

# **RULES OF THE CONTEST**

## **Hugo Randson - the secret of the emerald**

### **Article 1: Organization**

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The contest is open from October 14, 2021, at midnight, until January 31, 2022, at 11:59 pm.

### **Article 2: Participants**

This game with purchase obligation is exclusively open to adults who have purchased a new copy of the book "Hugo Randson - The Secret of the Emerald" in paper format on Amazon or in accredited bookstores, at the date of the beginning of the game, residing in metropolitan France (including Corsica) DOM -ROM, Canada, USA, Japan, Australia, Mexico, Brazil, Netherlands, Italy, Spain, United Kingdom, Germany, India.

Persons who do not meet the above conditions are excluded from the game, as well as "the organizer", and any person who has directly or indirectly participated in the design, implementation or management of the game, as well as their spouse and members of their families: direct ascendants and descendants or other relatives living or not living under their roof.

"The organizer reserves the right to ask any participant to justify the above conditions. Any person who does not meet these conditions or refuses to justify them will be excluded from the game and will not be able, in case of winning, to benefit from his prize.

Only one participation per person (same name, same address) is authorized. "The organizer reserves the right to proceed with any verification to ensure compliance with this rule.

Participation in the game implies full acceptance of these rules.

### **Article 3: Participation procedures**

- 1) Subscribe to the official Hugo Randson Instagram account ([https://www.instagram.com/hugo\\_randson/?hl=fr](https://www.instagram.com/hugo_randson/?hl=fr)) or to the official Hugo Randson Facebook page (<https://www.facebook.com/Randsonhugo/>).
- 2) AND post a photograph of yourself on your own Instagram or Facebook account with a visible copy of the book "Hugo Randson - The Secret of the Emerald" in paper format, previously purchased new on Amazon or in an accredited bookstore. It is essential to mention #hugorandson in your publication. Kindle copies will not be accepted.

Any entry made contrary to the provisions of these rules will render the entry invalid. Any participant suspected of fraud may be removed from the contest by the "Organizer" without having to justify it. Any identification or participation that is incomplete, erroneous or illegible, whether intentionally or not, or made in a form other than that provided for in these rules will be considered invalid. The same penalty will apply in case of multiple entries.

### **Article 4: Winning**

The prize at stake is :

A real emerald with a minimum total value of 150 euros including tax. The value of the prize may be re-evaluated upwards by the "organizer" depending on the number of books sold. This revaluation is at the discretion of the "organizer". The initial value of the prize is determined at the time of writing these rules and cannot be contested as to its evaluation.

All expenses incurred after the game, in particular for the maintenance and use of the prize, are entirely at the winner's expense.

### **Article 5: Designation of the winner**

At the end of the contest, the draw will be held on February 5, 2022. Condition(s) of participation in the draw:

- 1) Subscribe to the official Hugo Randson Instagram account ([https://www.instagram.com/hugo\\_randson/?hl=fr](https://www.instagram.com/hugo_randson/?hl=fr)) or the official Hugo Randson Facebook page (<https://www.facebook.com/Randsonhugo/>).
- 2) AND post a photograph of yourself on your own Instagram or Facebook account with a visible copy of the book "Hugo Randson - The Secret of the Emerald" in paper format, previously purchased new on Amazon or in an accredited bookstore. It is essential to mention #hugorandson in your publication. Kindle copies are not accepted.

### **Article 6: Announcement of the winner**

The winner will be announced on the competition site(s): [www.hugorandson.com](http://www.hugorandson.com) and [www.hugorandson.fr](http://www.hugorandson.fr)

## **Article 7: Delivery of the prize**

The prize will be sent to the postal address indicated by the participant.

In case of undelivered return, the prize will remain at the participant's disposal for 15 days. After this period, he/she will no longer be able to claim it.

The winner agrees to accept the prize as offered without the possibility of exchange, in particular for cash, other goods or services of any kind whatsoever, or transfer of the benefit to a third person. Similarly, this prize cannot be the subject of a request for compensation.

"The organizer reserves the right, in the event of an event beyond its control, in particular related to its suppliers or to unforeseeable circumstances, to replace the announced prize with a prize of equivalent value. The winner will be informed of any changes.

## **Article 8: Use of participants' personal data**

The information of the participants is recorded and used by the "Organizer" to memorize their participation in the contest and to allow the attribution of the prize.

