

# **GENERAL TERMS & CONDITIONS GOVERNING PARTICIPATION IN THE PROMOTION**

## **1. THE ORGANISING COMPANY**

**1.1** The company TLC Marketing France, a French S.A.R.L. (limited liability) company, registered with the Paris Register of Trade & Companies under the number 491 414 306, the registered office of which is located at 92 Avenue de Wagram, 75017 Paris, France ("the Organising Company"), is running, from 01/09/2017 to 27/10/2017, in the United Kingdom, a promotion called the "United Kingdom Alcatel Promotion" (hereafter "the Promotion"), in partnership with the company TCT Mobile Europe S.A.S., which markets the Alcatel-branded phones featured in this Promotion ("the Partner Company").

**1.2** Unless stipulated otherwise in the provisions of the General Terms & Conditions set out herein, the Organising Company shall be the sole party responsible for organising the Promotion.

**1.3** The terms and conditions governing participation in the Promotion are set out hereafter.

## **2. DESCRIPTION OF THE PROMOTION**

**2.1** All persons who have purchased an Alcatel A3 or A3 XL phone between 01/09/2017 and 27/10/2017 may make use of the Promotion, subject to the terms and conditions set out in and in accordance with the particulars detailed in Clause 3 hereafter (hereafter the "Participants"), in order to benefit from two discount codes amounting to £35 credit (hereafter "Discount codes"), to be used on eventim.co.uk (no minimum purchase required). Each discount code, which is valid for six months following receipt, can be used for amounts totalling up to £35 (2 x £35 credit per phone purchased) but may only be used once.

## **3. TERMS AND CONDITIONS OF THE PROMOTION**

**3.1** Participation in the Promotion is on a name-specific basis and limited to one offer per household (i.e. same name, same address), and furthermore, is restricted to persons over 18 who are U.K. residents, who have purchased an Alcatel phone, namely an Alcatel A3 or A3 XL phone between 01/09/2017 and 27/10/2017 from a U.K. store or from a British online retailer participating in the Promotion. Participation in the Promotion is subject to terms and conditions and the Discount codes may not be used in conjunction with any other promotion, offer or benefit.

**3.2** Employees of TLC Marketing, of TCT Mobile Europe and the agents and distributors thereof, and likewise members of said employees' families, may not benefit from the Promotion.

## **4. CONDITIONS REGARDING PARTICIPATION**

**4.1** Registration for participation in the Promotion

**4.1.1** To be able to benefit from the Promotion, the Participant must visit the promotion website at [enjoynowconcert.alcatel-mobile.com](http://enjoynowconcert.alcatel-mobile.com) and go to "I want my discount" page within

30 calendar days following the date of his or her purchase (the time of the website visit will be deemed as proof of receipt and the cost of the website visit will not be refunded) and must complete the online registration form for the Promotion, by entering: Full contact details (title, first name, surname, postcode, email address and the IMEI code of the smartphone purchased; The store or online retailer where the purchase was made by selecting from a drop-down menu; A scanned copy or a photo of his or her receipt with details of the product eligible for the offer, and also the purchase date, which must be provided. The Participant completes this first stage by clicking "I want my discount". By registering my details, I accept the General Terms & Conditions for participation in the Promotion".

Online Promotion registration forms which are incomplete, incorrectly filled in, or submitted after the 30-day time frame or which do not meet the terms and conditions of the Promotion will be deemed to be null and void and will not be processed. In this case, an email will be sent by the Organising Company to the Participant, detailing why registration was not accepted within approximately two (2) weeks. No further action shall be taken regarding invalid applications.

**4.1.2** A confirmation page will confirm to Participants that their participation is confirmed, to be followed by email confirmation immediately afterwards. The email shall be sent to the email address entered by the Participant in the online Promotion registration form.

#### **4.2** Discount codes sent by the Organising Company

**4.2.1** Following the Participant completing the online Promotion registration, and subject to approval, the Organising Company will send a discount code shall then send, by email, to the email address supplied during registration online, within two (2) weeks, a discount code which shall enable the Participant to access his or her credit of two sums of £35, to be used on the online ticketing website Eventim.

Any and all requests which are illegible, incomplete, falsified, or which do not meet the terms and conditions of the offer or which are entered on the website [enjoynowconcert.alcatel-mobile.com](http://enjoynowconcert.alcatel-mobile.com) after expiry of the relevant time frame (30 calendar days), shall be deemed to be invalid. No further action shall be taken in respect of such requests – an email stating that the registration request is invalid shall be sent to the Participants in question. Discount codes cannot be changed and are valid for six months, solely on the website [www.eventim.co.uk](http://www.eventim.co.uk).

