
Rules of the commercial operation
“Win A Lifetime of Sailing Holidays with GlobeSailor”

Organizing company:

GLOBESAILOR SAS, a simplified joint stock company with share capital of €14,329, which is registered in the Paris Corporate Register under number 489 893 909, whose registered office is located at 141 Avenue de Clichy – 75017 Paris (hereinafter the **“Organizing Company”**).

The Organizing Company is offering a free competition with no obligation to purchase (hereinafter the **“Commercial Operation”**), the terms of which are described in these rules.

1. Description of the Commercial Operation

The Commercial Operation is called *“Win a Lifetime of Sailing Holidays with GlobeSailor”*.

The duration of the Commercial Operation extends from December 3, 2022 to January 26, 2023.

The Commercial Operation is open for the whole world.

The Commercial Operation is a contest to win a credit note giving the right to the reservation of pleasure boats and cruises via the website of the Organizing Company: <https://www.theglobesailor.com/>

For the purposes of these rules, the cruise means the service offered by the Organizing Company consisting of a tourist trip aboard a boat with or without crew, the itinerary of which is predefined or not and the services of which are listed in the order form (hereinafter the **“Cruise”** or the **“Cruises”**). Cruises include cabin cruises and private cruises.

The boat rental service consists of connecting legal or natural persons wishing to lease a boat and natural persons wishing to rent a boat through the online platform developed by the Organizing Company (hereinafter the **“Boat Rental”**).

The lessor means any natural or legal person, owner or operator of a boat or his representative, exercising a boat rental activity on a professional basis and wishing to make a boat available to a natural person through the online platform developed by the Organizing Company (hereinafter the **“Lessor”**).

2. Participants

The Commercial Operation is open to any adult natural person regardless of their place of residence; with the exception of employees and corporate officers of the Organizing Company, their partners and members of their family.

Participation is restricted to one entry per household (same name, same address).

The participation is nominative, and the participant cannot in any case participate under several pseudonyms or on behalf of other participants.

To participate, you must complete the form available on <https://blog.theglobesailor.com/win-a-lifetime-of-sailing-holidays/> by entering your email address, your first and last names and then the ‘Click to win!’ button to transmit the information. Clicking on the button implies acceptance of these rules.

3. Prize for Commercial Operation

The Organizing Company brings into play:

- A credit note for the Rental of Boats and/or the reservation of Cruises for ninety-nine (99) years. The credit note is worth three thousand Euros all taxes included (€3,000 all taxes included) per year to be claimed on the website of the Organizing Company (hereinafter the “*Prize*”).

The Prize offered includes the reservation of a service on the platform of the User Company (Boat Rental and/or Cruise) worth three thousand Euros all taxes included (€3,000 all taxes included) per year, subject to availability at time of the reservation.

Whatever the case, the Prize offered does not include:

- Air flights;
- Round trips between the airport and the boat;
- Alcoholic beverages (excluding wine or beer served with meals);
- Dinners;
- In the case of a Cruise, a cash amount (compulsory) is to be paid on site (currently €150/person for double, €200/person for single) for provisioning onboard;
- Tips for the crew;
- Options to be paid on site;
- Liability insurance;
- Cancellation insurance;
- Other personal expenses.

The Prize is not exchangeable for another object or service, or any sum of money and cannot give rise to any refund, whether partial or total.

The winner is not entitled to any compensation from the Organizing Company if the Cruise booked is less than the value of the Prize, i.e. three thousand Euros all taxes included (€3,000 all taxes included).

If the Cruise booked by the winner exceeds the amount of the credit note for the year, the winner agrees to pay the difference.

Non-acceptance of the Prize, for whatever reason, does not entitle the winner to any financial compensation.

4. Designation and methods of informing the winner

The winner will be drawn on January 27, 2023 by the Organizing Company.

On this occasion, five (5) additional numbers will also be drawn, which will be taken into consideration in the event of refusal of the prize or absence of reply by the winner of the first draw. It is understood that the order of designation of the winners on the waiting list will follow the chronological order of the draw of the participation forms.

