

#myaccorplus Campaign

November 2023

Terms and Conditions

Information on how to enter the Promotion are part of these terms and conditions. Entries not made in accordance with these terms and conditions will be disqualified.

Section 1: Promotion

1. Promotion: Accor Plus members who either post a public image or video of his or her favourite Accor Plus benefit experience and tips on his or her Instagram feed or through a comment in the Accor Plus Facebook competition post in accordance with these Terms and Conditions of entry will be entered into the judging to win one of the **twenty (20)** prizes of ten thousand (10,000) ALL Reward Points. Prizes will be credited to members' accounts upon judging and confirmation of eligibility.

These Terms and Conditions of Entry will be published on the Accor Plus Facebook and Instagram pages, and website in English and are subject to change at any time during the competition period.

2. Promoter: The promoter is Accor Plus (operated by Allegiance Marketing Pty Ltd ATF Allegiance Marketing Unit Trust) ABN 58 805 288 553. 1 Level 30, 123 Pitt Street, Sydney, NSW, 2000, Australia.

3. Promotion Period: The Promotion will commence on **6th November 2023** and close at 11:59PM (AEDT) on **30th November 2023**.

Section 2: Eligibility

4. Eligibility: To be eligible to enter the Promotion, the entrant must be:

- a. Aged 18 years of age or older as at the commencement of the promotion
- b. A current Accor Plus Primary or Secondary member

5. Non-Eligibility:

- a. Entrants are not eligible to enter the Promotion or win any Prize if they are: (i) an employee or immediate family member of an employee of the Promoter or Accor worldwide or the Promoter's related companies; or (ii) an employee of any marketing agency associated with the Promotion.
- b. Accor Plus Partner and Partner Privilege members, together with ALL - Accor Live Limitless members who are not Accor Plus members, are also ineligible to participate.
- c. The laws in some countries do not allow the Promoter to conduct this promotion, in which case the promotion and these Terms and Conditions of entry are void in those countries.
- d. Members from Mainland China and the Philippines are not eligible to participate in the competition due to promotional restrictions.

6. Further, any missing or incorrect information or contact details provided to Accor Plus, or any subsequent removal of an entry before the conclusion of the promotion, will render that

entry invalid.

Entrants acknowledge that all content posted on Instagram and Facebook related to the competition must be in accordance with Instagram and Facebook's terms and conditions

(<http://instagram.com/about/legal/terms/#> | <https://www.facebook.com/terms.php?ref=pf>)

Entries must not include (i) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and (ii) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.

Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.

By participating in the Promotion and submitting an entry, each entrant agrees to transfer all rights associated with the entry to the Promoter. Furthermore, they grant the Promoter unrestricted permission to utilize the entry in any manner the Promoter deems appropriate, even after the conclusion of this promotional campaign. This includes the ability to modify, adapt, or publish the entry in its original form or with modifications, whether in whole or in part, or not at all. The entry may be used for online promotional purposes by the Promoter without any obligation to compensate the entrant, such as paying royalties or providing compensation. When entrants submit their entries, they also give their consent for the Promoter to engage in any activities related to the entry that might otherwise infringe on the entrant's moral rights in the entry. This may involve copying any content included in the entry, presenting the content in public, or sharing it with the general public. The Promoter may also permit third parties to undertake these actions.

Section 3: Entry to the Promotion

7. To enter, entrants must, during the Promotion Period:

- a. Through a Facebook comment on the competition post or through an Instagram post on your feed, share your photo or video along with a compelling narrative of your best experience in using your Accor Plus benefits. Don't forget to share some handy tips in maximizing your membership privileges for our community too.
- b. Ensure that you mention the name of the Accor hotel or restaurant where the experience took place and add the hashtag #myaccorplus on your entry.
- c. Follow @AccorPlus and make sure you are able to receive private messages from us.

Only current Accor Plus members are eligible to join. Entrants will be required to provide their Accor Plus membership number via message in order to win.

Only images or videos posted publicly in the Facebook competition post comments and Instagram feed will be accepted; Facebook and Instagram stories are not applicable.

Entrants' Facebook or Instagram accounts must be able to receive messages from the Accor Plus business page.

When an eligible entrant completes a valid entry within the Promotion Period as noted in Clause 3, the entrant will automatically receive one entry into the Promotion.

This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on creative merit. The judge's decision will be final, and no correspondence will be entered into.

