

 TRIMARAN  
 YACHT  
 CHARTER

**Instagram giveaway rules**  
from November 11, 2023 to January 26, 2024  
November 10, 2023

# SOMMAIRE

- ARTICLE 1 : ORGANIZATION..... 3
- ARTICLE 2 : PARTICIPANTS..... 3
- ARTICLE 3 : TERMS OF PARTICIPATION ..... 3
- ARTICLE 4 : PRIZES..... 3
- ARTICLE 5 : DESIGNATION OG WINNERS ..... 3
- ARTICLE 6 : ANNOUNCEMENT OF THE WINNER ..... 4
- ARTICLE 7 : DELIVERY OF THE PRIZE..... 4
- ARTICLE 8 : PARTICIPANT’S PERSONAL DATA ..... 4
- ARTICLE 9 : GAME RULES ..... 4
- ARTICLE 10 : INDUSTRIAL AND INTELLECTUAL PROPERTY ..... 4
- ARTICLE 11 : LIABILITY ..... 4
- ARTICLE 12 : DISPUTES & CLAIMS ..... 5
- ARTICLE 13 : AGREEMENT OF PROOF..... 5

## **ARTICLE 1 : ORGANIZATION**

TRIMARAN YACHT CHARTER, headquartered in La Rochelle, 38 rue Sénac de Meilhan, France, SIREN number 891 216 046, is organizing a free, no-obligation game (hereinafter the "Competition") from November 11, 2023 to January 26, 2024 at 5 p.m., in accordance with the terms of these rules.

## **ARTICLE 2 : PARTICIPANTS**

This free, no-obligation game is open to adults residing in France or any other country.

Members of TRIMARAN YACHT CHARTER staff and NEEL-TRIMARANS staff are excluded from the game, as are all persons directly or indirectly involved in the design, production or management of the game, as well as their spouses, family members: direct ascendants and descendants or other relatives, whether or not living under their roof.

TRIMARAN YACHT CHARTER reserves the right to ask any participant (hereinafter the "Participant" or "Player") to provide proof of the above conditions. Any person who does not meet these conditions or refuses to justify them will be excluded from the Competition and, in the event of winning, will not be entitled to his or her prize. TRIMARAN YACHT CHARTER reserves the right to verify compliance with this rule.

Participation in the game implies full acceptance of these rules.

## **ARTICLE 3 : TERMS OF PARTICIPATION**

To take part in the Competition, the Player must go to the TRIMARAN YACHT CHARTER or NEEL-TRIMARANS Instagram account, follow the TRIMARAN YACHT CHARTER account and the NEEL-TRIMARANS account, "like" the publication and "tag" (mention) in a comment on the competition publication, the ID of at least two other Instagram users.

Anyone meeting these three criteria will be selected for the draw.

The rules of the competition are posted on the TRIMARAN YACHT CHARTER website and on the NEEL-TRIMARANS website.

The Participant is informed and accepts that the information entered in the "post" is proof of his/her identity.

Any participation made contrary to the provisions of the present rules will render the participation invalid. Any Participant suspected of fraud may be excluded from the competition by TRIMARAN YACHT CHARTER without having to justify this. 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 null and void.

## **ARTICLE 4 : PRIZES**

The prize at stake is :

One (1) week's cruise (Saturday to Saturday) on a NEEL 43 departing from Pula (Croatia). The cruise will run for one week, from May 4, 2024 to May 11, 2024.

The prize (hereinafter the "Prize") includes only the rental of the trimaran (NEEL 43) for a period of one week from Pula (Croatia).

The prize is offered by TRIMARAN YACHT CHARTER.

## **ARTICLE 5 : DESIGNATION OF WINNERS**

Participants eligible to take part in the draw are those who follow the TRIMARAN YACHT CHARTER Instagram account (@trimaranyachtcharter) and the NEEL-TRIMARANS Instagram account (@neeltrimarans\_official), who have liked and tagged at least two people in the same comment on the competition publication.

One winner (hereinafter the "Winner") will win a one-week cruise aboard a NEEL 43 departing from Croatia, from May 4, 2024 to May 11, 2024. The winner will be announced on January 26, 2024 at 5 p.m. via TRIMARAN YACHT CHARTER's Instagram account.

## **ARTICLE 6 : ANNOUNCEMENT OF THE WINNER**

The winner will be mentioned by TRIMARAN YACHT CHARTER as a comment on the post, and the Winner will then be contacted by private message in order to provide TRIMARAN YACHT CHARTER with his or her personal details (Last Name, First Name and Email) so that the Prize can be sent to him or her.

