

# Terms and Conditions for the Lonely Planet – Pikeo Photo Competition

**Warning: This is a translation of the French rules. Only the French version of the rules is legally binding.**

## 1. Presentation of the Organizers

France Télécom, a Public Limited Company with 10,457,395,644 euros in capital, Paris Commercial Register n° 380 129 866, with its registered office at 6 place d'Alleray 75015 Paris (hereinafter called "the Organizer") and the company Lonely Planet are organizing a free competition, with no obligation to buy, entitled "Lonely Planet – Pikeo Photo Competition" (hereinafter called the "Competition" or "Lonely Planet – Pikeo Photo Competition", solely accessible via the Internet network on the Internet address [www.pikeo.com](http://www.pikeo.com).

## 2. Competition Timeframe and Participation Entitlement

The "LONELY PLANET – Pikeo Photo Competition" will start on 1<sup>st</sup> August 2008 at 12pm and end on 8<sup>th</sup> September 2008 at 11:59 pm (Paris time zone).

The Organizer reserves the right to postpone, modify, cancel or renew the Competition if circumstances demand. In any event, its liability cannot be brought to bear in this respect.

The Competition is open in any country to members and any new members of the Pikeo service participating in the competition, hereinafter called the "Participant". On assumption that a Participant is a minor, s/he declares and acknowledges that s/he has received permission to participate from his/her designated legal representative and that the legal representative has accepted to be liable for the participant abiding by all the terms and conditions presented herein. Any and all participation by a minor is the full responsibility of the concerned person's legal representative.

This excludes people who directly took part in the direct or indirect preparation of the Competition and their families (same name, same postal address) and members of staff of Etude PIQUET-MOLITOR, Official Bailiffs.

## 3. Principles of the LONELY PLANET – Pikeo Photo Competition

### 3.1 Summary

**A)** Participating Pikeo members propose their digital photos on the theme "The greatest photos of Paris, Barcelona, Istanbul and London for the cover of the Encounter guides" submitting them to the groups "LONELY PLANET COMPETITION: [city]". There will be four groups, one for each city. Participants who are not yet members of Pikeo can become members free of charge in order to be able to take part in the Competition. Entries must meet the requirements of the brief as provided on the competition entry page, and must also comply with the Pikeo Terms of Use ([http://www.pikeo.com/terms\\_of\\_use.jsp?locale=en](http://www.pikeo.com/terms_of_use.jsp?locale=en)).

**B)** A panel of judges will select the best photo for each of the four cities (i.e. 1 photo from each group) and then 27 runners-up photos from all those sent in, corresponding to the theme "The greatest photos of Paris, Barcelona, Istanbul and London for the cover of the Encounter guides" and thus choose 31 winners in all.

### 3.2 Details

## A)

Participants will deposit their photos on the theme “The greatest photos of Paris, Barcelona, Istanbul, and London for the cover of the Encounter guides” (in JPEG format) on the Pikeo service between 1<sup>st</sup> August 2008 at 12pm and 8<sup>th</sup> September 2008 at 23.59pm inclusive; to register their photos for the competition, they will add them to the groups "LONELY PLANET COMPETITION: [CITY]" (four groups).

To be considered a Participant, an Internaut must have:

- Set up a Pikeo user account on the address <http://www.pikeo.com> with a valid email address and an identifier in compliance with Article 4.

There may only be one Pikeo user account per Internaut. The setup of an additional account will void participation.

- Integrated at least one digital photo into this account (in JPEG format), taken by the participant himself/herself or for which he or she has full permission to use for this purpose, and add it to the groups "LONELY PLANET COMPETITION: [CITY]". To be valid, the photo must remain accessible by the public until the end of the competition. Any modification to the photo access rights will invalidate the photo and void participation in the competition.

**Participants may import as many photos as they wish into their Pikeo space, up to a limit of 1GB, and can submit a maximum of 5 photos per group "LONELY PLANET COMPETITION : [CITY]".**

## B)

Between September 9th and November 3rd 2008, a panel of judges consisting of 5 members from the Organizing companies will select the 31 best photos from all the photos meeting participation criteria and respecting public order as specified in Article 4, based on criteria of originality, quality and consistency with the theme “The greatest photos of Paris, Barcelona, Istanbul and London for the cover of the Encounter guides”.

