EN Speaking markets Ts&Cs – Club Eurostar Jackpot

1. Purpose

- 1.1 THI Factory SA, registered with the Banque Carrefour des Entreprises under the No. 0541.696.005, Trade Register of Brussels, with its head office at Place Marcel Broodthaers 4, 1060 Brussels, Belgium, and Eurostar International Limited, a company incorporated in the UK under company number 02462001, with its registered office at 6th Floor, Kings Place, 90 York Way, London N1 9AG, United Kingdom (hereinafter both referred to as "EUROSTAR)", are organising a competition entitled "3 Million Club Eurostar", with no obligation to purchase, for which the conditions of participation are provided below (hereinafter "Competition").
- 1.2 To organise the Competition, EUROSTAR uses the services of Lucky Cycle SA (hereinafter "LuckyCycle"), a limited company governed by Belgian law, registered with the Banque Carrefour des Entreprises under the No. 0548 756 417, RPM Brussels, with its headquarters at Avenue Louise 523, 1050 Brussels, Belgium.
- 1.3 The Competition will take place from 4 June 2024 at 10:01am CET to 18 June 2024 at 11:59pm CET (hereinafter referred to as the "Competition Period"). Pursuant to article 8.1 below, EUROSTAR reserves the right to end the Competition during the Competition Period without prior notice, and without having to provide any explanation or compensation to participants or third parties and in the event of complete depletion of the prizes, as described in article 5 below, before expiry of the Competition Period.
- 1.4 The Competition will take place across the following locations: Belgium, France, the Netherlands, Germany, United Kingdom (hereinafter "EUROSTAR countries").
- 1.5 Other than as provided for in article 4 of these Rules, participants will not send correspondence to EUROSTAR or LuckyCycle or make any telephone or other communication during the Competition Period or after the Competition has ended.

2. Participation requirements

- 2.1. Participation in the Competition is entirely free, and no purchase is necessary.
- 2.2. Participation in the Competition is open to anyone over 18 years of age, residing in one of the EUROSTAR countries during the Competition Period (hereinafter "Participant"), except for individuals who have a direct or indirect legal connection with any of the EUROSTAR Group companies or LuckyCycle (staff members, employees) and any other person involved in the organisation of the Competition (including marketing/communication agencies, advertising and promotion consultants).
- 2.3. Participants acknowledge that any order they place on the website is not driven, primarily or secondarily, by the hope of winning a prize resulting from their participation in the Competition.

3. Participation terms and conditions

- 3.1. Participation in the Competition is only possible for Participants with an Internet connection.
- 3.2. Each Participant is responsible for giving full and accurate information in the entry form. EUROSTAR reserves the right to check the accuracy of the information provided by Participants. The Participant shall send to EUROSTAR, upon first request, any documents necessary to check the information provided.
- 3.3. For the entry to be valid, the Participant must:
 - i. first go to the website using the following link: <u>https://www.eurostar.com</u>
 - ii. once on the Competition page, click on "Play now".
 - iii. fully complete the entry form that appears. Each Participant is responsible for giving full and accurate information in the entry form. EUROSTAR and LuckyCycle reserve the right to check the accuracy of information provided by Participants. The Participant shall send to EUROSTAR or LuckyCycle any documents required to check the information provided upon first request.
 - iv. answer one (1) question that calls on their general knowledge (hereinafter "Question").

• Question:

What age will Eurostar be in 2024?

- 18 • 25
- 30
- v. after correctly answering the question, click on the handle of the "slot machine". By clicking on the handle, the Participant will receive either one of the prizes described in article 5, or no prize.

The Participant can only click on the handle once.

A Participant who does not correctly answer the Question, will not be able to click on the handle and their participation in the Competition will end immediately. Participation in the Competition is limited to one entry per person/per email address.

- 3.4. If a Participant wins a prize, LuckyCycle will send the prize to the email address provided by the Participant in the entry form.
- 3.5. This Competition is not considered gambling as defined by the Gambling Act of 7 May 1999.
- 4. Determining the Winner

- 4.1. The Winners will be the Participants who have correctly answered the Question and who have won one of the prizes by clicking on the handles, as stated in article 3.
- 4.2. EUROSTAR reserves the right to exclude a Participant at any time if the Participant does not comply with these Rules, particularly if they provide false information or in the case of abuse, presumed cheating or fraud during their participation. Any decision in this respect is final and without appeal.

