

Competition Rules for “Extensa –Naming the streets 2018” - General - Personal details

Article 1 – Subject

1.1.

These rules establish all of the terms and conditions regarding the competition “Extensa” (referred to hereafter as “the Competition”) organised by the company Extensa NV (referred to hereafter as “the Organiser”), Avenue du Port 86C, Box 316, 1000 Brussels, registered with the Crossroads Bank of Entreprises under number 0466.333.240. They also represent the complete agreement between the Organiser and the Participant.

1.2.

The Competition will take place on the territory of the European Union.

1.3.

The present contest rules (hereafter the “Rules”) will determine the general terms and conditions of the Competition.

Article 2 – Duration of the Competition

The competition shall take place between 11 June 2018 and 25 June 2018 included.

Article 3 – Participation conditions

3.1.

Any natural person having met the age of 13 years, having an address in the European Union and participating individually and personally can participate in this Competition. Individuals who are younger than 18 years need to obtain the explicit consent of their parents or legal guardians.

The Organiser’s staff as well as Digitas’ staff, the Organiser’s subcontractor, organising the Competition, and generally, anyone having taken part to the organisation of the Competition, is excluded from participating to the contest. This exclusion also applies to members of their families, up to their second-degree relatives, as well as any persons in their household and/or residing with them.

3.2.

The Organiser can, at any moment, decide to exclude anyone from the participation to the Competition because of an infringement of one of the participating conditions or in case of abuse, fraud or malicious participation to the Competition.

3.3.

Participants may take part to the competition up to a maximum of 10 times and therefore propose maximum ten infrastructure names.

Article 4 – Competition process

4.1.

In order to participate to the Competition (and to be qualified as « Participant ») any person has to meet at least the conditions provided by article 3.1. stated above.

4.2.

The Competition takes place in three stages:

1. The Participant has to go to the website <http://www.tour-taxis.com/> and click on the button “Participate” in order to proceed to selecting one of the 28 infrastructures consisting of streets, squares, walkways, ... on the Tour & Taxis website’s map;
2. Once the Participant has selected an infrastructure, he will be invited to propose a name for this infrastructure on the basis of three different available categories; The Participant will select his category and briefly motivate his choice (maximum 140 characters) in the thereto foreseen area;
3. In order to confirm his participation, the Participant is invited to input his full and accurate contact details (family name, first name and email address) and click on the tab “send”.

4.3.

It is vital that the email address entered on the participation form is active, *i.e.* it is actually used by the Participant, so that the Organiser and/or Digitas can communicate with the Participants.

4.4.

The participation form will only be valid if it has been correctly completed in full. The decision to refuse or accept a participation form is not subject to any form of appeal.

Article 5 – Determination of the winners

5.1.

The Participants having respected the present Rules and having demonstrated the greatest creativity, shall be the winners of the Competition.

5.2.

The creativity of the Participants will be assessed globally by the Organiser and an external jury on the basis of following criteria: accessibility, originality and motivation of the proposed infrastructure name.

5.3.

The winners will be contacted personally on July 2, 2018. Their names will also be published on the website www.tour-taxi.com.

5.4.

The Organiser's decisions regarding the determination of the winners will be final and without any possibility of appeal.

Article 6 - Privacy

Any personal data collected during the competition, is processed in accordance with the [privacy policy](#) governing the Competition, of which the Participant expressly acknowledges that they have read and accepted its contents with a view to taking part in this Competition.

Article 7 – Liability

7.1.

Under no circumstances can the Organiser be held liable for any poor writing or input of the data provided by the Participants, resulting in the Participant's email or postal address or telephone number being incorrect or unrecognised.

7.2.

Subject to a serious or intentional fault on their part, neither the Organiser, nor their employees, nor any third parties called upon by the Organiser as part of the competition, may be held liable for any direct or indirect damages of any nature which are incurred as a result of taking part in the Competition or from the organisation of this Competition or from the announcement of the winners. This exoneration from liability also applies to technical issues and/or faults connected with the equipment and software used, which may make taking part in the competition temporarily impossible or very difficult, or even interrupt it.

7.3.

