



COMPETITION RULES

Caledonian Xmas B2B competition rules

Article 1: Organisation

Nouvelle-Calédonie Tourisme Point Sud (NCTPS GIE), Economic Interest Group (Groupement d'intérêt économique) with registered office at 20 Rue Anatole France, 98845 Nouméa, listed on the Nouméa RCS under number 000629618, represented by Ms Julie Laronde, Manager; hereinafter referred to as the "Organiser".

Article 2: Entrants

Entry to this competition is free with no purchase necessary and is open to residents of Australia and New Zealand aged 18 or over and in paid employment in the travel/tourism industry on the competition start date.

Persons who do not meet the above conditions, employees of the Organiser, and any person directly or indirectly involved in developing, organising or administering the competition, including their partners and family members (direct ascendants and descendants or other parents living at the same address), are not eligible to enter.

The Organiser reserves the right to ask entrants to provide proof of eligibility as per the above conditions. Any person who does not meet these conditions or refuses to provide proof of eligibility shall be disqualified from the competition and may not collect any prize won. Entries are limited to one per person (i.e. same name and email address). The Organiser reserves the right to check that this rule has been followed.

By entering the competition, entrants agree to these competition rules.

Article 3: How to enter

Entrants must visit the following web address:

<https://trade.newcaledonia.travel/caledonian-xmas/>

Entrants must complete the entry form fully and accurately in order for their entry to be valid. Entrants are aware and accept that information given on the entry form shall serve as proof of identity.

Entries that do not meet the conditions in these competition rules shall be disqualified. Any entrant suspected of fraud may be disqualified by the Organiser without the need for proof. Entries or details that are incomplete, contain errors or are illegible, intentionally or otherwise, or submitted in a format other than that set down in these rules, shall be considered void. This penalty shall also apply to multiple entries.

Article 4: Prizes

Included in the competition prizes are:

- One "gourmand" gift set worth AUD 130 across Australia and New Zealand
- One "beach" gift set worth AUD 130 across Australia and New Zealand
- One "culture" gift set worth AUD 130 across Australia and New Zealand
- One major prize for Australia: a suitcase filled with items worth AUD 630
- One major prize for New Zealand: a suitcase filled with items worth AUD 630
- One famil trip to New Caledonia worth up to AUD 3,000 for one Australian winner. The package includes return flights for one person from an Australian state capital city to Nouméa, accommodation, transfers, food and drinks (excl. alcohol) for the length of the stay in New Caledonia, which may be taken once Covid-19 travel restrictions are lifted.
- One famil trip to New Caledonia worth up to AUD 3,000 for one New Zealand winner. The package includes return flights for one person Auckland to Nouméa, accommodation, transfers, food and drinks (excl. alcohol) for the length of the stay in New Caledonia, which may be taken once Covid-19 travel restrictions are lifted.

Total estimated prize value: AUD 7,650

The Organiser shall arrange the famil trip, subject to availability. The Organiser reserves the right to cancel or postpone the trip where travel is not possible due to Covid-19 restrictions in effect in New Caledonia.

In case of a no-show on the reserved flights, the tickets will be deemed lost.

The prize value was estimated at the time of setting these competition rules and cannot be challenged. All expenses incurred after the competition to maintain and use the prize shall be covered by the winner.

Article 5: Prize draw

After the competition has closed for entries, a prize draw will take place on 23 December 2020 at 3:30pm Nouméa time (GMT+11).

Conditions for entering the prize draw:

- To enter the prize draw, entrants must have completed the entry form in full and included its actual contact details. All improper entries shall be automatically excluded.
- To enter the prize draw, entrants must have opened at least one day on the Advent calendar.

Article 6: Announcing the winners

Winners shall be drawn from all competition entries.

- The winners shall be notified by email or telephone using the information provided on the entry form.
- The names of the winners will be published on the competition website and interface.

Article 7: Award of prizes

The winners will be notified by telephone or email and informed of the arrangements for collecting their prize within two weeks of the competition closing date. Where the winner cannot be contacted or if the prize is not claimed or returned within 15 calendar days of the prize draw, the entrant shall lose the

prize, which shall be retained by Nouvelle-Calédonie Tourisme. Nouvelle-Calédonie Tourisme accepts no responsibility for any delays, loss, damage or illegible postmarks on account of the postal service that might occur at the time of delivery.

Prizes shall be sent to the address indicated by the winning entrant on their entry form.

The winner agrees to take delivery of the prize as proposed and may not exchange prizes for cash or any other goods or services, or transfer prizes to a third party. Equally, the prize may not form part of any compensation claim.

The Organiser reserves the right to replace a prize with an alternative prize of equal value owing to events beyond its control, such as problems with suppliers or unforeseen circumstances. The winner shall be notified of any changes.

Article 8: General Data Protection Regulation (GDPR)

Entrants' data shall be collected and processed by computer systems. In accordance with the General Data Protection Regulation, entrants have the right of access, rectification and erasure of their personal information, which can be exercised in writing to the address provided in Article 11. All information collected during this competition shall be used for the purposes of competition administration, compliance with applicable law and regulations, and to enable us to send you details about our commercial offers and products by email or post. This information is used by the Organiser's marketing department via the department managers. Your personal data shall not be transferred outside the European Union or New Caledonia. Personal data shall be retained for 10 years. Under the General Data Protection Regulation (GDPR), you have a right of access, modification, rectification and erasure of your personal data. You may ask not to stop receiving email offers by unsubscribing via the link provided at the bottom of all email messages. For all queries relating to access, modification or erasure of your data, please contact:

Nouvelle-Calédonie Tourisme Point Sud (NCTPS) 20 Rue Anatole France, 98800 Nouméa - info@nctps.com. NCTPS' marketing department shall be the data controller in respect of your personal data.