**4.2.2** The Organising Company cannot send a discount code to a Participant if incorrect details are provided at online registration. The Organising Company, its sales representatives, distributors and partners will not be liable for such.

**4.2.3** Any and all fraudulent attempts by consumers will result in the Organising Company prohibiting said consumers from participating in the Promotion, and in such an event said consumers will under no circumstances be able to make use of the offer set out herein nor claim any compensation of any kind whatsoever.

**4.2.4** In the event of any queries, Participants may call the customer service department of the Organising Company on +44 (0)3301 243 917 (not a premium rate number – the cost of the call will vary according rate applied by your telecoms provider; calls will be answered from Monday to Friday, excluding bank holidays, from 9.30am to 5.30pm) or send an email

to [enjoynowconcert-uk@tlcrewards.com](mailto:enjoynowconcert-uk@tlcrewards.com), (Subject: Alcatel Enjoy Now Promotion/ your first name and surname).

**4.2.1** Discount codes have no monetary value, and cannot be transferred, sold, resold or refunded. Under no circumstances will damages or monetary exchanges of any kind be granted.

**4.2.1** The Organising Company, its agents, distributors and partners in will not replace any Discount codes which are lost or stolen.

#### **4.3** Use of the discount codes

**4.3.1** To use the discount code, Participants must:

- a. Visit the website [www.eventim.co.uk](http://www.eventim.co.uk)
- b. Choose their desired event and add it to the Shopping Cart;
- c. Enter the discount code during payment – £35 will be automatically deducted from the total of the Shopping Cart;
- d. Log into or create a new Eventim account;
- e. The Participant will then receive a confirmation email in addition to the event tickets, which can be printed.

**4.3.2** The Discount codes which entitle Participants to deductions of up to £35 are valid across the website and can be used for any event advertised on the website [www.eventim.co.uk](http://www.eventim.co.uk).

**4.3.3** The Participant will be informed, in real time when placing an order, of the availability of the tickets desired. If all or some of the tickets in a in the desired category are unavailable, the Participant will be notified of this and tickets will be offered for another category, subject to these tickets being available.

**4.3.4** During the course of the booking process, numbered seats may be indicated on a seating plan, if one is available. However, due to constraints relating to the scale of seating plans, representations of the locations of numbered seats are supplied for reference only and this cannot be used as assurance of the actual location of these seats. Therefore, depending on the scale of the seating plan, representations of ticket locations may indicate either the specific seats, or the seating or standing area in which the tickets booked by the Participant are located.

**4.3.5** A discount code is a product which is offered for sale that allows its beneficiary, for a sum that does not exceed its face value, to purchase tickets for one or several events from the entire Eventim event catalogue. Once a payment has been accepted, an electronic ticket will be sent to the email address of the purchaser.

**4.3.6** A discount code cannot be exchanged or refunded (either total or partial), even in the event of theft or of loss.

**4.3.7** It is the Participant's responsibility to check that the discount has been applied to the Shopping Cart prior to proceeding to completion of the payment or, where applicable, prior to paying the remaining balance.

4.3.8 Any and all attempted fraud, such as falsification or handling of stolen goods, the purpose of which is to circumvent the provisions hereof, is carried out at the risk of the acquired ticket(s) being cancelled, without prejudice to the use of any and all legal avenues of redress available.

4.3.9 Any and all additional requests not included in the offer (e.g. additional orders, delivery methods different to that included in the offer) shall be financially borne exclusively by any Participants using the offer.

4.3.10 One one discount code may be used per order and per Eventim account. Discount codes may not be used in conjunction with any other promotion, offer or benefit and each one is valid for a single individual only.

4.3.11 Any and all fraudulent attempts by consumers will result in the Organising Company and/or the online ticketing company Eventim prohibiting said consumers from participating in the Promotion, and in such an event said consumers will under no circumstances be able to make use of the offer set out herein nor claim any compensation of any kind whatsoever

4.3.12 The online ticketing website Eventim reserves the right to amend its prices and rates (as applicable) and the availability of the Promotion during the course of the Promotion.

4.3.13 Discount codes cannot be changed and are valid for six months following receipt by email.

4.3.14 The e-code is unchangeable and valid for 6 months following its reception by e-mail.

## **5 LIMITATIONS OF LIABILITY**

Neither the Organising Company, nor the agents and distributors thereof, nor the Partner Company, shall not in any way be held liable for any reason whatsoever, nor may they be liable to any financial compensation of any kind to Participants or anyone having a discount code in the event that:

- 1. The Eventim site does not accept the discount code;
- 2. The owner of a discount code being unable to use it;
- 3. An error relating to the content of a discount code;
- 4. Losses or injuries occurring in a participating retailer.
- 5. A concert or performance is cancelled or postponed and doesn't allow the beneficiary to benefit for his / her gain.

