

**Common set of rules**  
**Online Contests organised by Virtual Regatta**

**Article 1: Organisation**

VIRTUAL REGATTA, SAS with capital of 20 250,00 euros, registered under the number RCS Nanterre B 442 178 786, with its head office located at 43 rue Camille Desmoulins, 92130 ISSY LES MOULINEAUX, France (Hereafter « the Organiser») regularly organises contests (Hereafter «Contests ») on its website at: <http://www.virtualregatta.com> (Hereafter the « Website»).

The Contests are governed by this present set of rules (Hereafter the «Common Rules») that defines them. The Common Rules will be complemented by specific terms for each Contest, in particular, implementation, applicable dates and premiums that will be described on the Contests' Website area (Hereafter the « Specific Terms»).

By exception, some Contests may be governed by specific rules. In that case, the Organiser will refer to these specific rules on the Website's area dedicated to the Contest in question.

These Common rules shall apply as from 6 July 2016, for an unlimited period.

The player acknowledges that the present Common Rules govern the Contest he is taking part in, unless otherwise specified Rules stated in a specific set of rules of which he will be informed.

**Article 2 : Acceptance of the Common Rules**

The participation in the Contests implies unrestricted and unconditional acceptance of the present Common Rules, as a whole, by the player.

The Common Rules can be viewed and downloaded on the Website. It can also be addressed, free of charge in Metropolitan France, to any person on written request to the following address:

**VIRTUAL REGATTA**

**Jeux Concours – 43 rue Camille Desmoulins**

**92442 Issy Les Moulinaux Cedex- France**

Postal fees will be refunded on simple written request, on the basis of economy rate in force for slow delivery - less than 20 gr - "letter".

**Article 3 : Participation**

The participation in the Contests is free, with no obligation to buy. It is open to individuals meeting cumulatively the following criteria:

- - Any person having a user account on the Website.
- - Any natural person residing in all the countries where the participation in Contests is legal.
- - For the Contests expressly opening participation to minors, this participation is made under the responsibility and authorisation of the legal guardian able to justify parental authority. The Organiser may ask the user to bring the legal guardian(s) authorisation. In the absence of authorisation's

justification, the Organiser may cancel the minor's participation in the Contest.

The participation in the Contests will take place on the Internet and the eventual communications will be done by e-mails: to be able to participate, the user must have an e-mail address and an Internet access.

The employees and representatives of the Organiser, its partners, its moderators or beta testers and subcontractors are not allowed to take part in the Contests.

May lead to contest's exclusion and/or participation's cancellation:

1. 1. Any unwillingness to disclose or provide supporting documentation asked by the Organiser (identity, age, place of residence, payments regarding chargeable options...)
2. 2. Any infringement of the rights of third parties, particularly in the online community tools (defamation, messages contravening common decency, plagiarism...);
3. 3. Any computer negligence or malicious act (virus, hacking, automated data import or export into - or out of - the game) likely to affect the Contests' smooth functioning or prone to cause damages to persons or goods and more particularly any attempt, by any mean whatsoever, to modify the contests or their results;
4. 4. In general, any infringement of the French laws and regulations.

Any participation entering in the context of the precedent exclusions or made in violation of the present Common Rules will be susceptible to cancelation of the points earned in the Contests or, if and when appropriate, the cancelation of the allocated prizes without opening any right of compensation for the player in question and without the organiser's liability being able to be engaged.

Furthermore, any participation entering in the context of the precedent exclusions or made in violation of the present Common Rules can induce to the suspension or cancellation of the player's user account.

The organiser reserves all its right of any legal proceedings against players having acted in violation of these present Common Rules.

#### **Article 4: Terms & Conditions**

In order to take part in the Contests proposed by the Organiser, the player must connect to the Website's area dedicated to the Contests and respect the procedure indicated in the Specific Rules.

The participation in each contest will be open during a limited period of time specific to each contest.

The player agrees to respect the Specific Rules that he/she will have accepted beforehand.

The contests are virtual sailing races created and edited by the Organiser during which the player competes against other gamers.

The racecourse will be described in the Specific Rules.

In case of course or race program change, the changes will be announced on the Website area dedicated to Contests and by email.

