

Win a Deezer Family subscription with the #DeezerFamily quiz

ARTICLE 1 – ORGANISATION

Deezer SA, a company listed in the Paris Trade and Companies Register under the reference B 511 716 573, headquartered at 10-12 rue d'Athènes, 75009 Paris, France, is organising a competition between 28th September 2016 and 12th October 2016. Entry is free of charge and no purchase is necessary. This competition, which is called "Win a Deezer Family subscription with the #DeezerFamily quiz" (hereafter "the Competition"), will be open to all individuals aged 18 and over who are Twitter users.

ARTICLE 2 – PARTICIPANTS

2.1 The Competition is open to residents of Belgium, France, Luxembourg, the Netherlands, United Kingdom, Republic of Ireland, Mexico, Guatemala, Honduras, El Salvador, Costa Rica, Colombia, Peru, Ecuador, Bolivia, Paraguay, Argentina, Chile and participants must have a Twitter or Facebook account. No purchase is necessary to enter the Competition.

2.2 Participants authorise the Organising Company to perform all necessary checks on the information they provide when registering on the Deezer website.

Should any of this information be found to be incorrect or untrue, the participant will be disqualified.

Should it be demonstrated that a participant has attempted to cheat, in particular by creating false identities to enter the Competition more than once, he or she will be permanently disqualified in respect of all entries.

This clause specifically provides for the disqualification of anyone attempting, by any means whatsoever, to modify the system for entering the Competition, and specifically to alter the outcome.

Anyone attempting to enter the Competition using systems such as automated competition entry tools or software created for automated competition entry, or by using information, email addresses or customer numbers other than those corresponding to their own identity and address, or, more generally, using any method which does not respect the principle of all participants having equal chances of winning the Competition, will be disqualified, automatically and permanently.

2.3 This Competition is not open to anyone directly or indirectly involved in devising it, or to staff of the Organising Company or their families.

2.4 Any entry which is incomplete or illegible, which bears incorrect contact details, which is received before the Competition opening time as indicated in Article 3.1 below or after the Competition closing time as indicated in Article 3.1 below will be considered ineligible. The date and time at which the data in the file was received will be used as the entry time for the purposes of this article.

2.5 Entries which do not comply with one of the conditions set out in this article will be automatically disqualified.

Article 3 – HOW THE COMPETITION WORKS

3.1 The Competition can only be entered online, (via twitter.com) and is open between 28th September 2016 and 12th October 2016

3.2 To enter, participants must:

- I. Take the quiz at <http://win.deezer.family>
- II. Share their scores on Twitter using #DeezerFamily

3. 4 Entries which comply with these terms and conditions will be entered into the Competition.

ARTICLE 4 – SELECTION OF WINNERS

4.1 On 12th October at 12pm a random prize draw will be held by a member of the Organising Company's staff, on the Organising Company's premises, to select five (5) winners of the Competition who are residents of the United Kingdom and five (5) winners of the Competition who are not residents of the United Kingdom. During this prize draw, two (2) reserve Winners will also be selected.

4.2 The Organising Company will inform the Winners by Twitter Direct Message within 24 hours of the closure of the Competition.

4.3 Should it prove impossible to contact the Winners of the prize described in Article 5.1 (or should the Twitter account provided upon entry be invalid), the prize will be allocated to the first reserve Winner, and so on.

Article 5 – AWARDING THE PRIZE

5.1 The ten (10) Winners selected in the prize draw will each receive the following prize:

- One (1) family account which includes up to six (6) profiles

5.2 The prize referred to in Article 5.1 will be communicated via Twitter.

5.3 No cash alternative to the prize, either in whole or in part, will be offered.

5.4 The Organising Company reserves the right to replace all or part of the prize with alternatives of equivalent value should circumstances dictate.

ARTICLE 6 – MODIFICATION AND CANCELLATION

The Organising Company reserves the right to cancel, curtail, extend, modify or postpone the Competition at any time, and will not be held responsible for the consequences of this. As far as possible, prior information will be provided using appropriate means in the event of any changes.

ARTICLE 7 – LIMITS OF THE ORGANISING COMPANY'S RESPONSIBILITY

7.1 The Organising Company will not be held responsible should it prove impossible to contact the Winner via email, for reasons outside the Organising Company's control (in particular technical problems relating to Internet service providers or telecoms operators, or if an incorrect email address was given on the Deezer registration form).

7.2 The Organising Company will not be held responsible if, for reasons outside the Organising Company's control (in particular as a result of technical issues relating to Internet service providers), entries do not reach the Organising Company or are illegible upon arrival.

7.3 The Organising Company will not be held responsible for any strikes, delays or errors, or damage caused to prizes by the postal service.

7.4 In such cases, no compensation will be available to participants or the Winner.

7.5 It is important to remember that the Internet is not a secure network. The Organising Company is therefore unable to take responsibility for the results of any viruses or third party intrusions into Competition participants' devices, and will not be held responsible for any consequences suffered by participants as a result of having connected to the network via the Competition website.

