



RULES OF THE GAME

“25 YEARS – SHARE THE LOVE”

ORGANISED BY THE COMPANY AIR TAHITI NUI AS PART OF THE 25TH ANNIVERSARY OF AIR TAHITI NUI.

Article 1 - Purpose

The company AIR TAHITI NUI, Société Anonyme d'Economie Mixte Locale with a capital of 1,622,956,875 F.CFP whose head office is at Tahiti-Faa'a airport, Immeuble Tua rata- Faa'a, BP 60044 - 98 702, registered in the Papeete Trade and Companies Register under the number RC 96217 B - N° Tahiti 382192, represented by Jessy SALMON, e-business manager, is organising a free game from 1st to 31st October 2023, with no obligation to purchase, with winners being named according to the Article 3 below entitled: “ATN 25th Anniversary Game - Share The Love” according to the terms described in these rules.

“This game is not associated, managed, financed or sponsored by Facebook”.

Article 2 - Conditions of participation

Participation in this free game with no obligation to purchase is open to all adults, excluding Air Tahiti Nui employees and their relatives, and the game organisers and their relatives. Participation is strictly nominative and the participant cannot under any circumstances play on behalf of other participants. Only one entry is allowed per person with the same last name, same first name and same e-mail address, throughout the period of the game. The participant authorises Air Tahiti Nui to verify their identity.

All participation must be in good faith. Air Tahiti Nui undertakes to respect equal opportunities and reserves the right to exclude potential fraudsters.

Article 3 - Game schedule

Over the period 1st to 31st October **2023**, eligible persons can play to win 25,000 miles + 25,000 miles to give to the person of their choice + 1 private flight of 25 minutes for 1 person in a helicopter with Tahiti Nui Helicopters.

To participate in the game and be eligible for the draw, participants must:

- In the case of residents of French Polynesia: have purchased a ticket for a flight operated by Air Tahiti Nui, for one of the destinations served by the company, for an upcoming trip between 1st October 2023 to 31st October 2024
- In the case of people residing outside French Polynesia: have purchased a ticket for a flight operated by Air Tahiti Nui, to Tahiti, for an upcoming trip between 1st October 2023 to 31st October 2024

A draw will be made on November the 6th at 8 am to designate one winner over the period 1st to 31st October **2023**.

To thank participants in the game organized by ATN during the period from April 1st to 30th September 2023 2023, participants who have not been drawn on April, May, June and July, August, September 2023 will be automatically registered to draw lot on 6th November 2023.



To play for free, the participant should complete an online form at the address <https://www.airtahitinuijeu25ans.com/en>. The participant may only complete one form during the entire game period.

BONUS : all participants in the games Share the Love and Share the Memories from April 2023 to October the 31th will be automatically registered to draw lot Grand Tirage on 20th November 2023 to enter the drawing to win 250 000 miles.

Article 4 - Designation of winners

The winners will be informed directly by email or telephone.

They will be requested to provide a valid e-mail address and telephone number to the email address ebusiness@airtahitinui.pf in order to continue the communication by e-mail. It will be necessary for the winners to go to the Air Tahiti Nui head office at the TUA RATA building located at the Tahiti Faa'a airport to collect their Tahiti Nui Helicopters voucher. The miles won and those to be given to another person will be credited directly to registered Club Tiare accounts. If a beneficiary of the miles is not a Club Tiare member, the winner authorises Air Tahiti Nui to create a Club Tiare account (club membership is free). Air Tahiti Nui may request additional information to complete this. If the person chosen by the winner is not a member of Club Tiare, the latter authorises Air Tahiti Nui to create a Club Tiare account.

If the winners do not respond within the three days following distribution of the list of winners, their prize will be purely and simply cancelled.

In accordance with article 9 of the Civil Code, prior to any use of the image rights of the winners by Air Tahiti Nui in the context of its advertising and promotional communication, the winners must give Air Tahiti Nui express authorisation to use their surname, first name and their image for display purposes on the Air Tahiti Nui website, without this conferring on the winners any right to remuneration or any other benefit other than receiving the prize.

Article 5 - Prizes

The prizes have a total value of 295,000 FCFP including tax and comprise the following:

For the draw of 6th November: a prize of 25,000 Miles worth 75,000 FCFP + a prize of 25,000 Miles worth 75,000 FCFP to give as a gift + 1 private 25-minute flight by helicopter in Tahiti with Tahiti Nui Helicopters worth 145,000 FCFP including tax, to be redeemed within 364 days of the draw date.

With respect to the Tahiti Nui Helicopters voucher, in the event of a breakdown or unfavourable weather conditions (force majeure) preventing the helicopter tour from being organised and it cannot be rescheduled for the duration of the winner's stay, the voucher will be cancelled.

The bonus prize will be allocated throughout the draw of Grand Tirage on 20th November. The total value is 750 000 FCFP. This prize is common to Share the Love and Share the Memories games.

