# #eDreamsComeTrue Contest Rules

## November 2019 - January 2020

- **1. ORGANISING ENTITY.-** The entity organising this contest (the "**Contest**") is Vacaciones eDreams, S.L.U. (the "**Company**"), a Spanish limited liability company with registered office in Conde de Peñalver 5, 1° Ext. Izq. 28006, Madrid, Spain and Tax ID Number B-61965778. The Contest is not sponsored by YouTube.
- **2. PLACE AND DATE.-** The Contest will take place on <u>www.edreams-come-true.com</u>, via a Google form and on Youtube. The submission period will be running from 01/01/2020 at 12.00H CET to 16/02/2020 at 23.59H CET (the "**Contest Period**"). The winners will be chosen, in accordance with the provisions of these rules, during the 2 weeks from February 17th 2020, until March 1st 2020. The winners will be announced on March 2nd 2020 on www.edreams-come-true.com.
- **3. WHO CAN PARTICIPATE.** Any person who meets the following requirements can participate: (1) be at least 18 years of age and (2) reside in Belgium, France, Germany, Spain, Switzerland or the United Kingdom. All eDreams ODIGEO employees, partners, and/or their family members, may not participate in the promotion. Participation is for free.
- **4. HOW TO PARTICIPATE.-** If you wish to participate, you need to record a video following the steps described below, publish it on YouTube and submit it during the Contest Period using the Google form available on the dedicated contest page at <a href="www.edreams-come-true.com">www.edreams-come-true.com</a>. The video has to be public during the whole duration of the contest and include the word "eDreams" in the title ("My eDreams Come True"), the hashtags and the description when uploaded on YouTube as described below. There is no limit in participation during the Contest Period: one person can participate several times as long as every video sent is original and unique.

#### Steps to follow:

In order to enter the contest, every participant needs to:

- 4.1. Create a video about their dream trip following this structure:
- A short introduction to introduce themselves;
- The explanation of their dream trip and why eDreams should offer it to them.

#### 4.2. Publish it on YouTube making sure that:

■ The video is published as "Public";

- The total length of the video does not exceed 15 minutes;
- The video is recorded in one of the following formats: MOV / MPEG4 / MP4 / AVI / WMV/ MPEGPS / FLV / 3GPP / WebM / DNxHR / ProRes / CineForm / HEVC (h265);
- The title of the video starts with "My eDreams Come True:";
- eDreams is mentioned in the description and hashtags of the video;
- The video complies with YouTube's <u>Terms of Service</u> and <u>Community Guidelines</u>.

### 4.3. Fill in the participation form available on www.edreams-come-true.com.

Once the participant has submitted the participation through the form, he/she will receive a confirmation email to confirm participation.

- **5. SELECTION OF THE WINNERS** Each participation will be equally evaluated by a Jury which will include social media and video experts of the marketing department of eDreams ODIGEO in order to assess the respect of the guidelines mentioned in Article 4 as well as the overall quality of the video. The winners will be selected based on the following criteria:
- Creativity and storytelling;
- Overall quality of the footage and editing of the video;
- Engagement on YouTube (views, likes and comments).

From this contest there will be a total of five (5) winners, each of them eligible for one (1) prize only.

- **6. THE PRIZES.-** The winners will be awarded with one of the following prizes:
- 1st prize: Up to €5,000 to organize a trip including flights and accommodation only. Bookings will be made directly by the Company after agreeing with the winner on the details of the trip.
- 2nd prize:  $1 \times \{0.00\}$  voucher valid for bookings of flights or dynamic packages (flight+hotel) on eDreams websites with no minimum basket value, valid for one (1) year. The conditions of the voucher will be communicated by email to the winner at the end of the contest.
- 3rd prize:  $1 \times \{0.000\}$  voucher valid for bookings of flights or dynamic packages (flight+hotel) on eDreams website with no minimum basket value, valid for one (1) year. The conditions of the voucher will be communicated by email to the winner at the end of the contest.
- 4th prize:  $1 \times \le 500$  voucher valid for bookings of flights or dynamic packages (flight+hotel) on eDreams website with no minimum basket value, valid for one (1) year.

The conditions of the voucher will be communicated by email to the winner at the end of the contest.

■ 5th prize:  $1 \times \{300\}$  voucher valid for bookings of flights or dynamic packages (flight+hotel) on eDreams website with no minimum basket value, valid for one (1) year. The conditions of the voucher will be communicated by email to the winner at the end of the contest.

As explained in the letter of acceptance, by accepting their prize, the winners commit to publish one (1) short video of their trip on their respective YouTube channel. The video will have to be published within 2 months after the trip of the winner has ended and will have to include the word "eDreams" in the title, description and tags of the video.

The winners of the present Contest cannot exchange the prize won for another different one or for the equivalent amount in cash, or assign/transfer it to another person. The Company will not be liable or responsible for any external factors (missed flight, accidents, etc.) To this extent, the Company will not issue a different prize or provide a refund due to such circumstances.