The panel's choice is final. No questions will be answered on the roll-out of the competition and selections made by the Organizer. Participants encountering technical difficulties can contact the support service by email on the following address: [support@pikeo.com](mailto:support@pikeo.com) .

## 4. Terms and Conditions of Participation

Participation in the LONELY PLANET – Pikeo Photo Competition is free with no obligation to buy.

The Participant will not choose an identifier and insert into his or her account photos reproducing:

- messages contrary to good morality or public order (notably messages that are abusive, defamatory or racist, messages of a violent or pornographic nature, messages which, by their nature, infringe respect for human beings and their dignity, equality between men and women or the protection of children and adolescents, messages that encourage crimes and/or offences to be committed or urge the consumption of prohibited substances or messages inciting discrimination, hatred or violence).
- messages that infringe or are liable to infringe the rights of third parties and, in particular, their intellectual property rights.
- messages contrary to the interests of the France Telecom group or infringing thereon.

Moreover, the Participant declares that he or she is the photographer or holds all the rights relative to the publishing of the photos onlined and, in this respect, guarantees the Organizer against any action brought by third parties.

Participation in the Competition involves unreserved acceptance of these regulations in their entirety, the rules of ethics currently in force on the Internet, as well as laws and regulations applicable to competitions currently in force in France.

## 5. Prizes

### 5.1 Prizes to be awarded

31 prizes will be awarded for a total value of 6337 euros, inclusive of VAT (euros inclusive of all tax).

- 1<sup>st</sup> to 4<sup>th</sup> prize: the first prize winners will each have the opportunity to have their photo published on the cover of the guide for the corresponding city (subject to a separate agreement between each winner and Lonely Planet).
- Each winner will also receive a trip from Intrepid Travel (<http://www.intrepidtravel.com/>). Prize value: 1255 euros inclusive of VAT

The winners may choose their prize trip from one of 4 destinations:

(1) Unforgettable India – 14 days from Delhi. Includes: 1 breakfast, 1 lunch and 2 dinners.

Monday departure

(2) Serengeti Trail – 8 days from Nairobi. Includes: all meals during the 6-day camping trip.

Saturday departure.

(3) Colours of Morocco – 15 days from Marrakech. Includes: 14 breakfasts, 3 lunches and 4 dinners.

Sunday departure.

(4) A Taste of Russia – 8 days from Moscow to St Petersburg. Includes: 4 breakfasts. Monday departure.

Prize value: 1255 euros

The prize includes return economy airfares from the United Kingdom to the tour departure point. If the winners of the first prize are not residents of the United Kingdom, Lonely Planet will provide return economy airfares from their nearest international airport to the United Kingdom. The winners will be responsible for all transfers, meals and accommodation not specified in the tour itineraries, passports, visas, personal purchases and insurance. The winners must complete their travel on or before before 30 June 2009. The prizes cannot be taken during blackout periods (1 December 2008 to 15 January 2009, and 1 April 2009 to 21 April 2009) Trips are subject to availability at the time of booking and Intrepid's standard booking conditions (available at [www.intrepidtravel.com](http://www.intrepidtravel.com)). All winners may be contacted by [intrepidtravel](http://www.intrepidtravel.com) to give their opinion about the trip.

- 5<sup>th</sup> to 16<sup>th</sup> prize: a package of Lonely Planet guides worth 66€ inclusive of VAT
- 17<sup>th</sup> to 31<sup>st</sup> prize: a Pikeo photobook worth 35€ inclusive of VAT

The prizes are not transferrable and not redeemable for cash or exchange. Prizes cannot be used in conjunction with any other offer or discount.

### 5.2 Delivery of prizes

Winners will be advised by email of the prize they have won, at the email address indicated in their Pikeo account and will be asked to indicate their postal address for delivery. The 1<sup>st</sup> to 4<sup>th</sup> place winners will be requested to authorize Lonely Planet to publish their winning photo on the guidebook cover (subject to a separate agreement between each winner and Lonely Planet). In addition, the list of winners and their photos will be displayed on the page dedicated to the LONELY PLANET – Pikeo competition on the Pikeo site at <http://www.pikeo.com>.

Winners will receive their prizes by post from the Organizer within a maximum of 4 months after the response by the winner.