No consideration or financial equivalent of the prize may be requested by the winners.

The prizes are nominative and cannot be awarded in any form other than that provided for in these rules.

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



Article 6 - Modification of the game schedule

Air Tahiti Nui reserves the right to modify, extend, shorten or purely and simply cancel the game in the event of unforeseen circumstances or in the event of force majeure.

Article 7 - Conditions of use of prizes

1 prize + 1 bonus prize to be won over the period.

The prizes are nominative, non-transferable and cannot be exchanged for any monetary consideration.

Article 8 - Liability

Air Tahiti Nui cannot be held responsible for damages of any kind whatsoever caused to participants and/or winners, both during the game and during the use of the prizes, other than the responsibility incumbent on it under its activity as an air carrier.

Air Tahiti Nui cannot be held liable in the event of force majeure as defined by case law or in the event of unforeseen circumstances beyond its control.

Air Tahiti Nui cannot be held responsible or recourse brought against it for the occurrence of events characterising force majeure (strikes, bad weather, etc.) partially or totally depriving attempts to participate in the game and/or the winners from the benefit of their prizes.

Air Tahiti Nui and its service providers and partners cannot under any circumstances be held responsible for any incidents that may occur in the use of the prizes by the beneficiaries or their guests once the winners have taken possession of them.

Similarly, Air Tahiti Nui, as well as its service providers and partners, cannot be held responsible for the loss or theft of the prizes once the winners have taken possession of them. Any additional cost necessary to take possession of the prizes is the sole responsibility of the winners without them being eligible to request any compensation from Air Tahiti Nui, nor from the service provider or partner companies.

In any case, Air Tahiti Nui reserves the right to modify any date and/or time announced.

ARTICLE 9 - Protection of personal data

Air Tahiti Nui undertakes to comply with French Data Protection Act N° 78-17 of 6th January 1978 and all regulations in force, including EU Regulation 2016/679 of the European Parliament and of the Council of 27th April 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data, with respect to the processing of personal data of participants in the context of the game.

The personal data collected within the framework of the game, as well as that to be collected or produced later, is intended to be used for the purposes of managing the game.

For management purposes, this data may be communicated to its subcontractors, service providers and partners, duly authorised brokers and insurers, within the limits of the tasks entrusted to them.

Participants have a right of access to personal data concerning them, as well as the right to have inaccurate or obsolete data rectified or deleted, or to oppose treatment of the data subject to justification of a legitimate reason. These rights can be exercised by simple request sent in writing to the Loyalty Club Tiare & Partnerships d'Air Tahiti Nui at the following addresses: dpo@airtahitinui.pf and

Animation.clubtiare@airtahitinui.pf or at the Tua rata building, Aéroport de Tahiti Faa'a, BP 60044 – 98 702 FAA'A - French Polynesia.



AIR TAHITI NUI

Article 10 - Rules of the game

The game is set up by Air Tahiti Nui, Société Anonyme d'Economie Mixte Locale whose head office is located at Tahiti Faa'a Airport, Immeuble Tua Rata, BP 60044 - 98702 FAA'A.

These rules govern the declaration of winners participating in the game "ATN 25th Anniversary Game - Share The Love" which will be executed on 6th november 2023 or the following working day, from 12:00 p.m.

The rules are subject to the law applicable in French Polynesia.

Participation in the game implies full acceptance of all the provisions of these rules.

The complete rules of this game can be viewed free of charge on the Air Tahiti Nui website www.airtahitinui.com and filed with Maître LeHartel Gérard, bailiff, rue Tepano Jaussen – BP 2060 – 98713 Papeete.

The complete rules of this game can be sent free of charge upon written request to the Loyalty & Partnerships department, the Club Tiare at the Tua Rata building in FAAA TAHITI.

The postage costs for requesting the rules (applying the current post office rate for non priority delivery on the basis of 20 g), may be reimbursed to anyone requesting it before november 15th 2023 (date: the post office stamp being taken as proof), by attaching bank details and within the limit of a single reimbursement per "household" (same name, same address).

The rules may be modified at any time in the form of an amendment by Air Tahiti Nui, in compliance with the stated conditions, and published on the Air Tahiti Nui website www.airtahitinui.com and at Maître LeHartel Gérard, bailiff, rue Tepano Jaussen – BP 2060 – 98713 Papeete, depositary of the regulations before their publication. The addendum will come into effect from the time it is put online and any participant will be deemed to have accepted it by their simple participation in the game, from the date of entry into force of the modification. Any participant not accepting the modification(s) made must cease their participation in the game.

Article 11 - Disputes

Any fraud or attempted fraud in this game by a participant will result in their elimination. Any dispute relating to this game must be made in writing, within a maximum period of twenty days (20) from the date the winners are announced.

Air Tahiti Nui will arbitrate in the last resort any question relating to the application of these rules or any question that may arise that these rules do not define.

Disputes will be brought before the competent courts of French Polynesia.