If for any reason the Company is unable to provide the prize, the Company will use all reasonable endeavors to reasonably replace it with another prize of equal value or to manage the prizes in a different way if needed. The winners will be informed of the exact conditions of the prizes by email upon accepting their prize.

**7. CAUSES FOR PARTICIPANT DISQUALIFICATION OF THE CONTEST** – Contest participants will automatically and immediately be disqualified from the Contest if they violate the rules of "good faith", demonstrate a mendacious, inadequate, misleading or inappropriate conduct, use disproportionate, fraudulent or improper means, or violate any of the rules or regulations in any way.

All participants commit to participate in this Contest in a fair way and to not use external services to buy YouTube views, comments or likes. Spam comments (repeated comments from the same user with low added value) will not be taken into consideration. Any suspicious activities on videos will lead to their dismissal from the competition.

**8. LIMITATION OF LIABILITY** – The Company reminds the Participants of the nature and limitations of the Internet and does not accept any responsibility for any occurrences resulting from the Participants' connection to the Internet via <a href="www.edreams-cometrue.com">www.edreams-cometrue.com</a>. No responsibility is accepted for ineligible or fraudulent entries. In particular, the Company does not accept responsibility for any damage (whether material or non-material) caused to Participants, to their computer equipment or to data which are stored on them, or to their personal, professional, or commercial activities.

Further, the Company shall not be responsible if one or more Participants are unable to connect to <a href="www.edreams-come-true.com">www.edreams-come-true.com</a> or to participate in this contest, or if the entries of one or more Participants are late or lost, due to any technical problem or any problem linked to congestion of the Internet. In the event of circumstances arising outside of the Company's control, which in the Company's opinion make it necessary to suspend, change or cancel the competition, the Company reserves the right to suspend, change or cancel the competition at any time.

**9. WINNERS ANNOUNCEMENT** - The winners will be announced on <a href="www.edreams-come-true.com">www.edreams-come-true.com</a> on March 2nd 2020 and will also receive an informative email with instructions on how to claim their prize. The Company reserves the right to change this date without any notice or justification. Any change in the timeline of the contest will be communicated on <a href="www.edreams-come-true.com">www.edreams-come-true.com</a>. The winners have seven (7) calendar days from the closing date of the contest to accept the prize and to send their contact details. If within those seven (7) calendar days, the winner cannot be contacted and reaching the winner proves impossible, the Company will understand that the winner has rejected the prize.

In which case, the Company will proceed to the election of a new winner. If within seven (7) calendar days from the election of the new (second) winner, it is impossible to contact them, Vacaciones eDreams will again reserve the right to accept the winner's rejection of the prize. If it is not possible to award the prize to a second winner, the contest and prize will be forfeited. In order to formalize the act of delivery of the prize, the Company will send a Letter of Acceptance of the Award which will have to be signed by the winner, as proof of reception.

- **10. AWARDING THE PRIZE.** The prizes will be awarded by Vacaciones eDreams, S.L. accordingly to the local legislation of the country of residence of each winner and each winner will be responsible to declare and deduct any tax and social security contributions, if applicable.
- 11. PERSONAL DATA.- According to the European General Data Protection Regulation (GDPR), the Company will be the Data Controller and hereby informs the Participants that their personal data will be filed in the Company's personal data files and processed on a confidential basis exclusively for the purpose of managing the current contest under the contest rules. The Participants will be able to exercise the rights of access, rectification, erasure, restriction and objection relating to their personal data by addressing a request in writing to the Data Controller, Vacaciones eDreams S.L., Attn. Group HR team, C/Bailén 67, 08009 Barcelona, Spain, or sending an email to both <a href="mailto:dpo@edreamsodigeo.com">dpo@edreamsodigeo.com</a> and <a href="mailto:socialcontent@edreamsodigeo.com">socialcontent@edreamsodigeo.com</a>.
- **12. IP RIGHTS.-** By entering this contest, submitting your #eDreamsComeTrue video, the participant hereby grants the Company (and any of its subsidiaries and/or holding

companies) the right to reuse their video (including the right of reproduction, adaptation, modification, translation, edition, adaptation, use, distribution, lending, communication to the public, making available to the public, publishing, broadcasting or copying) for the purpose of the contest only. Such assignment is worldwide and shall concern all use, for all media (known now or hereafter), whether in whole or in part.

You confirm that the information that you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything illegal, libellous, defamatory, obscene, indecent, harassing, threatening or potentially harmful to the Company or the eDreams ODIGEO Group. You hereby warrant that you shall indemnify the Company for any loss, damage or liability arising in connection therewith. If relevant, we reserve the right, but not the obligation (and without limiting our rights under your warranty and indemnity above), to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

**13. ACCEPTANCE OF THE RULES.**- By entering this Contest, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. The Company reserves the right to eliminate from the Contest any Participant who infringes the Rules.

**14. APPLICABLE LAW.**- The Contest will be governed by these Rules and construed under the laws of Spain.