

RULES OF THE GAME ORGANIZED BY THE COMPANY AIR TAHITI NUI WITHIN THE CELEBRATION OF ITS 20TH ANNIVERSARY

ARTICLE 1 - Subject

AIR TAHITI NUI, a semipublic company with a capital of XPF 1,622,956,875, headquartered in Papeete, Tahiti - French Polynesia - at the corner of Rue Paul Gauguin and Rue des Remparts, registered with the Corporate Register of Papeete under No. TPI 96 217 B / 6009 B - Tahiti No. 382192, represented by *Torea Colas, Air Tahiti Nui Marketing & Communication Manager*, organizes a free contest with no obligation to purchase, and the prize draw held from the 1st of December to the 31st of December, 2018 included, titled: “*Air Tahiti Nui celebrates its 20th Anniversary*”, as per the terms and conditions described in these Rules.

This Contest is not associated with, managed or sponsored by Facebook and Instagram.

Entry into this free Contest, with no obligation to purchase, is open to anyone of age, living in any place of residence, except the employees of the organizing companies and their immediate families, namely the members of Agence #Proxi-I and Air Tahiti Nui.

Entry is strictly nominative and Entrants are not allowed to participate in any way on behalf of other entrants.

Several participations per person with the same last name, same given name, with the same electronic address / or Facebook and/or Instagram identifier throughout the period of the Contest is authorized. The Entrant allows Air Tahiti Nui to check his/her identity.

It is strictly prohibited, by any means whatsoever, to change or try to change the Contest’s system, in particular with a view to change the results of the Contest. All entries must be fair. Air Tahiti Nui commits itself to respect the equality of opportunity and reserves the right to exclude any fraudsters, if any.

ARTICLE 3 - Description of the Contest

The Contest takes place exclusively on Facebook and Instagram.

In order to enter the Contest, the Entrant is required to publish - on the Facebook and/or Instagram social networks(s) - one of his photos and/or one of his videos on board an Air Tahiti Nui flight or in connection with his travel on Air Tahiti Nui, accompanied by the hashtag “#loveairtahitinui”. The publication will have to be public.

All Entrants will authorize Air Tahiti Nui to use their photos or videos shared on the social networks used during the Contest, as part of Air Tahiti Nui’s advertising and promotional communication without any restriction or reservation, and this will not entitle the Entrants to any compensation, right or advantage whatsoever other than the prize won.

However, Facebook and Instagram will not be held liable in the event of a dispute relating to this Contest.

ARTICLE 4 - Designation of the winner

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The winner will be designated by lot on the **07th of January, 2019 at 03:00 pm in Papeete.**

The winner will be notified, within fifteen days and directly through its social network profile (Facebook and/or Instagram), to be given confirmation of the prize won, as well as the place and conditions to collect the prize.

To collect his prize, the winner will be required to bring an ID document. If the winner does not comply with the conditions stated to receive a prize (the obligation, in particular, to be of age), a new prize draw will be held.

If the winner fails to respond during that period of time, his prize will simply be cancelled.

The winner will authorize Air Tahiti Nui to use his full name, and photo or video as shared on the social networks used during the Contest, as part of Air Tahiti Nui's advertising and promotional communication without any restriction or reservation, and this will not entitle the winner to any compensation, right or advantage whatsoever other than the prize won.

Under Article 9 of the Civil Code, and prior to any use of the winner's right to image as part of Air Tahiti Nui's advertising and promotional communication, Air Tahiti Nui will have to be expressly authorized by the winner to use his full name and image for display purposes on the location for the prize draw and the international press media, and this will not entitle the winner to any right to compensation or advantage whatsoever other than delivery of the prize.

ARTICLE 5 - The Prize

The prize is as follows: two (2) Air Tahiti Nui free return air tickets with a value of XPF 300,000 inclusive of tax, valid on flights operated by Air Tahiti Nui, at winner's option: Papeete-Paris-Papeete or Papeete-Los Angeles-Papeete , or Papeete-Auckland-Papeete or Papeete-Tokyo-Papeete or Paris-Papeete-Paris or Los Angeles-Papeete-Los Angeles or Paris-Los Angeles-Paris or Los Angeles-Paris-Los Angeles or Auckland-Papeete-Auckland or Tokyo-Papeete-Tokyo in Economy class.

No compensation or cash alternative for the prize will be allowed.

Prizes will not be attributed in any form other than the one specified in these Rules.

Prizes will not be exchanged or taken back for another item/service.

ARTICLE 6 - Amendments to the Rules

Air Tahiti Nui reserves the right to change, extend, shorten or simply cancel the prize draw should a chance event or case of force majeure occurs.

ARTICLE 7 - Conditions of use of Prizes

- The reservation and issue of air tickets will be made only with respect to flights operated by Air Tahiti Nui and solely with the Air Tahiti Nui's sales and reservation agency,

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by e-mail at marketing.resa@airtahitinui.pf, four (4) weeks at least prior to the desired travel date.

