés" in Samoëns (Haute Savoie);  
Offer subject to availability except weeks of 29/12/19, 15/02/20, 22/02/20 & 29/02/20.*

*This prize does not include all the expenditures not expressly stipulated in the foregoing description and particularly:*

- *The costs of the return transport from the winner's residence and those of the people accompanying him to the CGH residence "La reine des Prés" in Samoëns (Haute Savoie);*
- *All the travelling costs.*
- *Meals (including drinks).*
- *Personal expenditures.*
- *All insurance mainly cancellation insurance*

*The winner shall pay a guarantee deposit to the service provider. This shall be returned to him at the end of his week-end.*

*The prize has a maximum value: the value of the prize will depend on the dates chosen by the winner. There shall be no reimbursement if the cost of the prize chosen by the winner is less than this value.*

*The reserved dates are subject to the accommodation's availability. The Organiser may not be held liable if the dates chosen by the winner are not possible due to the accommodation not being available. After reserving, the prize may not be exchanged or reimbursed.*

*Date of the prize's validity: during the 2019-2020 winter season (namely from 7 December 2019 to 13 April 2020, subject to the opening dates of the CGH residence).*

## **CLAUSE 9: TAKING POSSESSION OF THE PRIZE**

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Within thirty (30) days of the close of the contest, the winner will be informed by email at the address given on the registration form and by phone.

The means of taking possession of his prize will be given in this letter. If the winner does not reply within the time allowed of one (1) month as from despatch of this letter or if his contact details are not valid, false or incorrect, his prize shall be awarded to a replacement winner.

To benefit from his prize, the winner shall send the Organiser, on its request, any means of proving his identity, his age and his postal address.

The prize offered is nominative and may not be transferred. This prize may not, when requested by a winner, be reimbursed in cash or for any exchange whatsoever, nor replaced by a prize of an equivalent nature. The Organiser may, if circumstances outside its control constituting a case of force majeure compel it to do so, replace this prize by another of an equivalent nature and value.

## **CLAUSE 10: DISPUTES**

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The fact of participating in this contest and having ticked the box accepting these rules during the registration entails unqualified acceptance of these rules.

Any disputed interpretation of these rules and any cases not provided for shall be decided by a 3-member panel appointed by the Organiser. Any claim concerning the interpretation of the rules must be submitted in writing. No response shall be given to any claim concerning the interpretation of these rules that reaches the Organiser more than 15 days after the end of the contest.

These rules are established in French and in English. In the event that there is an objection to the interpretation, the French version shall prevail.

Any difficulties interpreting these rules and any disputes shall be decided, without right to appeal, by the Organiser or by the Paris courts (France) with jurisdiction with regard to the applicable laws.

## **CLAUSE 11: ANNOUNCING THE WINNER'S IDENTITY**

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The winner authorises the Organiser to use his surname, first name, town and department of residence in its advertising messages relating to the contest, regardless of the Organiser's circulation media (any printed document, press, posters, TV, radio, Internet including community sites, etc.),

without such use giving rise to any rights other than the prize won. It is specified that for the Internet, the territory is worldwide.

## **CLAUSE 12: DATA PROTECTION AND CIVIL LIBERTIES**

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To participate in the contest, the participants must provide certain personal information. This information will be saved and subject to automated processing in compliance with Act No. 78-17 of 6 January 1978 regarding data protection, files and civil liberties.

Participants have the right to access, modify, correct and delete their personal data. Participants may exercise this right by writing to: SA Coopérative Sherpa, "Grand Jeu Sherpa 2019", 71, chemin des Teppes – 73420 Drumettaz-Clarafond.

The Organiser will use this data for commercial purposes. They may be subject to sales, rentals or uses with third parties. Participants can oppose such uses by writing by post to the address mentioned above.

## **CLAUSE 13: LIABILITY**

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The Organiser's liability is strictly limited to delivering the prize actually and validly won.

The Organiser cannot be held liable for potential malfunctions related to the Internet itself or to any breach, attempted breach or fraud, bug, technical breakdown or any other reason outside the Organiser's control and causing breakdowns in the administration, security, fairness, integrity or management of the contest. The Organiser cannot, in particular, be held liable for any errors, omissions, interruptions, deletion or loss of any e-mail and more generally, the loss of any data for this reason.

The Organiser cannot be held liable for Internet congestion, the quality of Internet users' hardware or the quality of their access mode that could have repercussions on the time needed to transmit responses or the connection time required to participate in the contest. Consequently, the Organiser's liability cannot be incurred if the participation forms are not registered, are incomplete or are impossible to verify.

By participating in this contest, each participant accepts and undertakes to bear the costs alone, and hold harmless the Organiser, its subsidiaries and parent companies, employees and their advertising agencies for this contest from any damages or losses incurred or suffered by the participant due to the participation in this contest or due to taking possession of the prize and its use, except in the cases provided for by the applicable law.

## **CLAUSE 14: DEPOSIT AND COPY OF THESE RULES**

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The full set of rules for the contest is deposited at SCP Gaillard & Mauris – 22, rue Guillaume Fichet - 74000 Annecy.

The are available on the Web Site and may be printed there.

The Organiser reserves the right to modify the rules for the contest.

Any modification to these rules and any decisions by the Organiser shall be made by an amendment to these rules and deposited with SCP Gaillard & Mauris, at the aforementioned address.

A written copy of the rules will be sent free of charge to anyone who so requests before the contest closes. This request must be sent, by post only, to SHERPA, "Grand Jeu Sherpa 2019," 71, chemin

des Teppes – 73420 Drumettaz-Clarafond, France. The stamp for the rules request will be reimbursed based on a joint written request at the second-class rate in effect (must be accompanied by the participant's last name, first name and address, contest name, and by enclosing a statement of bank account details for reimbursement by bank transfer (RIB, RIP or RICE in France).