

« MYTRAINTRAVEL » COMPETITION

RULES

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ARTICLE 1. ORGANISING COMPANY

The “**Direction Agences de Voyages TGV INTERCITES – SNCF**”, whose head office is located at 2, place de la Défense CNIT 1 - 92053 Paris La Défense, (hereinafter the "Organising Company"), is organising a competition (hereinafter the "Competition"), the terms and conditions of which are defined in these rules (hereinafter the "Rules").

ARTICLE 2. COMPETITION CALENDAR

The participation phase of the Competition will run **from 15 December 2022 at 00:01 to 15 April 2023 at 23:59**.

The draw will take place on 19 April 2023, under the supervision of SAS MG HUISSIERS, Huissiers de justice associés, located at 9 rue du Faubourg Poissonnière, 75009 Paris.

No extension or waiver of this period will be granted for any reason.

ARTICLE 3. TERMS AND CONDITIONS OF PARTICIPATION

3.1. Conditions for Participants

Participation in the Competition implies and entails unreserved acceptance of the Rules in their entirety. Failure to comply with this condition will render participation null and void.

The Competition is open to all SNCF Authorised European Travel Agencies (hereinafter the "Participant" or "Participants") with access to the "mytraintravel" online B2B sales site in the 6 priority markets of the Organising Company: United Kingdom, Benelux, Germany, Switzerland, Italy and Spain.

Url of the "mytraintravel" online sales site: <https://www.mytraintravel.com/>

Participants are divided into 2 categories, according to their annual business volume, potential and payment methods:

1st category : « Key Accounts »

2nd category : « Small Accounts »

There is no limit to the number of entries per Participant in the Competition.

Participation in the Competition is excluded under the following conditions:

Members of the Organising Company's staff who are directly involved in the creation, organisation, promotion or publication of the Competition, as well as all members of their families (spouses, ascendants, descendants, brothers and sisters), are excluded from participating in the Competition.

Attempting to participate in the Game under a false identity or with the identity of another Participant, or providing false information to the Organising Company, will result in the immediate disqualification of the Participant.



3.2. Terms and conditions for participation

The Competition consists of:

An operation to stimulate sales on the online sales site "mytraintravel".

To participate in the Competition, Participants must:

Carry out at least 1 (one) rail sale on the "mytraintravel" online sales site during the period defined in Article 2 of the Rules.

Participation is exclusively via the online sales site "mytraintravel".

1 (one) rail sale is equal to 1 (one) entry. As stipulated in article 3.1 of the Rules, the number of entries per Participant is not limited.

Any participation that does not comply with the above terms and conditions cannot be taken into account and will result in the invalidity of the participation.

ARTICLE 4. DETERMINING WINNERS AND BENEFICIARIES

From among the Participants who have participated in the Game during the period defined in Article 2 of these Rules, **12 (twelve) Participants will be drawn at random in the draw on 19 April 2023**** (hereinafter the "Winner", the "Winners"), as follows:

Categories	No. of Winners
« Key Accounts »	6 (six), i.e. 1 (one) per priority market
« Small Accounts »	6 (six), i.e. 1 (one) per priority market

For each of the 12 (twelve) SNCF Authorised Travel Agencies designated as Winners, the director/manager/head will be responsible for designating one of the members of his or her team (hereinafter the "Beneficiary") who will be awarded the Prize.

*** The draw will determine 2 additional Winners, per category and per priority market, so that the prize can be awarded if the initial Winner is not selected.*

ARTICLE 5. PRIZES

The following prizes will be awarded to the Beneficiaries:

For the "Key Accounts" category in the markets Italy, Spain and Germany:

- **1 (one) return mixed 1st and 2nd class high-speed train ticket for 2 (two) people****, from the high-speed station closest to the Beneficiary's place of residence and with a direct connection to Paris (travel dates to be determined after the Beneficiary's designation)
- **2 (two) nights - from Saturday 3 to Monday 5 June 2023 - in the hotel Le Claridge FrasersSuites Champs-Elysées***** in a DeLuxe Apartment one double room + breakfasts for 2 (two) persons;** tourist taxes included
- **Access for 2 (two) people to the Roland Garros tournament, for the day of Sunday 4 June in the "Le Club des Mousquetaires" package, including:** a dedicated and personalised welcome on site, seats for the "day" (from 10am) and "evening" (from 6.30pm) sessions in category 1 on the Philippe



Chatrier court, gourmet lunch and dinner, drinks at your discretion and gourmet entertainment throughout the day, a Roland Garros branded gift per person and per session.