5. Prizes

- 5.1. A prize is awarded to each Winner according to the following terms:
- Prize #1 : the 60 Winners who obtained three (3) "400 points" on the "slot machine":
 Four hundred (400) Reward points equivalent to one Voucher for EUROSTAR with a face value of ten (10) Euro or Pounds sterling (depending on the country of residence) per voucher.
 - Maximum prize value or prize value: €10 or 10 GBP including VAT.
- Prize #2 the 30 Winners who obtained three (3) "1000 points" on the "slot machine":

 One thousand (1000) Reward points equivalent to one (1) Single journey on a EUROSTAR train in "Standard" class valid for one (1) person leaving from a station served by EUROSTAR trains and heading to a station serviced by EUROSTAR trains (more details on our routes on Eurostar.com). Tickets cannot be exchanged or refunded and are subject to availability. The EUROSTAR "Sun" and EUROSTAR "Snow" offers are expressly excluded. The booking must be made at least one (1) hour before the date of travel. Hotel expenses are not included.
 - Average prize value: €82 including VAT.
- Prize #3: the 30 Winners who obtained three (3) "2000 points" on the "slot machine":

• Two thousand (2000) Reward points equivalent to one (1) Return journey on a EUROSTAR train in "Standard" class valid for one (1) person leaving from a station served by EUROSTAR trains and heading to a station serviced by EUROSTAR trains (more details on our routes on Eurostar.com). Tickets cannot be exchanged or refunded and are subject to availability. The EUROSTAR "Sun" and EUROSTAR "Snow" offers are expressly excluded. The booking must be made at least one (1) hour before the date of travel. Hotel expenses are not included.

- Average prize value: €163 including VAT;
- 5.2. Winners must have a Club Eurostar account before 18 June 2024 inclusive in order to receive their prize. The Reward points (mentioned in article 5.1) will be credited to their Club Eurostar account by 2 July 2024 at the latest.
- 5.3. EUROSTAR's Conditions of Carriage apply to all journeys taken on Eurostar trains. The Conditions of Carriage can be found at all Eurostar sales outlets and on eurostar.com through the links below:

- UKEN : https://www.eurostar.com/uk-en/conditions-carriage
- BEEN : https://www.eurostar.com/be-en/conditions-carriage
- FRFR: https://www.eurostar.com/fr-fr/conditions-de-transport
- FREN: https://www.eurostar.com/rw-en/conditions-carriage
- BEFR : https://www.eurostar.com/be-fr/conditions-de-transport
- BENL : https://www.eurostar.com/be-nl/vervoersvoorwaarden
- NLNL : https://www.eurostar.com/nl-nl/vervoersvoorwaarden
- NLEN : https://www.eurostar.com/rw-en/conditions-carriage
- DEDE : https://www.eurostar.com/de-de/befoerderungsbedingungen
- DEEN : https://www.eurostar.com/rw-en/conditions-carriage
- ROWEN: https://www.eurostar.com/rw-en/conditions-carriage
- USEN: https://www.eurostar.com/us-en/conditions-carriage
- Eurostar's aftersales conditions also apply to Eurostar tickets and can be found through the links below:
 - UKEN: https://www.eurostar.com/uk-en/travel-info/travel-planning/eurostar-faresand-fees
 - FRFR: https://www.eurostar.com/fr-fr/voyage/preparez-votre-voyage/tarifseurostar
 - FREN: https://www.eurostar.com/rw-en/travel-info/travel-planning/eurostar-faresand-fees
 - BEEN : https://www.eurostar.com/be-en/travel-info/travel-planning/eurostar-faresand-fees
 - BEFR : https://www.eurostar.com/be-fr/voyage/preparez-votre-voyage/tarifseurostar
 - BENL : https://www.eurostar.com/be-nl/reisinformatie/reisplanning/eurostartarieven
 - NLNL : https://www.eurostar.com/nl-nl/reisinformatie/reisplanning/eurostartarieven
 - NLEN : https://www.eurostar.com/rw-en/travel-info/travel-planning/eurostar-faresand-fees
 - DEDE : https://www.eurostar.com/de-de/reise-infos/reiseplanung/eurostar-preise
 - DEEN : https://www.eurostar.com/rw-en/travel-info/travel-planning/eurostar-faresand-fees
 - ROWEN: https://www.eurostar.com/rw-en/travel-info/travel-planning/eurostarfares-and-fees

- USEN: https://www.eurostar.com/us-en/travel-info/travel-planning/eurostar-faresand-fees
- 5.4. The prizes cannot be transferred, exchanged or converted into cash. Under no circumstances may any financial compensation be claimed in place of the prizes awarded. EUROSTAR may replace one (or more) of the prizes announced with another prize (or other prizes) of the same value, if external circumstances make this necessary. Prizes cannot be combined with any other offer, sale or discount.
- 5.5. The prizes cannot be divided and must be accepted as they are awarded. EUROSTAR cannot be held liable for any accidents or direct or indirect losses related to a prize that has been won. In addition, EUROSTAR does not provide any guarantee as to the usefulness or quality of the prizes.
- **5.6.** Except in the case of awarding prizes to the Winner, no other rights, including intellectual property rights, are transferred to the Winner.