The winner of the Commercial Operation will be informed by the Organizing Company by email and telephone call, according to the data provided at the time of his/her participation in the Commercial Operation.

In the absence of a reply from the winner within seven (7) days from the confirmation of his/her win, the Organizing Company will inform the winner again by email and by telephone. If there is no response from him/her within seven (7) days from the reminder sent by the Organizing Company, the winner will be disqualified, and the Prize will be lost. The Prize will be given to the person who will have arrived at the next position during the draw (for example the person who arrived in second position, if the person who arrived in first position is disqualified).

No message will be sent to the losers.

The winner authorizes any verifications concerning his/her identity. He/she must provide the Organizing Company with a copy of an up-to-date identity document (identity card or passport), and communicate his/her last name, first name, date of birth, postal address and email address. The winner also undertakes to keep the Organizing Company informed of any modification of this information, in particular of his/her address, throughout the duration of use of the Prize.

The entry of any false information on the part of the participant or the winner entails the invalidity of the win.

5. Rights and obligations of the winner of the Commercial Operation

The Prize is individual and cannot be transferred under any circumstances.

The Prize cannot be transferred by the winner to any legal person or natural person whatsoever. It remains attached to the physical person of the winner and cannot be passed on to legatees, heirs, or the winner's spouse. Nor can it be contributed to a legal person (non-trading company, commercial company, association, trust, or any other legal person). As from the death of the winner, the Prize can no longer be used by any person whatsoever.

The Prize must be personally used by the winner, which means that the winner must be personally present when using the service reserved on the Organizing Company's platform (Boat Rental and/or Cruise). As part of the use of the Prize, the winner will not be able to book a Boat Rental or a Cruise for anyone other than him/herself. The reservation must necessarily be in his/her name.

- The fact that the winner uses the Prize to book a Boat Rental or a Cruise on behalf of others (including for a member of his family), entails the forfeiture of all his/her rights under this competition, and the invalidity of the Prize.

- The fact for the winner to use the Prize to book a Boat Rental or a Cruise in which he/she does not participate in a personal capacity, entails the forfeiture of all his rights under this competition, and the invalidity of the Prize, except when his/her absence is justified by the occurrence of one of the following events, which must fulfil all the conditions of force majeure within the meaning of Article 1218 of the Civil Code: strike internal or external to the Organizing Company or the Lessor, riot, war, general mobilization, decision of the public authorities preventing access to the place of departure of the boat, or prohibiting navigation there, aircraft accident, natural disaster, epidemic or pandemic whose occurrence is subsequent to the reservation and which prevents the winner from going to the place of departure of the boat. The winner must inform the Organizing Company in writing of this impossibility as soon as it occurs, and the parties must then consult to agree on the arrangements to be made accordingly.

The Prize is non-refundable and non-cumulative if not used during a calendar year.

For 2023, the year of the draw, the credit note can be used by the winner from May 1 until December 31, 2023, subject to availability on the Organizing Company's website.

The Organizing Company undertakes to pay for the services chosen by the winner, within the limit of the amount of the credit mentioned in Article 3.

The winner undertakes in return to sign, prior to each departure,

- in the case of a Boat Rental: i) the general conditions of use of the services of the Organizing Company, applicable to Boat Rentals, and ii) the Boat Rental contract issued by the Lessor (it being specified that in the case of a Boat Rental, only the Boat Rental Company is responsible for the formation, performance, and breach of the rental contract concluded between the winner and the company exercising the boat rental activity professionally).

- in the case of a Cruise: the general reservation conditions of GlobeSailor Cruises; it being specified that the Organizing Company will make every effort to ensure that the services are performed under the best possible conditions but that the Organizing Company cannot be held liable in the event of breach or poor performance of the contract that is attributable to the winner or which would result from an unforeseeable and insurmountable fact of a third party unrelated to the service or from exceptional and unavoidable circumstances.

It is recalled that the Prize offered does not include any insurance – in particular cancellation insurance – linked to the Cruise. The winner is required to take out insurance contracts him/herself if he/she so wishes.

