

Official Rules

- 1 Competition** These Official Rules apply to the #Merci competition (hereafter the “Competition”) and is organized by Booking.com B.V., Herengracht 597, 1017 CE Amsterdam, the Netherlands (hereafter “Booking.com”).

Participation

- 1.1 Entrants (hereafter also referred to as “you”) can participate in the Competition by sharing via Twitter their favourite hotel, villa, apartment, igloo or tree house (accommodation), with the hashtags #Merci #BookingYeah [#ad / #prom].
- 1.2 This Competition is open to those aged 18 or over at the time of participation in this Competition and with an official address in France. Employees, freelancers (or family members of employees) of Booking.com, its affiliated companies, accommodation owners, their agencies or any other company or persons directly connected with the administration of the Competition are excluded from participation. Proof of eligibility must be provided on request by Booking.com.
- 1.3 As the tweets could be considered advertising (stimulated by Booking.com), the tweets should comply with the applicable advertising legislation and regulations.
- 1.4 Entries from countries where local national laws prohibit participation will not be accepted. Responsibility for ensuring compliance is with the Entrant. Booking.com reserves the right to – at its discretion - exclude and withdraw Entrants’ submissions from the Competition due to local law restrictions.
- 1.5 No purchase necessary, only internet access is required.
- 1.6 By participating in this Competition all Entrants will be deemed to have accepted and be bound by these Official Rules.

2 Entry to the Competition

- 2.1 You can enter the Competition from **10:10 CET on Monday, September 7, 2015.**
- 2.2 To enter this Competition, the first 1,000 people who tweet Booking.com their favourite hotel, villa, apartment, igloo or tree house, with the hashtags #Merci #BookingYeah will receive a €50 credit following their next stay booked through Booking.com before the end of the year 2016.

3 Moderation:

Entries will be rejected and removed if they:

- 3.1 contain defamatory, malicious, indecent, obscene or other inappropriate content;

Booking.com

- 3.2 include the names, likenesses, photographs, videos or similar of any individual without their express permission;
- 3.3 have not been uploaded specifically for the Competition;
- 3.4 refer to any brand other than Booking.com;
- 3.5 represent a danger to health and safety;
- 3.6 infringe upon anyone rights; and/or,
- 3.7 are or could be considered unlawful or misleading advertising.

4 Privacy

- 4.1 For participation in the Competition, the Entrants acknowledge that their Twitter username will be visible for Booking.com and that it will be visible on the Twitter feed of Booking.com.
- 4.2 The winner may be required to participate in the following publicity forms relating to this Competition: the use of his/her name and their winning tweet may be visible on the Twitter feed of Booking.com.
- 4.3 Booking.com will use information Entrants provide for the purpose of administering this Competition, managing Competition entries, and publishing the winner of the competition as described in these Official Rules.
- 4.4 Booking.com reserves the right to pass on the personal details associated with an entry that causes its concern to the relevant legal or other regulatory authority. Please see the [privacy policy of Booking.com \(http://www.booking.com/general.en-gb.html?tmpl=docs/privacy-policy\)](http://www.booking.com/general.en-gb.html?tmpl=docs/privacy-policy) for further information about how Booking.com collects, uses and shares personal information.
- 4.5 By providing personal data and entering the Competition, Entrants consent (and confirm that they have the consent of any other individual appearing in their entry) to Booking.com's use of their personal information and the submitted Images as detailed in these Official Rules.

5 Winner selection:

The first 1,000 people to tweet Booking.com their favourite hotel, villa, apartment, or even igloo or tree house, with the hashtags #Merci #BookingYeah will receive a €50 credit following their next stay booked through Booking.com before the end of the year 2016, provided the Entrants and the tweets comply fully with the Official rules. Any Entrant and/or tweet that does not comply will be excluded from the competition.

6 The Prize

- 6.1 Each winner will receive a €50 credit (hereafter “the Prize”) following their next stay booked through Booking.com before the end of the year 2016.
- 6.2 The Prize must be used between the dates of September 9, 2015 through until December 31, 2016.
- 6.3 The winners will be notified via Twitter, followed by an email confirmation with more information regarding redemption of the prize, before September 16, 2015. The winner will have to accept the Prize by responding within seven (7) days after the date of notification (the “Acceptance”). Booking.com may otherwise disqualify the winner at its sole discretion and award the Prize to a runner up. Each new runner up will be offered the Prize according to where they finished in the total standings of runners up, determined by Booking.com at its sole discretion.
- 6.4 The Prize will be paid net (that is subject to the deduction) of all Dutch Game Chance Taxes. However, if the winner resides outside the Netherlands or is a non-Dutch citizen, there may be additional taxes to be paid on the value of the Prize as a result of the laws of the winner’s country of residence or citizenship. The winner is solely responsible to comply with any applicable tax legislation in such country related to the Prize. Booking.com will not make or reimburse the winner for any payments required under applicable tax legislation and is not responsible in case of failure of the winner to comply with such applicable tax obligations.
- 6.5 The Prize is nontransferable and there is no cash alternative to the Prize offered in whole or part. Booking.com reserves the right to offer an alternative prize of greater or equal value. The winner should allow up to 28 days for delivery of the Prize as of the receipt of the winner’s Acceptance of the Prize by Booking.com.
- 6.6 No responsibility is accepted for entries lost, corrupted or delayed for any reason.