For the "Key Accounts" category in the Benelux, UK and Switzerland markets:

- **1 (one) return mixed 1st and 2nd class high-speed train ticket for 2 (two) people****, from the high-speed station closest to the Beneficiary's place of residence and with a direct connection to Paris (travel dates to be determined after the Beneficiary's designation)
- **1 (one) night - from Sunday 4 to Monday 5 June 2023 - in the hotel Le Claridge FrasersSuites Champs-Elysées***** in a DeLuxe Apartment one double room + breakfasts for 2 (two) persons;** tourist taxes included
- **Access for 2 (two) people to the Roland Garros tournament, for the day of Sunday 4 June in the "Le Club des Mousquetaires" package, including:** a dedicated and personalised welcome on site, seats for the "day" (from 10am) and "evening" (from 6.30pm) sessions in category 1 on the Philippe Chatrier court, gourmet lunch and dinner, drinks at your discretion and gourmet entertainment throughout the day, a Roland Garros branded gift per person and per session

For the "Small Accounts" category in the markets Italy, Spain:

- **1 (one) return mixed 1st and 2nd class high-speed train ticket for 2 (two) people****, from the high-speed station closest to the Beneficiary's place of residence and with a direct connection to Paris (travel dates to be determined after the Beneficiary's designation)
- **2 (two) nights - from Friday 1st to Sunday 3rd December 2023 - in the hotel Le Claridge FrasersSuites Champs-Elysées***** in a double DeLuxe Suite + breakfasts for 2 (two) persons;** tourist taxes included

For the "Small Accounts" category in the Benelux, UK, Switzerland and Germany markets:

- **1 (one) return mixed 1st and 2nd class high-speed train ticket for 2 (two) people****, from the high-speed station closest to the Beneficiary's place of residence and with a direct connection to Paris (travel dates to be determined after the Beneficiary's designation)
- **1 (one) night - from Saturday 2 to Sunday 3 December 2023 - in the hotel Le Claridge FrasersSuites Champs-Elysées***** in a double DeLuxe Suite + breakfasts for 2 (two) persons;** tourist taxes included

It is specified that catering costs (excluding breakfast and lunch + dinner on Sunday 4 June) and personal expenses of the Beneficiary and his/her companion are expressly excluded.

The prizes are nominative and may not be transferred or sold to others. The prizes may not be contested, reimbursed or given in return for any consideration whatsoever.

The Organising Company reserves the right to replace the prizes mentioned above with prizes of equivalent nature and value if exceptional circumstances so require.

The Organising Company shall not be liable for the prizes it awards to the Beneficiaries of the Competition, in particular in the event of malfunction of the prize or any harmful consequences suffered by the Beneficiary, his/her companion or any third party as a result of this prize.



ARTICLE 6. INFORMING THE WINNERS, NAMING THE BENEFICIARIES AND AWARDING THE PRIZES

The Organising Company reserves the right to carry out any useful verification concerning the identity of the Participants and the veracity of the information provided at the time of participation. If it turns out that the Winner does not meet the conditions of participation, the prize may be awarded to another Participant.

After verification of compliance with the conditions of participation, the Winner will be informed of his/her victory by e-mail to the e-mail address entered in the Organising Company's database, within a maximum period of 10 (ten) days from the end of the Competition.

The Winner will then have a period of 10 (ten) days from receipt of this email to accept the prize and communicate, by return email, the name and full contact details of the Beneficiary he/she has designated. If no reply is received within 11 (eleven) days, the prize will be lost.

The Organising Company will then contact the Beneficiary by e-mail to find out the identity of his/her companion and to send him/her all the documents relating to the prize, and to agree on the outward and return dates for the train tickets**.

It is specified that under no circumstances may the Beneficiary request the reimbursement of additional expenses related to the use of the prize awarded.

*** Subject to available seats. If the trains chosen by the Beneficiary are full, he/she must propose other dates/times to the Organising Company. The Organising Company may impose a date or time if the availability of trains so requires.*

ARTICLE 7. AUTHORISATION OF IMAGE RIGHTS

Each Beneficiary authorizes, within the framework and/or for the needs of the Competition, the Organizing Company to reproduce, represent and adapt the photographs and videos depicting him and his companion, without their first and last names, for use, in excerpts or in their entirety, of said photographs/videos, on the following media:

- by all processes of online communication and broadcasting on all fixed or mobile networks, current or future, such as the Internet, Intranet, including the social networks of the Organising Company,
- on paper and all current or future recording media, including digital.

This authorisation is valid throughout the world and for a period of 1 (one) year from the date of the start of the Competition, as referred to in Article 2 of the Rules.