6. Prize change/update

The Organizing Company reserves the right, if circumstances beyond its control so require or, more generally, for any reason whatsoever, to modify the Prize and replace it with a prize of at least equivalent value, without its liability being involved in this regard.

7. Means of delivery of the Prize

The Prize will be available within seven (7) days after of the end date of the Commercial Operation in the form of a digital credit note.

8. Conditions of participation in the Commercial Operation

Participation in the Commercial Operation implies full acceptance of the rules in their entirety and of their application by the participants.

Any difficulty regarding the application of the rules will be subject to the sovereign interpretation of the Organizing Company.

Disputes will only be admissible within one (1) month from receipt of the Prize.

9. Participation costs

Any costs of participation in the Commercial Operation are the responsibility of the participant.

10. Cancellation or modification of the Commercial Operation

The Organizing Company also reserves the right, if the circumstances so require, to modify, complete, extend, suspend, cancel or postpone all or part of the Commercial Operation, without notice, without any compensation being able to be claimed or its liability being able to be involved as a result thereof.

Changes to the conditions of the Commercial Operation will be published on the website: <https://www.theglobesailor.com/>.

11. Availability of the rules of the Commercial Operation

The rules for the Commercial Operation are sent, free of charge, to any person who requests them electronically at the following address: info@theglobesailor.com. The rules will be available at https://blog.theglobesailor.com/wp-content/uploads/sites/3/2022/11/UPDATED_English-Terms-and-Conditions_Win-A-Lifetime-of-Sailing-Holidays_21.11.2022-1.pdf.

12. Exclusion of participants

Employees and corporate officers of the Organizing Company, their partners and members of their family cannot take part in the Operation.

In the event of duly established fraud or attempted fraud, the Organizing Company, notwithstanding the bringing of legal proceedings, can proceed with the exclusion one or more participants without notice.

13. Processing of personal data

Any participant who has communicated to the Organizing Company, via his/her registration for the Commercial Operation, false or erroneous contact details, will be excluded from the Commercial Operation without it being possible for him/her to make any appeal whatsoever.

The information collected may be subject to computerized processing, the purpose of which is to select the winner by drawing lots.

The information collected may also be used to send newsletters from the Organizing Company to participants who have given their consent by ticking the relevant box.

All the information that participants communicate is intended solely for the Organizing Company, responsible for the processing. However, this information can be transmitted to the partners of the Organizing Company for commercial prospecting purposes if the participant has given his/her consent by ticking the relevant box.

The data processing is carried out under the conditions specified in the Organizing Company's Privacy and Personal Data Protection Policy - available on its website via the following link: <https://www.theglobesailor.com/legal.html#legal2> - which each participant is invited to consult and accept when registering for the Commercial Operation. In particular, the participant will be able to take note of all the rights at his/her disposal. Specific information also appears on the collection form to ensure that the participant is fully informed before any processing of their data.

In accordance with the European General Data Protection Regulation (GDPR) and the French Data Protection Act of January 6, 1978 as amended, every participant has a right of access, limitation, opposition, rectification and deletion of the personal data concerning him/her. When applicable, the participant also has the right to the portability of his/her data. The participant can also give his/her

instructions to the data controller for the communication or not of his/her personal data after his/her death.

The abovementioned rights can be exercised by post to the following address: GlobeSailor SAS, 141 Avenue de Clichy, 75017 Paris; or by email: info@theglobesailor.com

In the event of a dispute, the French National Commission for IT and Rights (CNIL), the competent supervisory authority, may be seized.

14. Publication of the name of the winner

The winner of the Commercial Operation authorizes the citing of his/her last name and first name in any media support used by the Organizing Company, without the latter receiving any remuneration, right or benefit other than the allocation of the Prize.

15. Governing law

These rules are governed by French law. French law prevails in the event of disputes, subject to the mandatory rules of the participant's country of residence.

The Organizing Company is solely competent for the interpretation, implementation or execution of these rules.

Participants and the Organizing Company undertake to try to resolve amicably any dispute that may arise in connection with the interpretation, implementation or execution of these rules.