Section 4: Judging

8. Judging: Winning entries will be determined by the judges to be the overall most engaging and inspiring with the best image or video representation of his or her Accor Plus benefit experience and tips.

Each week during the campaign period, five (5) entrants will be chosen to win ten thousand (10,000) ALL Reward Points each. A maximum of twenty (20) winners will be selected in the whole campaign duration.

Winners per week will be announced within the week after. In any unforeseen circumstances, Accor Plus reserves the right to delay the announcement of winners without notice.

All winners will be notified via Facebook message or Instagram direct message. Winners' names and their entries may be published on the Accor Plus website and on other Accor Plus social media channels.

9. Prize Winners: The Prizes described below in Section 5 will be awarded to the entries judged as described in Clause 8.

Section 5: Prizes

10. Prize Components: The prizes are as follows:

a. Each entry (to a maximum of 5 per week) deemed to be the most engaging and inspiring with the best image or video representation of his or her Accor Plus benefit experience and tips by the judges will receive ten thousand (10,000) ALL Reward Points credited to their Accor Plus account with validity aligned with the winner's Accor Plus membership validity. ALL Reward Points are subject to the Terms and Conditions as outlined in the Accor Plus website.

11. Prize Conditions: The Prizes are subject to the following conditions:

a. No exchange of Prize: Prizes will be supplied as described in these Terms and Conditions of Entry. The Prize is non-transferable and cannot be exchanged or redeemed for cash. If, for any reason, the Prize Winner cannot take any component of the Prize, then the Prize will be forfeited.

b. Taxes: Winners will be responsible for any tax liability associated with a Prize.

c. If a prize or element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.

d. There is no limit to the number of times a member can enter during the competition period.

e. There is no limit to the number of times an Accor Plus member may win a prize during the competition period.

Section 6: Prize Winners

12. Contact: The Promoter will contact each of the Prize Winners in writing via Facebook or Instagram direct message within eight (8) business days of their entry being received to confirm their eligibility under these terms and conditions and to confirm whether the Prize Winners wish to claim their Prize. Winners must reply with their membership ID within **seven (7) working days after the Promoter has notified them about their eligibility**. The entries of the Prize Winners who have confirmed their Accor Plus membership may also be published on the Accor Plus social media channels and website.

13. Claim of Prize: Entrants must confirm their eligibility within **seven (7) working days after the Promoter has notified them about their winning entry**. If the Prize Winners fail to do so by the deadline, the Prize Winners will be deemed to have forfeited their Prize and the Promoter shall have the right to choose another eligible winner.

14. Winner Publicity: In accepting a Prize, the Prize Winner agrees to participate in any publicity arrangements made by or on the behalf of the Promoter in relation to the Promotion. The Prize Winner further acknowledges that the Promoter reserves the right to publicize their name, state, country, and competition entry without any payment being made to them in respect of this Promotion.

Section 7: General Conditions

15. Lost, Delayed Communication: The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.

16. Release: To the fullest extent permissible by law, each entrant in the Promotion including without limitation the Prize Winners, releases the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by such entrant in connection with the Prize or their participation in the Promotion. The Promoter, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect, consequential and economic loss) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the use of any Prize, except for any liability which cannot be excluded by law. Further, to the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorized intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

17. Force Majeure: Subject to applicable law, the Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts, which are not reasonably within the control of the Promoter.

18. Disputes: In the event of a dispute, the decision of the Promoter is final, and binding and no correspondence will be entered into.

19. Privacy Notice: During the course of the Promotion, the Promoter may collect personal

information in relation to entrants. This may include, but is not limited to, the names, email addresses, telephone numbers, and other details provided by the entrant on the registration form. The entrant's personal information is collected so the Promoter is able to contact and award the Prize to the Prize Winner, to publish the results of the Promotion and to publicize the Promotion.

20. Consent to use of Personal Information for Marketing Purposes: Furthermore, by entering this Promotion, unless otherwise advised by the entrant, each entrant consents to the retention and use of the information collected, which trades as Accor Plus. For details about who we are, how we may use your information and what your rights are under the new privacy laws, please see our Privacy Policy, which is available from the Promoter at www.accorplus.com. Uses may include future promotional, marketing, and publicity purposes without any further reference or payment or other compensation to the entrant, or distribution of marketing materials for goods or services in the tourism, hospitality and services industries from the Accor Group or from companies in the tourism and hospitality industry in which the Promoter holds shares.

21. The Promoter may communicate or advertise this competition through social media channels. The competition, however, is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any liability.