The Organising Company cannot be held liable for harm of any kind that may be incurred by a beneficiary as a result of their presence in a partner establishment. Neither the Organising Company, nor the agents and distributors thereof, nor the Partner Company, guarantee the standard or availability of the services offered by participating retailers, even if this results in losses of damages for the holder of the discount code. The preceding provisions in no way, shape or form reduce the legal rights of the beneficiary.

The choice of the online ticketing partner Eventim was the subject of careful consideration regarding the standard of services provided. However, once a discount code has been used, the Organising Company will not be held liable for any reason howsoever, and in particular but not limited to, any errors, unintentional omissions, the Eventim online ticketing website crashing, or any incidents.

No compensation of any kind howsoever shall be paid in relation to the offer detailed herein.

Neither the Organising Company, nor its agents and distributors, nor the Partner Company shall be held liable for the management, quality or services provided by the online ticketing website Eventim and furthermore, they shall not process any complaints, claims or disputes of any kind howsoever in relation to the services provided. Participants should contact the Eventim online ticketing website directly regarding any and all complaints, claims or disputes in connection with a discount code.

In the event of force majeure, the Organising Company reserves the right to cancel the offer described herein or to replace the offer with another offer of an equivalent or higher value. However, beneficiaries of the offer shall not make any claims for other compensation nor for payments of damages of any kind howsoever, nor for cash exchanges.

The Organising Company reserves the right to shorten, extend, amend or cancel the Promotion in the event of unforeseen circumstances. The Organising Company shall not be held liable in the event of such changes.

The offer and the tickets are specific to the name of the holder, and accordingly the Organising Company shall refuse to accept any tickets produced by a person other than the beneficiary of the offer (that is, an adult participating in the offer or "the Participant").

## **6 PROCESSING OF PERSONAL DATA**

In accordance with the French Data Protection Act of 6 January 1978, and as per the latest version thereof, all information collected shall be used by the Organising Company in its capacity as the party responsible for processing said data. The information is collected for the requirements of the Promotion and may also be used to obtain the opinions of Participants regarding the commercial promotion, and furthermore, for the purposes of satisfaction surveys, producing statistics and of holding competitions. This data may also be passed onto commercial partners of the Organising Company. The Organising Company takes measures that comply current industry practises to ensure data security and confidentiality, in accordance with the aforementioned legal framework. Moreover, Participants have a legal right of access to their personal data, a right to correction and a right to have their data destroyed. In order to exercise this right, Participants may send their request by post to the following address: TLC Marketing UK Ltd., PO Box 468, Swansea SA1 1RH, accompanied by a copy of valid proof of identity.

## **7 COOKIES**

Consumers are hereby notified that cookies are stored on the hard disks of their computers and devices when they browse the Organising Company's website. A cookie is a piece of data (a small file which is generally composed of letters and numbers) which is issued by a website and placed on consumers' hard disks computers and devices on visiting the

website. A cookie temporarily stores information relating to navigation of the site. Cookies stored on computers and devices enable consumers to access products and services in which they have shown interest, by means of targeted advertising, and they also enable website traffic statistics to be produced. By continuing to use the website following the cookie statement, consumers automatically authorise the Organising Company to place and to store cookies in consumers' browsers when they visit the website. Consumers can at any time express and change their preferences regarding cookies. They can also prevent cookies from being placed on their computers and devices, by disabling cookies in their browsers. For more information, consumers can read the "IP addresses and cookies" clause in the "TLC Marketing Terms of Use & Privacy Policy" on [www.tlcmarketing.com/uk/Legal](http://www.tlcmarketing.com/uk/Legal).

## **8 GENERAL PROVISIONS**

All information in this document constitutes the Terms & Conditions of Participation in the Promotion. Participation in the Promotion implies prior unconditional acceptance of these Terms & Conditions. The Organising Company reserves the right to modify the Terms & Conditions set out herein without prior notice.

The Promoter and its Agent reserve the right to provide a substitute offer of equal or greater value and to withdraw the Promotion at any time deemed necessary owing to circumstances outside their reasonable control.

The Agent administering this Promotion is TLC Marketing UK Ltd., PO Box 468, Swansea SA1 1RH.

Any written queries should be sent to the Agent at the above address, entitled "Alcatel Enjoy Now Concert".

Any disputes concerning the legal interpretation of the rules shall be governed by the laws of England and Wales. The courts of England and Wales shall be the sole courts competent to hear said disputes.

The Promotion set out herein is available in partnership with TCT Mobile Europe SAS, the registered office of which is located at 55 Avenue des Champs Pierreux, 92000 Nanterre, France, registered in the Nanterre Trade & Companies Register under the number B 440 038 222, which markets the Alcatel-branded phones featured in this Promotion.