Participants may, for legitimate reasons, object to their personal data being processed in the context of this game. They also have the right to object to their personal data being used for commercial prospecting purposes, outside of participation in this contest, which they can exercise as soon as their participation is registered by sending an e-mail to "The organizer" whose address is mentioned in Article 1.

The winner authorizes "The organizer" to use their contact information (name, first name) for advertising or public relations purposes, in any medium whatsoever, without this giving them any remuneration, right or advantage whatsoever, other than the awarding of their prize.

In accordance with the Data Protection Act in its latest version, as well as Regulation No. 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data (RGPD), the participant can exercise his right of access, rectification, deletion of data, limitation of processing, his right to data portability, his right of opposition, as well as his right to withdraw his consent by sending an email to "The organizer" whose address is mentioned in Article 1.

## **Article 9: Rules of the game**

The rules can be consulted on the following sites:

[www.hugorandson.com](http://www.hugorandson.com) and [www.hugorandson.fr](http://www.hugorandson.fr)

They can be sent free of charge to any person who requests them from the "Organizer".

"The organizer reserves the right to extend, shorten, modify or cancel the game at any time, particularly in the event of force majeure, without the participants being able to claim any compensation. The rules modified by amendment(s) will be available on the websites of the organizer.

## **Article 10: Industrial and intellectual property**

The reproduction, representation or exploitation of all or part of the elements making up the game, including these rules, are strictly prohibited.

All brands, logos, texts, images, videos and other distinctive signs reproduced on the site as well as on the sites to which it allows access through hyperlinks, are the exclusive property of their owners and are protected as such by the provisions of the Code of intellectual property, and this for the whole world. Their unauthorized reproduction constitutes an infringement punishable by criminal penalties.

Any unauthorized reproduction, total or partial, of these trademarks, logos and signs constitutes an infringement punishable by criminal penalties.

Participation in this game implies full acceptance of these rules by the participants.

## **Article 11: Responsibility**

**The responsibility of "The organizer" cannot be engaged in case of force majeure or fortuitous event beyond its control.**

**The "Organizer" cannot be held responsible for delays, losses, thefts, damage to mail, lack of legibility of stamps due to the postal services. The organizer cannot be held responsible, and no recourse can be taken against him in case of events presenting the characters of force majeure (strikes, bad weather...) depriving partially or totally the participants of the possibility of participating in the game and/or the winner of the benefit of his gain.**

**The "organizer" as well as its service providers and partners can in no case be held responsible for any incidents that may occur in the use of the prize by the beneficiary or his guests once the winner has taken possession of it.**

**Likewise, the "Organizer", as well as its service providers and partners, cannot be held responsible for the loss or theft of the prize by the beneficiary once the winner has taken possession of it. Any additional cost necessary to take possession of the prize is entirely at the winner's expense, without the winner being able to request any compensation from "The Organizer" or its service providers or partners.**

his contest is not managed or sponsored by Instagram and Facebook that "The Organizer" discharges from any responsibility.

## **Article 12: Dispute & Claim**

These rules are governed by French law.

The "Organizer" reserves the right to decide without appeal any difficulty that may arise regarding the interpretation or application of these rules, it being understood that no dispute will be allowed, particularly on the terms of the game, the results, the winnings or their receipt, one month after the end of the game. Except in the case of obvious errors, it is agreed that the information resulting from the game systems of "The Organizer" have probative force in any dispute as to the elements of connection and computer processing of said information relating to the game.

Any claim must be sent to the organizer within one month of the end of the game. After this date, no claim will be accepted. Participation in the game implies full acceptance of these rules.

## **Article 13: Agreement of proof**

By express agreement between the participant and "The Organizer", the computer systems and files of "The Organizer" will be the only authentic evidence.

The computerized registers, kept in the computer systems of "The Organizer", in reasonable conditions of security and reliability, are considered as proof of the relations and communications between "The Organizer" and the participant.

It is consequently agreed that, except for obvious errors, "The organizer" will be able to take advantage, in particular for the purposes of proof of any act, fact or omission, of the programs, data, files, recordings, operations and other elements (such as follow-up reports or other statements) of a computerized or electronic nature or format, established, received or stored directly or indirectly by "The organizer", in particular in its computer systems.

The elements considered thus constitute evidence and if they are produced as means of proof by "The organizer" in any litigation or other procedure, they will be admissible, valid and opposable between the parties in the same way, under the same conditions and with the same probative force as any document that would be established, received or kept in writing.

Operations of any kind carried out using the identifier and code allocated to a participant, following registration, are irrevocably presumed to have been carried out under the responsibility of the participant.