6. Fees

- 6.1. Participants may obtain, free of charge, by writing to the Competition postal address, a refund of their Internet connection fees, excluding any other fees related to this Competition. The Competition address is the following: THI FACTORY SA, Jeu concours, Place Marcel Broodthaers 4, 1060 Brussels, Belgium.
- 6.2. The postal fees incurred by the Participant for making a request for a refund of their connection fees (as stated in article 6.1). will be reimbursed at the second-class stamp price, by sending the postal fee request together with the connection fee refund request.
- 6.3. Given the current state of service and technology, some Internet service providers offer a free or flat-rate connection to Internet users. It is expressly agreed that any access to the website on a free or flat-rate basis (such as connection by cable, ADSL or specialised connection) shall not give rise to any reimbursement, insofar as the subscription to the services of the access provider is in this case contracted by the Internet user for his/her use of the Internet in general, and the fact that the Participant connects to the website and participates in the Competition does not cause him/her to incur any additional costs or expenses.
- 6.4. In the event of a paid connection billed on a pro rata basis based on the length of the call, the costs of connecting to the website to participate in the Competition will only be reimbursed by bank transfer upon written request from the Participant.

- 6.5. To obtain a refund for connection costs and postage costs for their refund request, the Participant must send a request in writing to the Competition address, on plain paper, containing the following information:
 - their surname, first name and personal postal address and email address.
 - a photocopy of a form of ID.
 - an indication of dates, times and durations of connections to the site.
 - copy or copies of the telephone operator's and/or Internet access provider's detailed bills, showing the dates and times of connections to the site.
 - Participant's bank details as the refund will be made by transfer only.
- 6.6. A Participant (same last name, same address) can only request one refund during the Competition Period. The refund will be made on the basis of a flat rate of 2 minutes of connection time, i.e. €0.45 including VAT per questionnaire answered. Refunds will be made within two months.

7. Acceptance of the Rules

- 7.1. By confirming participation, the Participant acknowledges having read, understood and accepted these Rules as well as the EUROSTAR Privacy Policy available through the links below:
- UKEN : https://www.eurostar.com/uk-en/privacy-policy
- FRFR : https://www.eurostar.com/fr-fr/confidentialite-des-donnees
- FREN: https://www.eurostar.com/rw-en/privacy-policy
- BEEN : https://www.eurostar.com/be-en/privacy-policy
- BEFR : https://www.eurostar.com/be-fr/confidentialite-des-donnees
- BENL : https://www.eurostar.com/be-nl/privacybeleid
- NLNL : https://www.eurostar.com/nl-nl/privacybeleid
- NLEN : https://www.eurostar.com/rw-en/privacy-policy
- DEDE : https://www.eurostar.com/de-de/datenschutzpolitik
- DEEN : https://www.eurostar.com/rw-en/privacy-policy
- ROWEN: https://www.eurostar.com/rw-en/privacy-policy
- USEN: https://www.eurostar.com/us-en/privacy-policy
- 7.2. Any complaint concerning this Competition must be sent in writing within 7 working days of the end of the Competition to the head office of THI Factory, at the above address. Complaints will not be handled verbally or by telephone. Complaints that do not comply with this procedure will not be handled.

8. Change to the Rules

- 8.1. EUROSTAR reserves the right to modify how the Competition is organised and to suspend, shorten or cancel the Competition at any time and without prior notice, without having to provide any explanation or compensation to Participants or third parties. Through taking part in the Competition, each Participant is automatically bound by the changes of these Rules.
- 8.2. EUROSTAR cannot be held responsible for the suspension, postponement, modification (even with regard to the prizes awarded) or cancellation of this Competition in the event of force majeure, or more generally in the event of unforeseeable circumstances or circumstances beyond its control, and no compensation shall be awarded to Participants due to this. EUROSTAR's decision regarding this is sovereign and no appeal can be made.

9. Protection of personal data

- 9.1. In the context of this Competition, the Participants' personal data will be processed by EUROSTAR or LuckyCycle, in accordance with the EUROSTAR Privacy Policy available through the links below:
- UKEN : https://www.eurostar.com/uk-en/privacy-policy
- FRFR : https://www.eurostar.com/fr-fr/confidentialite-des-donnees
- FREN: https://www.eurostar.com/rw-en/privacy-policy
- BEEN : https://www.eurostar.com/be-en/privacy-policy
- BEFR : https://www.eurostar.com/be-fr/confidentialite-des-donnees
- BENL : https://www.eurostar.com/be-nl/privacybeleid
- NLNL : https://www.eurostar.com/nl-nl/privacybeleid
- NLEN : https://www.eurostar.com/rw-en/privacy-policy
- DEDE : https://www.eurostar.com/de-de/datenschutzpolitik
- DEEN : https://www.eurostar.com/rw-en/privacy-policy
- ROW: https://www.eurostar.com/rw-en/privacy-policy
- USEN: https://www.eurostar.com/us-en/privacy-policy
- 9.2. EUROSTAR is responsible for processing, while LuckyCycle acts as a subcontractor. EUROSTAR and LuckyCycle are committed to complying with any relevant personal data protection legislation, in particular Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of private individuals with regard to the processing of personal data and on the free movement of such data.
- 9.3. The Participant accepts that their last name and surname may be published on any medium and by any means whatsoever, for communication purposes (internal and/or external) relating to the Competition.