## **ARTICLE 7 : DELIVERY OF THE PRIZE**

The Winner undertakes to accept the Prize as offered, without any possibility of exchange, in particular for cash, other goods or services of any kind whatsoever, or transfer of the benefit to a third party. Likewise, this Prize may not be the subject of requests for compensation.

TRIMARAN YACHT CHARTER reserves the right, in the event of an event beyond its control, notably linked to its suppliers or to unforeseeable circumstances, to replace the advertised Prize with one of equivalent value. The Winner will be kept informed of any changes.

## **ARTICLE 8 : PARTICIPANT'S PERSONAL DATA**

The personal data collected within the framework of the Competition will be processed solely by TRIMARAN YACHT CHARTER and NEEL-TRIMARANS in order to execute the rights and obligations resulting from the Competition and its rules. It will be kept for as long as is necessary for the execution of these rights and obligations.

All participants agree that in the event of a draw, TRIMARAN YACHT CHARTER may publish their first and last names on the website, without this conferring on them any remuneration, right or advantage whatsoever, other than the award of their Prize.

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, any Participant has a right to access, rectify, delete, erase, portability, limit the processing of personal data concerning them, by email to the following address [communication@neel-trimarans.com](mailto:communication@neel-trimarans.com) or by writing to NEEL-TRIMARANS, 4 rue Virginie Hériot in La Rochelle (17000, France).

## **ARTICLE 9 : GAME RULES**

The rules may be sent free of charge to any person who requests them from TRIMARAN YACHT CHARTER.

TRIMARAN YACHT CHARTER reserves the right to extend, shorten, modify or cancel the game at any time, in particular in the event of force majeure, without the Participants being entitled to claim any compensation.

## **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, is strictly forbidden.

All trademarks, logos, texts, images, videos and other distinctive signs reproduced on the Website, as well as on sites to which it provides access via hypertext links, are the exclusive property of their owners and are protected as such by the provisions of the French Intellectual Property Code throughout the world. Their unauthorized reproduction constitutes an infringement punishable by law.

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

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

## **ARTICLE 11 : LIABILITY**

TRIMARAN YACHT CHARTER cannot be held liable in the event of force majeure or unforeseen circumstances beyond its control.

TRIMARAN YACHT CHARTER may not be held liable, and no recourse may be taken against it in the event of the occurrence of events presenting the characteristics of force majeure (strikes,

bad weather, etc.) partially or totally depriving the Participants of the possibility of participating in the game and/or the Winner of the benefit of his/her Prize.

TRIMARAN YACHT CHARTER and its service providers and partners may in no case be held liable for any incidents that may occur during the use of the Prize by the Winners.

Likewise, TRIMARAN YACHT CHARTER and its service providers and partners cannot be held responsible for the loss or theft of the Prize by the Winner once he/she has taken possession of it. Any additional cost required to take possession of the Prize is entirely at the Winner's expense, such as the deposit or skipper hire for example (non-exhaustive list), without the Winner being able to claim any compensation from TRIMARAN YACHT CHARTER, or its service providers or partners.

## **ARTICLE 12 : DISPUTES & CLAIMS**

The present rules are governed by French law.

TRIMARAN YACHT CHARTER reserves the right to rule without appeal on any difficulty that may arise regarding the interpretation or application of the present rules, it being understood that no dispute will be admitted, in particular regarding 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 TRIMARAN YACHT CHARTER's game systems has probative force in any dispute as to the connection elements and computer processing of said information relating to the game.

All claims must be sent to TRIMARAN YACHT CHARTER within one month of the end of the game, by e-mail to [communication@neel-trimarans.com](mailto:communication@neel-trimarans.com). After this date, no claims 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 TRIMARAN YACHT CHARTER, TRIMARAN YACHT CHARTER's computer systems and files shall be the sole means of proof.

The computerized registers, kept in the computer systems of TRIMARAN YACHT CHARTER and NEEL-TRIMARANS, in reasonable conditions of security and reliability, are considered as proof of the relations and communications between TRIMARAN YACHT CHARTER and the Participant.

It is therefore agreed that, in the absence of manifest error, TRIMARAN YACHT CHARTER may rely, in particular for the purposes of proof of any act, fact or omission, on programs, data, files, records, transactions and other elements (such as monitoring reports or other statements) of a computer or electronic nature or format or medium, established, received or stored directly or indirectly by TRIMARAN YACHT CHARTER, in particular in its computer systems.

The elements considered thus constitute proof and if they are produced as means of proof by TRIMARAN YACHT CHARTER in any contentious or other proceedings, 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 which would be established, received or preserved in writing.

 TRIMARAN  
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 CHARTER

[www.trimaran-yacht-charter.com](http://www.trimaran-yacht-charter.com)

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