

Terms and conditions giveaway TGV Brussels

ARTICLE 1: PURPOSE

The company SNCF Connect, a simplified joint-stock company with a capital of 10,672,000 euros, whose registered office is located at 2 Place de la Défense, CNIT 1, BP 440, 92 053 Paris Cedex La Défense, registered with the Nanterre Trade and Companies Register under number 431 810 621 (hereinafter the "Organizer"), is organizing a grand giveaway, titled "TGV Brussels," on the Facebook account of SNCF Connect (hereinafter the "Site"), from October 25 to October 31, midnight included (French date and time of connection taking precedence over GMT Paris time). These dates may be shifted to earlier or later dates if the organization of the Giveaway so requires.

The purpose of these rules is to define the rights and obligations of the Organizer and the participants in the Giveaway (hereinafter the "Participants").

It is understood that Facebook cannot, in any case, be considered a sponsor or organizer of this Giveaway and cannot be held responsible for any claims related to the organization, participation, and conduct of the Giveaway.

ARTICLE 2: ELIGIBILITY

Participation in the Giveaway is free and without any obligation to make a purchase.

It is open to any individual, of legal age on the date of participation, residing in metropolitan France, who clicks on a special link present in one of the Organizer's newsletters (hereinafter the "Newsletter"), as well as to internet users who go directly to the Site during the Giveaway.

Participation in the Giveaway implies the full and simple acceptance of these rules, which constitute a contract between the Organizer and the Participants (winners or non-winners).

Participants must be of legal age on the date of their participation.

Employees and representatives of the Organizer, and all individuals who have collaborated in the organization and realization of the Giveaway, as well as their family members, are not eligible to participate.

Participation in the Giveaway is done exclusively electronically. It requires that the Participant has an internet connection and a valid email address.

Participation in the Giveaway is strictly individual and without any limit on participation.

Deadline for participation: October 31, 2023, midnight included (GMT Paris time).

ARTICLE 3: ORGANIZATION OF THE GIVEAWAY

To participate, a Participant can, before the deadline for participation, set at October 31, 2023, midnight included (French date and time of connection taking precedence over GMT Paris time), leave a comment under the Giveaway's Facebook post.

Participation in the Giveaway implies the full and simple acceptance of these rules, which constitute a contract between the Organizer and the Participants (winners or non-winners).

The winner will receive TGV INOUI tickets, as described in Article 4 of these rules (hereinafter the "Prize").

After participating in the Giveaway by leaving a comment on the Facebook post, the winner will be selected by a representative of SNCF Connect in order to collect their contact details and those of their companion (name, first name, date of birth, email address) to facilitate the sending of the tickets.

The tickets will be sent via email by SNCF Voyageurs.

If the provided contact information does not allow the Organizer to inform the Winner about their Prize, the Winner will be disqualified and will lose the benefit of their Prize without any compensation being provided and/or accepted.

ARTICLE 4: PRIZES

The Giveaway includes prizes provided by the Organizer, awarded through instant wins and distributed as follows:

∅ Lot number 1 BE market: 2 round-trip tickets from Brussels to Strasbourg for 2 people (using a direct TGV INOUI). Departure station: Brussels, arrival station: Strasbourg, standard second-class ticket, no exchange or refund, use by date: 31/01/2024, with a maximum value of €600.

∅ Lot number 2 WWEN market: 2 round-trip tickets from France to Brussels for 2 people (using a direct TGV INOUI). Departure stations: Lyon, Lille, Rennes, or Charles de Gaulle, Arrival station: Brussels, standard second-class ticket, no exchange or refund, use by date: 31/01/2024, with a maximum value of €600.

For each Prize:

TGV INOUI tickets are subject to the General Terms and Conditions of Sale and Use, as well as to the specific conditions of the partner(s) providing the services included in the prize, applicable on the reservation date and available on their website.

The value of each Prize is a maximum value.

Each Prize is nominative, non-transferable, and cannot be assigned or transferred to third parties. It cannot be contested, exchanged for cash, or replaced.

To claim their Prize, the Winner may be required, at the request of the Organizer or its partners, to provide any supporting documents of their identity and address. They must also accept the specific and general sales and use conditions of the Organizer's partner(s).

After the reservation, the services cannot be modified. In case of cancellation, the Winner will no longer be entitled to their prize.

Without prejudice to any legal action and the right to disqualify the Participant, the Organizer is not obligated to award any prize to Winners if they have not correctly entered their contact information during their registration, if they have obviously, and by any means, managed to manipulate the result of the Giveaway, or if they have not complied with these rules.

SNCF Voyageurs' prize is a "round-trip ticket for 2 people."

The Prizes do not include:

- Travel expenses other than the round-trip train journey mentioned above,
- Meals (breakfasts, lunches, dinners),
- Transfers,
- Personal expenses,
- Insurance.

ARTICLE 5: EVIDENCE AGREEMENT

It is agreed that the data contained in the Organizer's information systems have evidentiary value regarding the elements of connection and information resulting from computer processing related to the Giveaway.

ARTICLE 6: PERSONAL DATA

The personal data collected within the framework of this Giveaway are processed by the Organizer in accordance with the regulations on personal data, including the General Data Protection Regulation of April 27, 2016.

The processing of this information allows the Organizer to manage the participation of Participants in the Giveaway and to inform them, if applicable, about their Prize.

Unless prior authorization is obtained, the information collected in the context of the Giveaway will not be used by the Organizer and/or its partners for commercial prospecting purposes.

Participants are informed that their personal data may be transmitted to the Organizer's commercial partners for the purpose of carrying out the Giveaway and obtaining the Prizes.