- These tickets will be reserved in economic Moana class, depending on availability of seats, and out of high season.
- These tickets bear the passenger's name, are non-transferable and cannot be exchanged for any cash compensation whatsoever.
- These tickets do not entitle Entrants to earn any Club Tiare miles.
- Regarding these tickets, no change will be allowed (extension of validity, change of beneficiaries and destination).
- These tickets cannot be modified once they are issued.
- Airport taxes, fuel surcharge and handling fees are Air Tahiti Nui's responsibility.
- These two (2) air tickets must be used before November 30th, 2019.

Article 8 - Liability

The Organizer will not be liable in the event of force majeure as defined under case-law, or chance event beyond Organizer's control.

The Organizer will not be held liable and no recourse action may be initiated against the Organizer if events in the nature of force majeure (strikes, bad weather...) ever occur, depriving the Entrants, whether totally or in part, of the possibility to enter the Contest and/or the winner of the benefit of his prize.

The Organizer as well as its service providers and partners shall in no circumstances be held liable for incidents, if any, likely to occur while prizes are being used by the beneficiaries or their guests whenever the winner has taken possession of the prizes.

The Organizer as well as its service providers and partners shall in no circumstances be held responsible for the loss or theft of the prizes once the winner has received them. Any additional cost as necessary for taking possession of the prizes will be entirely at winner's cost, and he will not be allowed to request any compensation whatsoever from Air Tahiti Nui or from service providers or partners.

In any event, the Organizer reserves the possibility to change any date and/or time announced.

ARTICLE 9 - Industrial and intellectual property

Reproduction, representation or use of any or all of the Contest's elements as proposed therein is strictly prohibited.

All brands or names of products quoted are the registered brands or names of their respective owners' products.

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ARTICLE 10 - Protection of personal data

The Organizer and its service provider undertake to comply with the Data Protection Act, regarding the processing of Entrants' personal details they are responsible for as part of the Contest.

Personal data collected within the framework of the Contest, as well as those to be collected or produced subsequently are intended for the Organizer's management. They will be used to cover this Contest's management requirements.

Data may be communicated, for processing purposes, to the Organizer's duly empowered subcontractors, service providers and partners, brokers and insurers, within the limit of their assigned tasks.

Entrants in the Contest have a right of access to their personal details, as well as the right to have incorrect or obsolete data corrected or deleted or also to oppose, for legitimate reasons, the processing of their data. Such rights may be exercised on request sent in writing to Service Marketing Air Tahiti Nui at the following address: BP 1673 - 98713 Papeete - Tahiti, French Polynesia.

ARTICLE 11 - Rules of the Contest

The Contest is organized by Air Tahiti Nui, a semipublic company headquartered at Immeuble Dexter, Pont de l'Est, BP 1673 - 98713 Papeete, Tahiti - French Polynesia.

These Rules govern the prize draw to be held on the **07th of January 2019 at 03:00 pm in Papeete.**

The Rules are subject to the law as applicable in French Polynesia.

Participation in the draw implies acceptance of all the provisions contained in these Rules in their fullness.

The complete Rules for the draw can be consulted freely on Air Tahiti Nui's website www.airtahitinui.com and with SCP MONNOT - VERNAUDON, Associated Court Bailiffs at 4 Rue Charles Viénot, BP 381 - 98713 Papeete.

These rules may be sent free of charge to anyone on request in writing to Air Tahiti Nui's Service Marketing, Immeuble Dexter, Pont de l'Est, BP 1673 - 98713 Papeete, Tahiti - French Polynesia.

Postage costs relating to a request for the Rules (rate in force, according to the postal service for economy-class mail delivery on the basis of 20 g) may be refunded to anyone who applies for it, before **December 24th, 2018**, with provision of bank account details within the limit of one refund per "home" (same name, same address).

The Rules may be changed at any time by Air Tahiti Nui in the form of a supplemental clause, in compliance with the terms stated, and published on the Air Tahiti Nui's website www.airtahitinui.com, and with SCP MONNOT - VERNAUDON, Associated Court Bailiffs at 4 Rue Charles Viénot, BP 381 - 98713 Papeete. The supplemental clause will be recorded with SCP MONNOT - VERNAUDON, Associated Court Bailiffs at 4 Rue Charles Viénot, BP 381



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- 98713 Papeete, as depository of the Rules before they are published. The supplemental clause will be effective whenever it is placed online and any Entrant will be deemed to have accepted this clause by the mere fact of entering into the Contest, from the date of entry into force of the modification. Any Entrant who does not accept the modification(s) made will be required to cease taking part in the Contest.

ARTICLE 12 - Disputes

Any fraud or attempted fraud by an Entrant in this Contest will result in his disqualification.

Any questioning relating to this Contest must be expressed in writing, within twenty (20) days maximum from the date of the prize draw.

As a last resort, Air Tahiti Nui will arbitrate any issue relating to the implementation of these Rules or any issue arising and not settled by these Rules.

Disputes will be brought before the relevant Courts of Law of French Polynesia.