The purchased options are only valid for the Contest for which they have been bought and cannot in any case be used by the player for another Contest.

A pilot boat will start every race at the same time as the real competitors.  
The players entering a Contest after a race start will start either from the official race's starting place or at the pilot boat's position.

#### **Article 5: Winners designation**

The winners' designation modalities will be stated in the Specific Rules.  
Unless otherwise stipulated in the Specific Rules, the list of the winners will be published on the Website after the Contests.

#### **Article 6: Awards & prizes**

The awards offered in the context of the Contests, their number and nature, will be detailed for each Contest in the Specific Rules.

Dans le cas où le lot doit être attribué par un partenaire de l'Organisateur, les données que le gagnant aura transmises en participant au Concours pourront être transmises au partenaire afin que celui-ci puisse remettre le lot au participant.

In the case where the prize should be awarded by a partner of the Organiser, the data transmitted by the winner by taking part in the Contest may be forwarded to the partner for him to be able to hand the prize to the player.

If the winner is a minor (when the contest is expressly open to minors), his/her prize will be delivered to his (her) legal guardian(s).

A copy of ID may be asked by the Organiser to check the player's majority.

**The prizes cannot be reimbursed for cash or in anyway exchanged nor are they transferable. They cannot be sold.**

**Only one prize per person and household (same name and address) may be awarded in the context of the Contests.**

In the case where a player would win several prizes, only the prize with the highest value will be awarded.

The Organiser reserves its right to substitute the announced prizes by prizes of equal value.

In case of winner's travel impossibility for prizes implying his/her physical presence or in case of impossibility to contact the winner as a result of incorrect contact information he will have provided, the prize may be awarded to another player.

In order to receive his/her Prize, the winner must:

- - Be reachable at the email address submitted in the Contest's registration.
- - Have confirmed his/her user account by clicking on the confirmation email sent by the Organiser.
- - Have completed all the registration requested fields of his/her user account.
- - Be reachable on the phone at the number indicated in the user account. The player must use the place of residence mentioned on the user account for his/her prizes to be despatched to. The winner authorizes all verifications concerning his/her identity and place of residence (Postal and/or Internet address).

- The Organiser should not be held liable for the delays, losses, damages, lack of visibility of stamps due to postal services and occurring on delivering the prizes. The prizes not claimed or returned within 30 days following their shipping will be lost for the user and remain the property of the Organiser.
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- The winners waive the right to claim any damages resulting from the acceptance and/or use of the prize against the Organiser. Likewise the Organiser should not be held liable to compensate the winners if these, for personal reasons and/or reasons beyond the Organiser's control, turn out to be incapable to receive their prizes.
- **Article 7: authorizations**

The winners authorize in advance the Organizer to use their pictures, surname, first name, age, postal or Internet addresses for any promotional and advertising action related with the contests without this usage could give rise to any consideration or remuneration other than the prize awarded, and this for a maximal duration of 2 years.

- **Article 8: Connexion, use, « bugs »**
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- The participation in the Contests implies full knowledge and acceptance of the Internet's characteristics, the lack of protection of some data against possible misappropriation or piracy and the risks of contamination by possible viruses circulating on the network. The organizer declines any responsibility in case of misuse or incidents linked to the use of the computer, access to the Internet, maintenance or malfunction of the Contests' servers, telephone line or any other technical connection. Furthermore, the Organiser declines any liability in case of "bugs" due to large numbers of Contests' players, unforeseeable circumstances, force majeure event or act of God.
- In any case, if the Contests smooth administrative and/or technical process is disrupted by serious malfunctions as well as by a virus, computer bug, unauthorized human intervention or any other causes beyond the control of the Organizer, he reserves its right to suspend, cancel, defer, or postpone the Contest.
- Finally, the purchase of chargeable options is under the player's sole and total responsibility. The total or partial impossibility to use of such options, particularly due to incompatible hardware, cannot result in any compensation, refund or claim for the organiser's liability.
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#### **Article 9: Deposit & registration**

- These Common Rules are deposited with SCP Eric Chapuis et David Buzy, associated bailiffs whose registered offices are at 10, rue Pergolèse 75016 Paris, France. The Common Set of Rules can also be viewed online on the Website: <http://www.cbh75.com>.