All Participants have the right to information, access, opposition, and rectification of the data concerning them, which they can exercise in accordance with the Data Protection Act, by sending a letter to the Organizer at the following address:

SNCF Connect
Giveaway "TGV Brussels"
Personal data
2 Place de la Défense
CNIT 1, BP 440
92053 Paris La Défense Cedex

In case of a dispute not resolved directly with the Organizer regarding the processing of their personal data or the exercise of their rights, the participant also has the right to file a complaint with the supervisory authority, namely the CNIL.

The personal data collected will be processed only for the time necessary to achieve the purposes defined above until the participant exercises their right to object or limit the processing of their data, unless legal provisions require a longer retention.

Since the data collected concerning participants is essential for considering entries, managing the operation, and awarding the prizes, participants are informed that refusal to provide this data or the exercise of their right to withdraw consent or request data erasure before the end of the operation

will make it impossible to validate their entry or may result in the cancellation of their entry or the cancellation of the prize.

ARTICLE 7: RESPONSIBILITIES

7.1 Responsibility of the Organizer

The responsibility of the Organizer is strictly limited to delivering the prizes effectively and validly won by the Winners.

Each Prize awarded to the Winners is managed by one or more of the Organizer's partners. The Organizer cannot be held responsible for any failure to perform or improper performance of the services or the validity of the Prize, which is the responsibility of its partners, or for any event that could be attributed either to the Winner or to an unforeseeable and insurmountable event by a third party not involved in the service.

The Organizer does not guarantee that the Site and the Giveaway will be free from anomalies, errors, or bugs.

In any case, the Organizer cannot be held responsible for any failure to fulfill its obligations under these rules that can be attributed either to the Participant's actions, an unforeseeable and insurmountable event by a third party unrelated to the obligations arising from these rules, or a force majeure event.

Similarly, the Organizer is not responsible for any development failure, malfunction, incompatibility with other software programs installed on the participant's computer hard drive, or loss or alteration of the participant's data resulting from participating in the Giveaway.

The Organizer reserves the right to shorten, extend, postpone, modify, or cancel these rules if circumstances require it. In any case, its liability cannot be engaged in this regard. In such circumstances, the Organizer will make its best efforts to implement the technical means to inform Participants on the Site.

The Organizer will make every effort, with its service providers, to ensure that the system for determining the Winners and awarding the Prizes complies with the rules of the Giveaway. If, despite this, a failure occurs and affects the system for determining the Winners, the Organizer cannot be held liable beyond the number of prizes announced in the Giveaway rules.

It is understood that Facebook cannot, in any case, be considered a sponsor and/or organizer of this Giveaway and cannot be held responsible for any claims related to the organization, participation, and conduct of the Giveaway.

7.2 Participant's Responsibility

It is expressly recalled that it is the sole responsibility of the Participant to ensure that the information provided during their registration in the Giveaway, including their contact details, is correct and sincere, and that it will allow them to participate in the Giveaway and, if applicable, to benefit from the prize they have won.

Participation in the Giveaway implies a fair and honest attitude, respecting these rules.

The Organizer reserves the right to disqualify, without notice, and/or not award a Prize to any Participant who has violated the provisions of these rules, particularly through fraud, or to take legal action against them before the competent courts.

In this respect, any incomplete, inaccurate, falsified, containing false information, not complying with these rules, or received after the end of the Giveaway will be considered null and will result in the elimination of the Participant. Similarly, any participation by mail will be rejected.

It is strictly prohibited, by any means, to modify or attempt to modify the elements of the Giveaway in order to change the results or influence the validity of the draw or the selection of a Winner in an automated or unfair manner. If it appears that a Participant has apparently won a prize in violation of these rules, through fraudulent means such as automated search or the use of an algorithm, or by means other than those described by the Organizer on the Application or in these rules, the relevant prize will not be awarded to them and will remain the property of the Organizer, without prejudice to any legal action that may be taken against the participant by the organizing company or by third parties.

ARTICLE 8: INTELLECTUAL PROPERTY RIGHTS

The Organizer and its partners hold all intellectual property rights related to the Site and the Giveaway. These rights belong to them, or they hold the usage rights. Access to the Site and participation in the Giveaway do not confer any rights on Participants over these intellectual property rights. Therefore, it is strictly forbidden to reproduce, represent, modify, transmit, publish, adapt, on any medium, by any means, or exploit in any way, all or part of the Site or elements related to the Giveaway without the prior written authorization of the Organizer and/or its partners.

ARTICLE 9: FILING AND COPY OF THESE RULES

The participation of each Participant in the Giveaway implies the unrestricted acceptance of these rules, and the waiver of any recourse against the decisions made by the Organizer.

These rules are deposited with:

Master Emmanuel MERARD

Bailiff

10, rue du Port

16100 Cognac.

These rules may be modified at any time by the Organizer, in the form of an amendment, in compliance with the conditions stated. Any amendment will be recorded with a bailiff before its publication and will be published online on the Site. These rules are available for free on the Internet Site accessible on all pages of the Giveaway, where they can be consulted and printed. They will be sent free of charge to any Participant upon request (limited to one request per Participant) to the following address before the Giveaway closing date (postmark date serving as proof):

SNCF Connect

"TGV Brussels" 2 Place de la Défense

CNIT 1 – BP 440

92053 Paris La Défense Cedex

Postal charges necessary for the request for sending these rules will be reimbursed, upon written request, based on the current "letter" rate. The reimbursement will be made by bank transfer, sent within 60 days of receiving the request, after verifying the validity of the request.

ARTICLE 10: APPLICABLE LAW

French law applies to this Giveaway. Participants are therefore subject to the French regulations applicable to giveaways.