

TERMS AND CONDITIONS

"BEACHCOMBER PRIZE DRAW: More likes, more Nights"

1. Presentation of the Organising Company

New Mauritius Hotels Limited, a company incorporated under the laws of Mauritius, with its registered address at Botanical Garden Street, Curepipe, Mauritius and registered at the Registrar of Companies under the number C1439, will be referred to as the "Organiser".

The company's representation office in France based at 5 rue du Faubourg Saint-Honoré 75008, PARIS, is registered with the Register of Paris under the number 340 123 264.

New Mauritius Hotels Limited, namely the "Organiser", is organising a free prize draw promotion with no obligation to buy, called "BEACHCOMBER PRIZE DRAW: More likes, more Nights", hereinafter referred to as the "Promotion".

2. Dates and availability

The Promotion called "BEACHCOMBER PRIZE DRAW: More likes, more Nights" will begin the 28/09/2013 at 00.01 a.m. (GMT +1) and will end the 30/09/2013 at 11.59 p.m. (GMT+1). The Promotion may be interrupted or extended by the Organiser before the above mentioned deadline. The Promotion is accessible at the following URLs:

http://facebook.com/BeachcomberHotels

3. Participants

Anyone who participates in the Promotion will be hereinafter referred to as the "Participant". This is a free entry game with no obligation to buy and is open to anyone above the age of thirteen except:

- Employees of Beachcomber Hotels and their families (same name, same address)
- Employees of New Mauritius Hotels and their families (same name, same address)
- Any person who has contributed directly or indirectly to the development of the game

Any Participant under 18 years of age must be granted permission from a parent or guardian to enter the draw and to agree to the terms and conditions. The Organiser reserves the right to ask participants to obey these regulations and to exclude any participant or winner who does not abide by these terms. The Organiser reserves the right to make all necessary checks regarding the identity and addresses of participants.

Any participation on paper or any other form of entrance other than that stated by the Organiser will be excluded.

4. Registration and principle of the game

ON FACEBOOK

To participate in the draw, the participant has to click on the "Like" button on the dedicated Beachcomber Hotels Facebook post:

 $\frac{\text{http://www.facebook.com/photo.php?fbid=564780530246702\&set=a.247291025328989.61973.193293}}{197395439\&type=1\&theater}$



Taking part in this Promotion implies full acceptance of the given terms and conditions by the participant. Only one person per household (same name, same country or same email address) is allowed to take part during the running of the game.

5. Description of prizes

The prize is as follows: A stay for two on half-board basis (according to the hotel's terms and conditions) in a Beach Front Villa with pool at SAINTE ANNE RESORT & SPA in the Seychelles.

If the post gets less than 3.000 likes, the winner will win a 4-night stay.

Between 3.000 to 5.000 likes, the winner will win a 5-night stay.

Between 5.000 to 8.000 likes, the winner will win a 6-night stay.

More than 10.000 likes, the winner will win a 7-night stay.

The conditions attached to the prizes offered by Beachcomber Hotels are as follows:

- The "prize" is not transferable nor exchangeable and cannot be resold
- The "prize" is valid 18 months from the date of the draw
- The "prize" cannot be redeemed during the PRIME season (from 20/12 to 08/01) or EASTER holidays (from 15/03/14 to 30/04/14)
- Bookings are subject to availability and must be made via the Planning Department: planning@bchot.com
- All extras must be settled by guests directly
- Flights and transfers are not included in the "prize"
- No compensation will be paid to the winner if they do not claim their "prize"

Photos and illustrations of the "prize" are non-contractual.

6. Method of allocation of the prizes

At the end of the "Promotion", a prize draw will be held who will determine the winner.

The winner wins the prize described under article 5.

Name of the winner will be published:

- On the Beachcomber Hotels Facebook page wall in a dedicated post
- On the Beachcomber Hotels website : http://www.beachcomber-hotels.com/

The winner will have 90 days to claim their prizes. Past this deadline, the winner will lose his/her prize.

General information regarding the "Prize": the prize may not give rise to disputes or claims of any sort and cannot be replaced or exchanged at the winners' request or for any other reason. If necessary, due to the circumstances, the Organiser reserves the right to replace any prize by another prize of an equivalent value.

The Organiser cannot be held responsible if a winner is unreachable. In that particular case, it is not the "Organiser's" responsibility to retrace the winner who will not, as a result, benefit from the prize or any sort of compensation or indemnity.



If the winner is a minor, the prize will be given to his/her responsible parent/guardian.