7 RESPONSIBILITY

- 7.1 Booking.com does not take responsibility for network, computer, hardware or software failures of any kind, which may restrict or delay the sending or receipt of Entrant’s entry.
- 7.2 Participation in the Competition shall be the sole responsibility of the Entrants. Booking.com shall not be liable for any damage, including without limiting the foregoing, caused injury to any of the Entrants and/or as a result of the participation and/or non-participation in the Competition or any part of it.
- 7.3 Entrants bear full responsibility for any content they will share as part of the Competition. Without derogating from the above, the Entrants undertake not to share any content that includes negative and/or slandering statements and/or images with respect to Booking.com and/or its services.

Booking.com

- 7.4 Entrants also undertake not to upload any content that infringes any (intellectual property) right, such as copy- and/or personal/privacy rights, of any third party and in addition Entrants are obligated to receive the consent of anyone whose details appear in the shared contents.
- 7.5 Without limiting the foregoing, it is clarified that it is forbidden to upload and/or publish on the website content that is inappropriate and/or sexually abusive and/or any other content that violates any proprietary rights and content whose publication is prohibited by any law.
- 7.6 Booking.com is not responsible for any technical malfunction related to the Competition due to unauthorized access to Booking.com's computers or malfunctions, damage or software issues, hardware and communication lines of Booking.com and/or any of its suppliers and/or its representatives.
- 7.7 Twitter and the Competition activity depends, among other things, on third parties services and/or products. Booking.com is not responsible for any actions or omissions of third parties and will not be liable for any damage and/or loss and/or expense caused to the Entrant and/or any third party as a result of the foregoing.
- 7.8 It is explicitly clarified that Booking.com will not be responsible in case of lack of access, for any reason, of an Entrant or potential Entrant, to Twitter for the Competition.
- 7.9 Booking.com bears no responsibility for the content and/or shape and/or accuracy and/or reliability of the content uploaded to Twitter. Note that in case of any change or cancellation of the Competition or any part thereof, the Entrant will not be entitled to any compensation.
- 7.10 The Entrant hereby exempts Booking.com absolutely, finally and irrevocably from responsibility for any damage, loss or expense of any kind whatsoever, caused and/or will be caused to Booking.com and hereby undertakes to indemnify Booking.com for any damage, loss or expense of any kind whatsoever, including legal expenses, caused and/or will be caused to Booking.com and/or to any third party and which is related, directly or indirectly, to the content sent to and/or any activity or use of Twitter, and that shortly after the first demand of Booking.com and hereby waives fully, finally and unconditionally any claim and/or demand against Booking.com in connection with such content and/or browsing Twitter or the Competition and their use.
- 7.11 By submitting their entry, Entrants warrant and undertake that:
 - a) at the time of entering, any recognizable individual(s) appearing in Entrants' entry and Image have duly accepted to be taken by them and accepted Entrants' Image to be used to enter the Competition;
 - b) Entrants' entry does not infringe any third party rights;
 - c) Entrants' entry does not contain Images or artwork not created by the Entrant;

Booking.com

- d) Entrants' entry does not infringe any intellectual property rights (excluding any intellectual property rights owned by or licensed to Booking.com), and Entrants' are the legal and beneficial owner of all intellectual property rights in their entry;
- e) Entrants have the right to grant Booking.com the permission and consents necessary to use their entry as set out in the Official Rules, including from any individual(s) appearing in their entry;
- f) Entrants' entry does not feature any person under the age of 18;
- g) Entrants agree that Booking.com may, in its sole discretion, commercially exploit their entry as it sees fit, or elect not to publish, use or exploit their entry (or to cease the same) in accordance with these Official Rules.
- h) Entrants' entry does not contain any defamatory, malicious, indecent, obscene or otherwise inappropriate material, nor anything which may reasonable be considered to be offensive (whether by image, gesture, statement or other material of any kind).

8 General

- 8.1 Booking.com reserves the right to amend these Official Rules at any time.
- 8.2 Except in the case of death or personal injury arising from negligence, or in respect of fraud, and so far as is permitted by law, Booking.com and its associated companies exclude responsibility and all liabilities arising from:
 - a) any postponement or cancellation of the Competition, and
 - b) any changes to, supply of (including, without limitation, Prizes which do not reach the intended recipient), or use of the Prize, and
 - c) any act or default of any third party supplier which are beyond Booking.com's reasonable control.
- 8.3 Entrants agree:
 - a) to co-operate with and take part in reasonable publicity for and on behalf of Booking.com upon request (which may include, without limitation, press and competition activities);
 - b) not to make any reference to Booking.com, in relation to this Competition (for example, by holding press conferences or making press releases) or use any of Booking.com's trademarks without prior written approval.
- 8.4 To the extent permitted by law, this Competition shall be governed by and construed in accordance with Dutch law. As far as this Competition is governed by Dutch law, this Competition complies with the Dutch Code on Promotional Games of Chance (Gedragcode Promotionele Kansspelen).

Booking.com

- 8.5 If you have a question or complaint you can send an e-mail to mediarelations@booking.com. We will reply to you as soon as possible.
- 8.6 Any dispute arising out of this Competition shall exclusively be submitted to the competent courts in Amsterdam, the Netherlands.
- 8.7 The original UK English version of these Official Rules may have been translated into other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these Official Rules or inconsistency or discrepancy between the UK English version and any other language version of these Official Rules, the UK English language version to the extent permitted by law shall apply, prevail and be conclusive. The UK English version is available on our website (by selecting UK English language) or shall be sent to you upon your written request.
- 8.8 If any provision of these Official Rules is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these Official Rules.

September 2015