

Contest rules: My American Market Birthday Bash 2018

Article 1: Organizer of the game

My American Market registered in the Register of Commerce and Companies under the number 51188446200033 headquarters based at 12, rue Louis Courtois de Viçose, 31100 Toulouse will organize from June 8 (eighth) 2018 until June 24 (twenty-fourth) 2018 a game with purchase obligation entitled: My American Market Birthday Bash 2018

Article 2 : Participation

This game is open to any legal entity or any person of legal age, regardless of nationality, whose domicile is located in Europe (and is able to order and be delivered on the site <https://www.myamericanmarket.com>).

Orders placed on the professional site (B2B) : <https://www.myamericanmarket.com/pro/> will not be counted for this game. Only orders placed on the site "for individual clients (B2C)" are able to participate in this game.

Persons who do not meet the above conditions, as well as members of the organising company's staff, and in general, any person directly or indirectly involved in the organisation, implementation, promotion and animation of the operation may not participate.

Also excluded from participation are all family members (spouses, ascendant partners, direct descendants) of all the above-mentioned persons.

The organising company reserves the right to ask any participant to justify these conditions. Any person who does not meet these conditions or refuses to justify them will be excluded from the game and will not be able, in the event of winning, to benefit from the prize.

Article 3 : principe du jeu

Each participant declares to have read the complete rules and reglementation of the game. Participation in the game implies full and complete acceptance of these Rules.

The game is based on the principle of drawing lots. To participate, simply place an order on <https://www.myamericanmarket.com> and the order must be paid for (confirmed and not cancelled).

One winner will be chosen per day during which the game takes place, i.e. 17 (seventeen) winners (1 winner per day).

The draw for the winners, organized by the employees of the organizing company, will take place 15 (fifteen) days after each day constituting the game. For example: for the winner of June 8 (eight) 2018, the draw will take place on June 22 (twenty-two) 2018 taking into account all orders validated and not cancelled on June 8 (eight) 2018, for the winner of June 9 (nine) 2018, the draw will take place on June 23 (twenty-three) 2018 taking into account all orders validated and not cancelled on June 9 (nine) 2018, and so on.

The dates of the drawings are given as an indication. If circumstances so require, the organising company reserves the right to modify them without prior notice and without any claim being made in this respect.

Winners will be contacted by My American Market customer service by email or phone. They will have a delay of 7 (seven) calendar days to confirm their lot by email with their coordinates: last name, first name, postal address and email. In the event that the winner does not confirm his prize or if the contact details provided do not allow contact with the winner, the prize will be put back into play.

The organising company will send the prizes within 1 (one) month from the date of the winner's reply.

Article 4: Prizes

The total prize allowance of the operation is the refund of 17 orders/purchases, made via the site <https://www.myamericanmarket.com> and whose values vary according to the amount, and within the limit of a refund of 100€ including shipping costs.

The organizing company has a period of 1 month following the end of the draw to proceed to send the prize to the winner.

The winner will be personally notified of their winnings electronically or by telephone by the organizing company at the e-mail address (or telephone number) that he / she has indicated on his / her account.

The organizing company can not be held responsible in case of non-delivery of the e-mail announcing the gain due to an error in the e-mail address indicated by the participant, in case of failure of the access provider, in case of internet network failure or for any other circumstance.

Article 5: Data processing and freedom

In application of the law n° 78-17 of January 6, 1978 relating to data processing, files and freedoms, the players registered with the game have the right of opposition (art. 26), access (art. 34 to 38), rectification and deletion (art. 36) of the personal data that concerns them. Participants may request not to be included in or removed from the file at any time and may request that information about them that is inaccurate, incomplete, approximate, ambiguous or out of date be corrected, completed, updated or deleted by writing to the game organizer.

This right can be exercised by addressing a letter to the organiser at: My American Market, 12, rue Louis Courtois de Viçose, 31100 Toulouse.

Article 6: Limitation of Liability

The organising company reserves the right to extend the participation period. In particular, the organising company declines all responsibility in the event that the site is unavailable during the duration of the competition or in the event that the data communicated by participants is destroyed for a reason beyond its control. The organizing company is not responsible for errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures, theft, destruction, unauthorized access or modification of entries.

Participation in the game implies knowledge and acceptance of the characteristics and limitations of the Internet, in particular with regard to technical performance, response times for consulting, querying or transferring information, the risks of interruption, and more generally, the risks inherent in any connection and transmission over the Internet, the lack of protection of certain data against possible misuse and the risks of contamination by possible viruses circulating on the network. It is specified that the organizing company cannot be held responsible for any direct or indirect damage resulting from an interruption, a dysfunction whatever it is, a suspension or the end of the game, and this for any reason whatsoever, or for any direct or indirect damage which would result, in any way, from a connection to the site or the applications. It is the responsibility of all players to take all appropriate measures to protect their own data and/or software stored on their computer equipment against any attack or attack of exogenous origin. The connection of any person to the site and mobile applications and the participation of players in the game is under their sole responsibility.