7. Request for reimbursement

On a participant's request, the Organiser will reimburse Internet connection fees to view the conditions and take part to the game. However, the "Organiser" is not obliged to reimburse Participants who are in breach of the conditions when participating to the game.

Costs incurred for participation to the game via Internet will be reimbursed on written request enclosed with the documents indicated below. All must be sent to the address below:

Beachcomber Hotels
"BEACHCOMBER PRIZE DRAW: More likes, more Nights"
5 rue du Faubourg, Saint-Honoré
75008 PARIS
FRANCE

Refund requests sent by e-mail will be discarded.

Reimbursement of Participation

Any refund request should be sent before 1st October 2013 (postmark as proof) and must include the following documents based on the below:

- For Participation, the amount refunded will be 0.25 euro, corresponding to the connection fees to connect, enter the game and connect again to confirm results
- The photocopies made as part of the claim may be reimbursed at a rate of 0.08 euro per photocopy
- The Organiser will reimburse postage costs used by Participants who have sent either a request for reimbursement or a request for terms & conditions

Conditions for reimbursement of participation expenses

To qualify for reimbursement of costs, the Participant must attach the following to the request:

- 1. Name, postal address, email address, name of the game in which he participated, a photocopy of his identity card or proof of ID and date and time of participation
- 2. A photocopy of a household bill (for example a phone bill). This photocopy will serve as proof of address

Any Participant whose Internet access to the game is free or based on a fixed use rate will not be reimbursed, as access to the website does not incur any additional costs.

Reimbursements will be made by bank cheque within ninety days of reception of the application after verification of the validity of the request, including that the information contained in the claims in relation to information recorded on the form of Registered seized on the event website.

In the case of an extension or postponement of the Promotion, the deadline for obtaining settlement of the Promotion and reimbursements (stamp and internet connection fees) would be postponed accordingly.



8. General information

- 8.1 All participants authorise the Organiser to conduct any verification of identity, address and date of birth. Any misrepresentation of identity or false address causes immediate elimination of the Participants and, if need be, the cancellation of any prize/reimbursement already despatched. The organiser reserves the right to publish on- and off-line the names of winners as well as the list of prizes won, without any rights being conferred on the winners other than the award of the prizes. The winner must accept that his identity is published, without the right to insist on any consideration whatsoever or to oppose it, unless he relinquishes his right to the prize.
- 8.2 The Organiser cannot be held responsible in case of force majeure or events outside its control if it is obliged to cancel, shorten, extend, defer or amend the conditions of participation (modification of access to the Promotion from the moment it starts or while it lasts) and the operating mode of the actual "Promotion". The Organiser is not responsible for any technical problems, malfunction of the Internet and telephone lines, power failure or server problem preventing the participant to become a fan of Beachcomber Hotels on Facebook.
- 8.3 Participation to the game implies express acceptance of this regulation. Non-compliance with this regulation and any fraud or attempted fraud, committed to improperly collect a prize or any malicious intent to disrupt the progress of the Promotion, may give rise to elimination of fraudulent participants. The Organiser reserves the right to prosecute perpetrators of these frauds.
- 8.4 The Organiser reserves the right to modify the regulations of the Promotion at any time without notice or obligation to explain the decision and without entailing any responsibility as a result. Participation to the game implies express acceptance of any modifications as from the date of their implementation.
- 8.5 Any dispute or claim related to the Promotion will not be considered after the 30/09/2013, midnight Paris time (GMT+1). Any disputes should be sent Beachcomber Hotels, 5 rue du Faubourg Saint-Honoré 75008 PARIS. Any matters relating or arising under the terms and conditions are governed by the laws of the courts of Paris, France. Any difficulty in the interpretation or application of this regulation will be subject to the assessment of the Organiser.
- 8.6 The Organiser agrees to respect all personal data regarding the participants in accordance with the right for private life requiring confidentiality of personal health data. In accordance with the provisions of law nº 78-17 of 6 January 1978 relating to IT, files and freedoms, participants have the right to access, amend and delete data concerning them. They can exercise this right by sending a letter stating their family name, surname and e-mail address to:



Beachcomber Hotels "BEACHCOMBER PRIZE DRAW: More likes, more Nights" 5 rue de Faubourg Saint-Honoré 75008 PARIS France

- 8.7 The reproduction or exploitation of part of or all of the elements constituting the Promotion "BEACHCOMBER PRIZE DRAW: More likes, more Nights" is strictly prohibited. It is also strictly prohibited, by any means, to modify or attempt to modify any features of the Promotion, in order to modify results.
- 8.8 The annulment of a clause of the actual regulation does not affect the validity of any other clauses.

Drafted in Paris, 28th August 2013