These Common Rules can be modified at any moment by the organiser in the form of an amendment.

- Any amendment will be registered at SCP Eric Chapuis et David Buzy, associated bailiffs whose registered offices are at 10, rue Pergolèse 75016 Paris, France.

It will enter into effect as soon as put online and any user will be deemed to have accepted it due to his/her registration to the Contests from the date the change comes into effect.

- Any user refusing the change(s) shall stop taking part in the Contest.
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As for the Common Rules, the amendment, if requested by written to the following address, can be addressed, free of charge in Metropolitan France, to any person:

**VIRTUAL REGATTA**

**Jeux Concours – 43 rue Camille Desmoulins**

**92442 Issy Les Moulineaux Cedex - France**

Postal fees will be refunded on simple request, on the basis of economy rate in force for slow delivery - less than 20 gr - "letter".

**Article 10: Disputes and liabilities**

- Entering any Contest implies the full and unreserved acceptance of the Common Rules in their whole. If one or more of the present Common Rules' provisions were declared null or inapplicable, the remaining other provisions would retain their full force and effect. No reply will be given to any phone call or writing request concerning the interpretation or application of the present Common Rules, the mechanisms or terms of the Contests, or concerning the list of winners.

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- **Article 11: Right of withdrawal**
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- Being reminded that the Contests are free and that the chargeable options are optional and only allow a better playing comfort, the user has a 14 working days withdrawal period, starting from the day of purchase, in the case of the purchase of the said options.

- By way of exception, in compliance with the provisions of the French Code de la Consommation, the user acknowledges and accepts that the right of withdrawal will not be exercised as soon as the chargeable option will have been used within the Contests and will have consequently, by the simple fact that the user connects to the Contests, allow the player to benefit from an immediately implemented immaterial service.

- The user expressively agrees to the immediate availability of the elements and, therefore, consents to the non-application of the right of withdrawal.

**Article 12: Data processing Act of 6 January 1978 (Informatique et Libertés)**

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- The collected personal data within the context of this Contest are processed in accordance with the Data Processing Act of 6 January 1978.
- The collected personal data are needed to take into account the users' participation.
- This data collection have been officially declared to the Commission Nationale de l'Informatique et des Libertés (CNIL) in France

- Under article 27 of this law, any Contest's player has a right to access or rectify data concerning him or her.

Any enquiry to access, rectify or contest must be submitted to the Organiser at the following address:

**VIRTUAL REGATTA**

**Jeux Concours – 41 rue Camille Desmoulins  
92442 Issy Les Moulineaux Cedex- France**

- **Article 13: rights of Intellectual Property**

In accordance with the laws governing literary and artistic property rights, the reproduction and representation of all or part of the Contests' elements are strictly forbidden. All mentioned trademarks are the property of their respective owners.

**Article 14: Refund request of Contest related expenses**

In case of disbursements, any user may request the refunding of the costs related to the contest duration from a landline, based on France Telecom's 20 minutes connection per day at reduced rate, i.e. 1,50 € to obtain refunding of the incurred expenses.

The refunding request must be send by post within 30 days of the contest's closing date, (by the date as postmarked), together with user's IBAN (bank details: branch and account number), telephone operator's invoice in user's name indicating the connections' dates, hours and duration, accompanied by a letter indicating the user's contact details.

The postal fees paid by the user for this request will be refunded on simple request, on the basis of economy rate in force for slow delivery - less than 20 gr - "letter". Only one refund request per user registered in the Contests and by envelope (same name, same address). Incomplete requests will not be considered.

Given that in current state of services and technical offers, some Internet providers offer their customers free or all-inclusive Internet services, it is expressly agreed that any access to the Contest made on a free or all-inclusive basis (such as, in particular, cable, broadband (ADSL) or dedicated connection) is not eligible for reimbursement, as in this case the subscription to the Internet provider's services has been contracted by the Internet user for his/her general Internet usage, and thus the player does not incur any additional expense in connecting to the Organiser's Website and entering the Contest.

**Article 15: Jurisdiction**

Players are governed by French regulations on games and Contests. Any dispute that could not be solved amicably shall be submitted to the appropriate court in accordance with the French Code of Civil Procedure.

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