Article 9: Reimbursement of connection fees

In accordance with Article L.121-36 of the French Consumer Code, access to the website and entry to the competition are completely free of charge. As such, costs incurred by the entrant in connecting to the website shall be reimbursed on the following terms:

- One reimbursement per month per household (same name and postal address) - French residents only
- Length of time taken to enter the competition capped at five minutes.

As internet service providers currently offer free or flat-rate connection to users, it is expressly agreed that all access to the website on a free or flat-rate basis shall not be eligible for reimbursement, given that the internet user has purchased a subscription to the internet service provider for general use and the cost of accessing the website and entering the competition does not entail additional cost or expense to the entrant.

The cost of connection shall be refunded for pay-as-you-go connections, in proportion to the total connection time. Should a connection be covered by a fixed rate for a certain period and charged in proportion to connection time after that period, the entrant shall be reimbursed for the cost of connection to the website where it can be established that the entrant exceeded the fixed-rate allowance as a result of connection to the website.

To receive reimbursement of connection costs, and the postage costs incurred in claiming reimbursement, entrants must submit a written request on plain paper (dated as per postmark) to the Organiser in the month in which the costs were incurred, with the following details: full name and postal address; dates, times and duration of connections to the website; a copy of an itemised bill from the telecom and/or internet service provider, indicating the dates and times of connections to the website. Postage costs incurred to make the claim reimbursement shall be refunded, on request, at the applicable low-priority postal rate. The cost of connecting to the website for the purpose of entering the competition shall be refunded by cheque within two months of receiving the entrant's claim.

Article 10: Competition rules

The rules of competition can be obtained from the Organiser by anyone free of charge (cost of postage refundable on request).

The Organiser reserves the right to extend, shorten, amend or cancel the competition at any time, such as in the event of force majeure, for which entrants shall not be entitled to compensation.

Article 11: Industrial and intellectual property

All reproduction, representation or use, in full or in part, of elements that make up the competition, including these competition rules, is strictly prohibited.

All trademarks, logos, text, images, videos and other distinctive signs reproduced on the website and on websites reached using hyperlinks on the website, are the exclusive property of their respective holders and are protected as such throughout the world, under the French Intellectual Property Code. All unauthorised reproduction of such material shall constitute counterfeiting, which may result in criminal penalties.

All unauthorised reproduction, in full or in part, of these trademarks, logos and signs shall constitute counterfeiting, which may result in criminal penalties.

By entering this competition, entrants fully accept these rules of competition.

Article 12: Liability

The Organiser shall not be held liable in the event of force majeure or unforeseen circumstances beyond its control.

The Organiser accepts no liability for delays, loss, theft, carrier error or illegible postmarks on account of postal services. It also accepts no liability and no recourse may be taken against it in the event of occurrences consistent with force majeure (e.g. strike action, bad weather, etc.) that partly or fully obstruct entrants from entering the competition and/or the winner from receiving his/her prize.

The Organiser, its contractors and service partners accept no liability for incidents that might occur as a result of use of the prize by the recipient or his/her guests after it has been collected by the winner.

Equally, the Organiser, its contractors and service partners accept no liability for the loss or theft of the prize by the recipient after the prize has been collected by the winner. The winner shall cover all additional costs involved in collecting the prize and shall not be entitled to any form of compensation from the Organiser, contractors or service partners.

Article 13: Disputes and claims

These competition rules shall be subject to French law.

The Organiser reserves the right to make a final decision regarding the interpretation or enforcement of these rules, on the understanding that any claims with respect to competition procedures, results, prizes or the award thereof must be made within one month of the end of the competition. Except for clear and obvious errors, it is agreed that information contained on the Organiser's competition systems shall have evidential value in relation to connection elements and computer processing of competition-

related information. All claims must be submitted to the Organiser within one month of the end of the competition. No claims shall be accepted after this time. By entering the competition, you agree to these competition rules in full.

Article 14: Proof

By express agreement between the entrant and the Organiser, the Organiser's computer systems and files alone shall be authoritative.

Automated registers stored on the Organiser's computer systems under reasonable conditions of security and reliability shall be considered proof of the relationship and communications between the Organiser and the entrant.

It is therefore agreed that, aside from clear and obvious errors, the Organiser may use as evidence any deed, action or omission, programmes, data, files, recordings, operations or other items (e.g. follow-up reports or other statements), in a computer-based or digital medium or format, created, received or stored directly or indirectly by the Organiser, including on computer systems.

The items in question shall also constitute proof where they are produced as evidence by the Organiser in litigation or any other proceedings; they shall be admissible, valid and enforceable between the parties in the same way, under the same conditions and with the same evidential value, as any written document produced, received or stored.

All actions carried out using an entrant's credentials and codes after entering the competition shall be irrefutably assumed to have been under the entrant's responsibility.