**If the email from the Organizer informing the winner, sent to the address entered on the winner's Pikeo account is returned (cf. Article 3.2. A), or if a reply is not received from the winner within 8 days of the date of dispatch, the winner will be disqualified and his or her prize awarded to the winner in the next place, without it being possible to invoke the liability of the Organizer.**

Similarly, Participants will surrender any prizes not delivered and returned due to an incomplete or incorrect postal address and they will be kept by the Organizer, without it being possible to invoke the latter's liability. Also, in the event of express abandonment of a prize by a winner, the prize will be kept by the Organizer and may be used in a subsequent operation if the nature of the prize permits, without it being possible to invoke the liability of the Organizer.

The Organizer cannot be held liable for any delays, losses, damage or lack of readability of date stamps due to the postal service, which may occur on delivery.

The Organizer cannot be held liable for any incident/accident that may occur when prizes are used. The prizes awarded to winners are personal and cannot be awarded to another person.

Prizes cannot be exchanged for other prizes, cash or for another item or service. However, the Organizer reserves the right to replace one of the prizes to be awarded by a prize of an equivalent or higher value, notably but without it being exhaustive, in the event of a stock outage of the prizes initially planned or any other unforeseeable, irresistible, external event that would make it impossible to deliver the prizes planned within reasonable timeframes. The prizes awarded only include what is indicated, to the exclusion of anything else. They cannot be contested in any way by the winner, be replaced by their equivalent in cash or replaced or exchanged for any reason whatever.

The value indicated for the prize(s) corresponds to the recommended retail price, inclusive of VAT, currently applied or estimated as of the date of preparation of the Rules: it is given for information purposes and may vary. The photographs or other illustrations used in any Competition presentation materials have no contractual value in relation to the characteristics of the prize finally awarded.

All the brands or names of products quoted are the registered trademarks of their respective owners.

Only one prize will be awarded per household (same name and address).

## **6. Advertising**

The Organizer reserves the right to organize any promotional operations and publicity events related to the present competition.

In this event, the Organizer shall request the authorization of the winners to reproduce and use their first/last names, address and winning photographs in such operations without this use giving rise to any exchange other than the prize won.

## **7. Limitation of liability**

Participation in the Competition implies knowledge and acceptance of the characteristics and limits of the Internet, notably in relation to technical performance, response times for viewing, querying or transferring information, the risk of interruption and, more generally, the risks inherent in any connection and transmission on the Internet, the absence of protection of certain data against possible misappropriation and the risk of contamination by any viruses circulating on the network.

As a result, the Organizer cannot, under any circumstances, without this list being limitative, be held liable for:

- any malfunction of the Internet network preventing smooth roll-out/operation of the Competition;

- the failure of any receiving equipment or communication lines;
- the loss of any paper or electronic mail and, more generally, the loss of any data;
- routing problems;
- the operation of any software;
- the consequences of any virus, computer bug, anomaly or technical failure;
- any damage caused to a Participant's computer;
- any technical, equipment and software failure whatsoever preventing or limiting the possibility of taking part in the Competition or which may have damaged a Participant's system.
- the malfunction of prizes distributed within the framework of the Competition and any indirect damages that they might cause.

It is specified that the Organizer cannot be held liable for any direct or indirect damage resulting from an interruption or malfunction of any kind, irrespective of the reason, or for any direct damage whatsoever that might result from a connection to the site developed within the framework of this Competition. It is up to all Participants to take appropriate measures to protect their own data and/or software stored on their computer equipment against any interference. Anyone logging on to the site developed within the framework of this Competition and Participants taking part in the Competition do so under their own responsibility.

The Organizer may cancel all or part of the Competition if it becomes apparent that fraud has occurred in any form whatsoever, notably by computerized means, within the framework of participation in the Competition or in deciding on the winners. In this event, the Organizer reserves the right not to award prizes to the perpetrators of fraud and/or to take appropriate legal action against the people responsible for this fraud. However, the Organizer cannot be held liable in any way in relation to Participants for any fraud which may be committed. The following will notably be considered as fraud:

- If a Participant proposes photos for which he or she does not hold the rights.
- If a Participant registers and then takes part in the Competition under one or more fictitious assumed names, fictitious emails, or names borrowed from one or more third parties: each Participant must register and take part in the Competition with a unique alias and email address.
- The use of multiple email addresses in an attempt to participate several times.

In the event of fraud, the Participant will be eliminated.