7.6 The Organising Company will not be held responsible for Internet network malfunctions, in particular should malicious action by a third party prevent the Competition from operating correctly and participants being informed as intended.

ARTICLE 8 – PERSONAL DATA

Participants' personal data may be processed electronically so that the Organising Company can organise the Competition, register entries and select Winners. Data may be passed on to service providers and sub-contractors for processing on behalf of the Organising Company in connection with this Competition.

In accordance with the French Data Protection Law no. 78-17 of 6 January 1978, participants have the right to access, rectify or withdraw their personal data, or object to it being held. This right can be asserted by writing to:

DEEZER SA
Direction Juridique
10-12 rue d'Athènes
75009 Paris, France

ARTICLE 9 – LITERARY AND ARTISTIC PROPERTY RIGHTS

In accordance with laws on intellectual property rights, the images used on the Competition website, objects represented, brands and proprietary names mentioned, and graphic, IT and database elements which make up the Competition website are the sole property of their respective owners and may not be extracted, reproduced or used without the written authorisation of these owners. Any person contravening this article risks civil and/or criminal prosecution.

ARTICLE 10 – MODIFICATION AND CANCELLATION

Winners authorise the Organising Company, and all its partners and licensees, to use their name and photograph in any advertising or promotional campaigns relating to this Competition, without any remuneration or compensation being due for this other than the prize awarded.

ARTICLE 11 – COMPETITION RULES

11.1 By participating in the Competition, participants accept these Rules, in full and without reserve.

These Rules are available free of charge on the <http://www.deezer.com> website or by sending a written request by regular mail during the Competition period, as stated in Article 3.1 of these Rules (date as per postmark), to the Organising Company, whose address is given in Article 8 of these Rules.

The cost of making this request will be reimbursed based on current second class postage rates.

11.2 However, the Organising Company reserves the right to make any decision considered necessary to the application and interpretation of the Rules, provided that participants are kept informed. Any participant contravening these Rules will be immediately disqualified.

ARTICLE 12 – DISPUTES AND COMPLAINTS

12.1 Any dispute relating to the Competition or the interpretation of the Competition Rules will be handled in accordance with French law. Participants agree to make an out of court application for an ex gratia settlement to the Organising Company before instigating any legal action linked with or relating to the Competition and the Rules thereof (and their application or interpretation in particular).

Should one of the clauses of these Rules be declared null and void, the validity of the Rules as a whole will not be affected and the remaining clauses will retain their full force and scope.

12.2 The Organising Company may cancel all or part of this Competition, should it become apparent that any form of fraud has occurred in Competition entries or in selecting the Winner. In such a case, the Organising Company reserves the right not to award prizes to those involved in fraud and/or to prosecute those responsible for this fraud in the relevant courts of law.

No answers will be provided to questions received in writing or by telephone concerning the interpretation or application of these Rules, the way the Competition works or the way the Winner is selected.

12.3 Except in cases of obvious error, it is agreed that information from the Organising Company's competition management system will be taken as conclusive evidence in the event of any disputes relating to connections or the processing of information relating to the Competition.

12.4 The cost of participating in the Competition, based on a two-minute Internet connection at off-peak rates, will be reimbursed. Requests should be sent by standard mail within two months of the closure of the Competition (date as per postmark) to the Organising Company, whose address can be found in Article 8. Please note that this provision does not cover subscriptions to the Deezer Premium or Deezer Premium+ services.

Applicants should indicate their family name, given name and postal and email addresses, and the name of the Competition entered, along with the date and time of connection, and the Internet service provider used.

Applicants must also include a copy of an itemised bill for the relevant period from their telecoms supplier or Internet service provider, in their own name (or in their parents' names if the Competition is open to those under 18), proof of address and their bank details. Only one request for reimbursement, from one participant only, should be included (one request for reimbursement per envelope). Only one request for reimbursement will be accepted per entry and per person (same family name and postal address).

If applicable, the cost of the stamp required to post the reimbursement request will be reimbursed by the Organising Company, at the current second class postage rate, if this is requested in the application for the reimbursement of connection charges. The cost of photocopying the required documents will be reimbursed at €0.15 per page, provided that this is also requested in the application for the reimbursement of connection charges.

Reimbursements will be made by bank transfer, within 60 days of receipt of the request, after the request has been validated. In particular, the information in the reimbursement request letter will be checked against the information provided upon subscription to Deezer. Incomplete or illegible requests will be disregarded.

Given current technology and the fact that some Internet service providers offer free or set-price Internet connections, it is expressly stipulated that no reimbursement will be made for connections to the website which are made free of charge or under a set-price agreement (such as Internet connections via cable, ADSL or dedicated lines). In such cases, the subscriber pays a flat fee covering all Internet usage in general, and does not incur any additional cost or expenditure by participating in the Competition.

12.5 These Rules have been registered with the professional non-trading company Jean-Daniel Lachkar, Franck Gouguet and Sylvain Thomazon, Partnership of Judicial Officers, 156 rue Montmartre, 75002 PARIS, France.