9.4. Otherwise, the provisions of the EUROSTAR Privacy Policy apply to data processing within the context of the Competition.

10. Intellectual Property and image rights

- 10.1. EUROSTAR, LuckyCycle and their partners own all the intellectual, artistic and/or other relevant rights related to this Competition. Participation in the Competition does not grant or transfer any of these intellectual property rights to the Participant.
- 10.2. In accordance with the laws in force relating to intellectual property rights, any reproduction and/or representation of all or part of any of the elements making up this Competition, without prior written authorisation from EUROSTAR is strictly prohibited.
- 10.3. The Participant freely accepts that their image (reproduced in a photo or in a video) may be used by EUROSTAR (or by a sub-contractor working on behalf of EUROSTAR). The Participant authorises EUROSTAR to use, reproduce and distribute their image, photo and/or videos free of charge on any medium and by any means whatsoever for communication purposes (internal and/or external) relating to the Competition. These rights are transferred for the entire protection period defined by the legislation applicable to intellectual property rights and for a worldwide geographic scope. The Participant shall not claim any compensation or consideration of any nature whatsoever from EUROSTAR.

11. Availability of the Rules

- 11.1. These Rules are available to Participants free of charge at the following link:
 - UK-en https://box.lucky-cycle.com/tc/8b7d5b85aa94138326232bce34234b1b/en
 - FR-fr https://box.lucky-cycle.com/tc/8b7d5b85aa94138326232bce34234b1b/fr
 - BE-en https://box.lucky-cycle.com/tc/8b7d5b85aa94138326232bce34234b1b/es
 - BE-fr https://box.lucky-cycle.com/tc/8b7d5b85aa94138326232bce34234b1b/pt
 - BE-nl https://box.lucky-cycle.com/tc/8b7d5b85aa94138326232bce34234b1b/it
 - DE-de https://box.lucky-cycle.com/tc/8b7d5b85aa94138326232bce34234b1b/de
 - NL-nl https://box.lucky-cycle.com/tc/8b7d5b85aa94138326232bce34234b1b/nl
 - US-en https://box.lucky-cycle.com/tc/8b7d5b85aa94138326232bce34234b1b/pl
 - ROW https://box.lucky-cycle.com/tc/8b7d5b85aa94138326232bce34234b1b/hu

They may also be sent, free of charge, to anyone who sends a written request to: THI FACTORY, Jeu-concours, Place Marcel Broodthaers 4, 1060 Brussels, Belgium

11.2. In this case, the cost of postage shall be refunded at the second-class rate, only if the Participant specifically requests it and includes their bank details in the letter.

12. Miscellaneous

- 12.1. If any provisions of these Rules are declared to be entirely or partially illegal, or unenforceable under the applicable law, the said provision shall no longer form part of these Rules. The legality, validity and binding force of the remaining provisions of these Rules shall not be affected. Any infringement of these Rules and any attempt at fraud and/or cheating will lead to the immediate exclusion of the Participant.
- 12.2. Printing, spelling, layout and/or any other similar errors cannot be used as grounds for claims against EUROSTAR.

In the event of a discrepancy between the different language versions of these Rules, the French language version will prevail.

- 12.3. EUROSTAR cannot be held responsible for technical problems related to the www.eurostar.com website and/or the computers in shops and/or the email system and/or Internet problems. EUROSTAR cannot be held responsible for any problems related to configuration of hardware and/or software and/or computer connection.
- 12.4. LuckyCycle cannot in any circumstances be considered as the vendor of the goods ordered. Prior to taking part in the Competition, the Participant enters into a contractual relationship with EUROSTAR for the purposes of buying the products on its website. LuckyCycle has no part in this contractual relationship. EUROSTAR's general terms and conditions (listed in article 5.3) apply to these sales, regardless of participation in the Competition. In the event of conflict between these Rules and EUROSTAR's general terms and conditions, the latter shall take precedence over these Rules.

13. Applicable law

13.1. These Rules are governed by Belgian law, notwithstanding any conflict of law rules. The Participant accepts that any legal action arising from their participation in the Competition or concerning these Competition rules shall be under the exclusive jurisdiction of the Brussels (Belgium) courts, unless otherwise provided by law, and agrees to abide by the jurisdiction of these courts in the event of such action.