Finally, each Beneficiary accepts that his or her authorisation is granted free of charge and that he or she may not demand, in this respect, any financial consideration or consideration of any kind whatsoever.

ARTICLE 8. RESPONSIBILITY

Participation implies knowledge and acceptance of the characteristics and limits of the Internet, the lack of protection of certain data against possible misappropriation or hacking and the risk of contamination by any viruses circulating on the network. It is therefore the responsibility of each Participant to take the necessary measures to protect his/her data.

The Organising Company is not responsible for any malfunction of the Internet network preventing access to the Competition or its proper conduct.



In the event of a computer virus, external attack, fraud or technical failure, the Organising Company reserves the right to cancel or modify the terms of the Competition, without the Participants being able to seek its liability. It reserves the right, in this event, not to award the prizes and/or to prosecute the authors and/or accomplices of such fraud before the competent courts.

The liability of the Organising Company may not be sought if the execution of these Rules is delayed or prevented due to a case of *force majeure* or a fortuitous event.

Force majeure means any event external to the affected party, which is unforeseeable, irresistible and insurmountable, and which prevents either party from performing all or part of its obligations under the Rules. A case of *force majeure* may be constituted, among others, by social conflicts, intervention by civil or military authorities, natural disasters, fire, water damage, malfunctioning or interruption of the telecommunications network or the electricity network.

In all cases, the Organising Company must do everything in its power to limit the duration and effects of the fortuitous event, *force majeure* or external cause.

The Organising Company reserves the right to cancel, shorten, suspend, postpone or modify the Competition without notice if exceptional circumstances so require. In any event, the Organising Company shall not be held liable in this respect.

Exceptional circumstances are: a political, health or social crisis or any related government decision.

ARTICLE 9. DATA PROCESSING AND LIBERTIES

SNCF has designated a data protection officer (dpo-sncf@sncf.fr).

The personal data collected in the context of the Competition by the Organising Company are the following: surname, first name, address and e-mail address of the Beneficiary and his/her companion.

The legal basis for processing is consent.

The Participant and the Beneficiary (and his/her companion) may withdraw their consent at any time, it being specified that the withdrawal of consent has no retroactive effect on the processing already carried out.

This data is processed for the following purposes :

- manage the competition entries
- designate the Winners
- identify the Beneficiaries and give them their prize

The data will only be kept for as long as is necessary to (i) fulfil the purposes listed above, i.e. 1 year, or (ii) to organise the next competition(s) or information campaign(s), i.e. 2 years.

The data collected is reserved for the exclusive use of the TGV INTERCITÉS Travel Agencies Department and will not be communicated or transferred to third parties in any way.

Any person concerned by the processing of personal data has, under the conditions and within the limits provided for by the regulations, the right to request from the data controller access to his/her personal data, rectification or deletion of such data, limitation of the processing concerning him/her, as well as the right to



define directives on the fate of his/her data after his/her death, the right to object to the processing of his/her data, and the right to data portability.

The Participant/Beneficiary may exercise these rights by providing proof of identity by any means necessary and by contacting the TGV INTERCITÉS Travel Agencies Department (contact email: pascal.loillier@sncf.fr)

Competition « MyTrainTravel »
SNCF - Direction Agences de Voyages TGV INTERCITÉS
2, place de la Défense – CNIT 1
92053 Paris La Défense Cedex

Furthermore, if the Participant/Beneficiary considers that the processing concerning him/her constitutes a breach of the regulations, he/she has the right to lodge a complaint with the CNIL or the supervisory authority of the State in which he/she has his/her usual place of residence, his/her place of work, or the place where the breach was committed.

ARTICLE 10. FILING AND AMENDMENT OF RULES

The Rules are registered with SAS MG HUISSIERS, Huissiers de justice associés, located at 9 rue du Faubourg Poissonnière, 75009 Paris.

The Rules can be consulted free of charge online for the duration of the competition at the following URL: https://www.celka.com/sncf/SNCAND220518-01/Concours_MyTrainTravel/

The Rules may be modified at any time in the form of an amendment by the Organising Company, in compliance with the mandatory legal conditions, and published by online announcement on the Site.

ARTICLE 11. LITIGATION

The Rules are subject to French law.

Any dispute or claim relating to the Competition must be made in writing and sent to the following address:

Competition « MyTrainTravel »
SNCF - Direction Agences de Voyages TGV INTERCITÉS
2, place de la Défense – CNIT 1
92053 Paris La Défense Cedex

No dispute or claim may be taken into consideration after a period of 14 (fourteen) days from the start date of the competition.

Any dispute that cannot be settled amicably shall be submitted to the competent courts of Paris.