In addition, the Organiser may not be held liable for any risks inherent to the use of the internet or emails and, more particularly, will not be responsible in any case for any possible damage sustained by the Participant's computer equipment when taking part in this Competition. Given the exclusively electronic method of communication for the Competition, it is the Participant's responsibility to do everything necessary to ensure that the settings of their inbox do not reject the messages from the Organiser and, if necessary, to regularly check their junk email folder ("spam" or any other equivalent name). Some programs move unrecognised emails into this folder by default. The Organiser may not be held liable in any case, if, after sending an email, it does not reach its intended recipient, for any reasons outside of the Organiser's control.

7.4.

The Organiser may not be held liable in any case, if, after sending an email, it does not reach its intended recipient, for any reasons outside of the Organiser's control.

Article 8 – Intellectual property

8.1.

The Participant guarantees that he is the owner or the holder of all the rights of all content provided by him throughout the participation to the Competition and agrees to warrant, preserve and indemnify the Organiser for all costs, damage and liability that the latter may incur, as a result of any claim by third parties concerning these rights.

8.2.

The Participant grants exclusive rights to the Organiser to exploit all content provided by him through participation to the Competition, for the whole world and the entire period of the intellectual property rights in the content, including but not limited to the right to record the content, by any technique, the right to reproduce the content and to duplicate an unlimited number of copies by any technique and the right to communicate the whole or a part of the content to the public (including, but not limited on the Organiser's website or on any other public or private social network account, in printed advertisements and any other media support). The Participant agrees explicitly that the content may be used for commercial, promotional, internal and communicational use, as well as for fundraising, and after the Competition.

8.3.

In the context of this Competition, the notion « intellectual property rights » englobes all the intellectual and industrial property rights, including but not limited to copyright, and all related rights, in every legal domain, on the content provided by the Participant.

Article 9 – Various

9.1 – Acceptation and application of the Rules

9.1.1.

The participation to this Competition implies the explicit knowledge and acceptance of the Rules and the participation conditions. The Organiser will not be held liable because of the mere fact of the organisation of this Competition.

9.1.2.

The present Rules can be consulted at any moment on the website <http://www.tour-taxis.com/> or on demand at the following email address: info@tour-taxis.com

9.1.3.

Every situation that has not been foreseen by the present Rules will be treated by the Organiser, who will take a decision that is binding on all parties at his discretion. The decisions will be taken at discretion and without any possibility of appeal.

9.2. Modifications

9.2.1.

The Organiser preserves the right to modify, to suspend or to terminate the Competition at any moment without notice in case of force majeure or any other exceptional event independent from his will, particularly in case of malfunctioning of the Internet, any other problem related to telecommunication networks, computers, internet providers and servers and this without the Participants or any other person being entitled to any form of compensation.

9.2.2.

In case the Organiser or one of his partners is forced to put a premature end to the Competition, to modify, to extend or to terminate the Competition as a result of the inappropriate behaviour of one of the Participants, the Organiser preserves the right to claim for compensation for the suffered damage.

9.3. Validity

9.3.1.

In case one or more provisions of the present Rules has been declared void, the parties agree explicitly that the Rules and its provisions will remain valid in full, at the exclusion of the provision(s) that have been declared void.

9.3.2.

The parties agree that the provisions which might be void will remain in full effect in proportion to what is admissible under the applicable legislation, including jurisprudence of the courts and tribunals. As a consequence, in the event of a conflict they will be reduced to the extent that has been permitted by the applicable legislation, by the courts or by any other party charged with the resolution of the conflict.

9.3.3.

In case a limitation of the clause appears impossible, for example in case the clause is void in its entirety, the parties agree to replace the clause by a clause that has the closest possible effect to the clause that has been rescinded.

9.4. Complaints

Any complaint relating to this Competition must be notified by registered letter, sent to the Organiser within a period of ten days following the occurrence of the event motivating the complaint. In no case complaints will be treated orally or over the phone. Should this deadline pass, the complaint will automatically be deemed null and void as of right and, furthermore, barred.

9.5. Jurisdiction and applicable law

9.5.1.

In case of a discussion concerning the application or interpretation of the Rules, the Participants agree to search an amicable solution with the Organiser before initiating any legal proceedings.

9.5.2.

The Rules and their interpretation are exclusively governed by Belgian law. In the event of a dispute, only the courts of the judicial district of Brussels shall be competent.

9.5.3.

The Organiser reserves the right to initiate legal proceedings against any person who attempts to cheat.