Any false statement from a participant will result in his exclusion from the game and the non attribution of the prize that he could possibly have won without the responsibility of the organizers could be engaged. Any form on which the participant's contact information is illegible, incorrect or incomplete will be considered void. Any attempt to multiple entries by any individual or persons from the same household with different email addresses or any other attempt at fraud will result in the final disqualification of all identified entrants and the immediate forfeiture of any winnings potentially obtained during the game. It is strictly forbidden, by any means whatsoever, to modify or attempt to modify the devices of the game, in particular in order to modify the results or to influence by automated or unfair means the designation of the winners.

If it appears that a participant has won a prize in contravention of these rules, by fraudulent means, such as an automated search or the use of an algorithm, or by means other than those resulting from the process described by the organising company on the site of the game or by these rules, he will be immediately disqualified and his participation cancelled and his prize will not be awarded to him and will remain the property of the organising company, without prejudice to any proceedings that may be brought against the participant by the organising company or by third parties. The organizing company cannot be held responsible in the event of malfunctions of the Internet network, in particular due to external malicious acts, which might prevent the correct progression of the game. The organizing company cannot be held responsible in the event that one or more participants are unable to connect to the game site or to play due to any problem or technical defect related in particular to network congestion. The use of robots or any other similar process allowing to play the game in a mechanical (or other) way is prohibited, the violation of this rule will cause definite elimination of its director and/or user. The organizing company may cancel all or part of the game if it appears that fraud has occurred in any form whatsoever, including computer in connection with participation in the game and/or determination of winners. In the event of fraud or attempted fraud of any nature whatsoever, the organising company reserves the right not to award prizes to fraudsters and/or to prosecute anyone who has defrauded or attempted to do so. However, it may not incur any liability of any kind towards players for any fraud committed or attempted. Under no circumstances may the organising company be held liable for the prizes it awards to the winners of the game, whether in terms of the quality of the prizes in relation to that announced or expected by the participants in the game, or for any damage of any kind that the participants may suffer as a result of the prizes, whether directly or indirectly attributable to them.

Article 7: Participation fees

Reimbursement of connection fees incurred for participation in the Contest will be limited to 3 minutes of connection, based on the local call cost at the Orange/France Telecom rate in force at the time these rules were drafted (i.e. 0.16 euros per minute). Participants who do not pay connection fees related to the importance of their calls (holders of an "unlimited">> subscription, ADSL cable users...) will not be reimbursed. The refund will be made on simple written request to the organising company at the address indicated in article 1.

Participants must clearly indicate their surname, first name, full address, and attach to their request a R.I.B. (or R.I.P.) as well as a photocopy of the supporting invoice, with the connection dates and times clearly underlined.

Reimbursement of the cost of requesting a refund will be made on the basis of a single letter weighing less than 20 grams, postage paid at the economy rate.

Article 8: Amendment of Regulations

The organizing company may not incur any liability if, in the event of force majeure or events beyond its control, it were to cancel this game, reduce or extend it, or postpone it, or modify the nature of the prizes, the number of prizes or the conditions.

Article 9 : Exclusion

The organizing company may cancel the entry (s) of any player who has not complied with these rules. This cancellation can be done at any time without notice. The organizing company also authorizes the right to delete any participation form with obvious errors as to the identity of the player. This deletion can be done at any time without notice.

Article 10: Litigation

If one or more provisions of the present by-law are declared null or inapplicable, the other clauses will retain all their strength and their scope. All cases not provided for by the rules will be decided by the organizing company whose decisions will be final. No contest will be admissible one month after the closing of the game.

Article 11 Deposit

The present rules of the game are available free of charge from the organizing company and as from the date of its installation, this Game is the subject of the present rules, deposited via depotjeux with the bailiff Maitre Doniol located at 8 Rue Souilly - 77410 Claye Souilly. The rules will be available free of charge for the duration of the game at the following address: <http://www.depotjeux.com>.

Participation in the game implies pure and simple acceptance of these rules in all its provisions, as well as the laws and regulations applicable to contests in force in France.

The rules may be modified at any time in the form of an amendment by the organizers, in compliance with the conditions set out, and published online on the site. The amendment is filed via depotjeux with the bailiff's office Maitre Doniol located at 8 Rue Souilly - 77410 Claye Souilly, depository of the regulations before their publication. It will come into force from the date it is put online and any Participant will be deemed to have accepted it simply by virtue of his participation in the Game, from the date of entry into force of the modification. Any Participant who refuses the modification(s) must cease to participate in the Game.

Reimbursement of claims will be made on the basis of a single letter of less than 20 grams postage paid at the economy rate.