## **8. Agreement of proof**

It is hereby agreed that, except in the event of manifest error, the Organizer may use – notably as proof of any action, fact or omission - programmes, data, files, records, operations and other elements (such as follow-up reports or similar) of a computerized/electronic nature, format or medium, established, received or directly or indirectly retained by the Organizer, in its information systems in particular.

Participants will not contest the admissibility, validity or evidential value of the above-mentioned elements of a computerized/electronic nature, format or medium, on the basis of any legal provision of any kind, which might specify that certain documents must be written or signed by the parties to constitute proof.

As a result, the elements considered constitute proof and, if produced as means of proof by the Organizer in any legal or other proceedings, they will be admissible, valid and enforceable between the parties in the same way, under the same conditions and with the same evidential value as any document established, received or retained in writing.

## **9. Case of force majeure – Extension reservations**

The Organizer cannot be held liable if, due to a case of force majeure or circumstances beyond its control, the Competition were to be modified, curtailed or cancelled.

In all cases, the Organizer reserves the right to extend the period of participation and to postpone any date announced.

Any modification to the Rules will give rise to a new document being lodged at the offices of PIQUET MOLITOR, Official Bailiffs, 23 rue Vaneau 75007 Paris, and will take effect from the time it is online: all Participants will be deemed to have accepted it simply by their participation in the LONELY PLANET – Pikeo Photo Competition, as of the effective date of the modification. Any Participant refusing the modification(s) made should cease to participate in the LONELY PLANET – Pikeo Photo Competition by deleting their photos from the group "LONELY PLANET COMPETITION: [CITY]".

## **10. Reimbursement**

The costs incurred to participate in the LONELY PLANET – Pikeo Photo Competition, on the basis of an average call connection time of 6 minutes (at a rate of 0.23 euros a minute) can be reimbursed via a simple request in writing to the following address:

Marketing Next Technocentre  
Concours photo Pikeo LONELY PLANET  
38 rue du Général Leclerc  
92130 Issy-Les-Moulineaux

on presentation of documentary proof (copy of the invoice with the dates and times of connection clearly underlined). This request must be sent by post before 25th September 2008, with the post office date stamp constituting proof, and must indicate the email address registered for the Competition, enclosing full bank account details (RIB/RIP).

Costs incurred by the Participant for the reimbursement request will be reimbursed on request (reimbursement of the stamp at the current slow rate - 20g.).

Costs for photocopying documentary proof will be reimbursed on the basis of 10 cents a sheet by including this request in the connection cost reimbursement request.

Reimbursement will be made by any means chosen by France Telecom, to be sent within 60 days of receipt of the request, after verification of the validity of the request and, in particular, the conformity of the information contained in the reimbursement request letter with the information recorded on the registration form input on the site.

Participants who do not pay connection charges due to the volume of their calls (holders of a subscription plan, cybercable or ADSL users, etc.) cannot obtain reimbursement.

Only one request per household (same name and postal address) will be permitted throughout the period of the competition.

## **11. Applicable law and interpretation**

The rules are governed solely by French law.

Any question concerning the application or interpretation of the Rules or any unforeseen question that may arise will be decided upon, without appeal, depending on the nature of the question, by the Organizer or by PIQUET MOLITOR, Official Bailiffs, in compliance with French law. Claims can only be accepted within one week of publication of the results.

Personal data collected within the framework of this Competition will be treated in compliance with the Pikeo confidentiality policy, which can be accessed on [www.pikeo.com](http://www.pikeo.com). This data may give rise to the exercise of a right of access, rectification and opposition. All participants in the Competition and their legal representatives, if minors, are entitled to apply this right by sending an email to [support@pikeo.com](mailto:support@pikeo.com).

## **12. Lodging and viewing of the rules**

A full copy of the Rules is lodged with PIQUET MOLITOR, Official Bailiffs, 23 rue Vaneau, 75007 Paris. The Rules can be viewed on the Site.

A full set of the Rules will also be sent free of charge by post to anyone making a request to:

Marketing Next Technocentre

Concours photo Pikeo LONELY PLANET  
38 rue du Général Leclerc  
92130 Issy-Les-Moulineaux

The cost of the stamp will be reimbursed on the basis of the slow "letter" rate in force, by including a request with the application for a copy of the Rules. No verbal request will be answered concerning the Competition.