

# CONTEST GAME RULES «[ AZUL CELEBRATION ]»



## ARTICLE 1 -ORGANIZATION AND DURATION

Plan B Games Inc. (“Organizing Company”), Canadian dollars, registered with the Registraire des entreprises du Québec, under number 1176093970, having its head office in Rigaud, 19 rue de la Coopérative, Rigaud, QC, J0P 1P0, Canada organizes from Monday August 2, 2021 at 10 a.m. (Eastern time) to Friday September 10, 2021 at 4 p.m. (Eastern time), with no obligation to purchase, temporarily or definitely titled “Azul CelebrationContest”.

## ARTICLE 2 -PARTICIPANTS

The Contest is open exclusively to adults with an Internet connection (hereinafter the “Participants”).

Excluded are members of the Organizing Company’s staff, and any person who directly or indirectly participated in the design, production or management of the Game as well as their spouse (marriage, PACS, cohabitation), members of their families: direct ascendants and descendants or other relatives living or not under their roof.

The Organizing Company reserves the right to ask any Participant to justify compliance with the conditions set out above. Anyone who does not meet these conditions, or refuses to justify them, will be excluded from the Game and may not, in the event of a win, benefit from their prize. Multi-participation is authorized.

Participation in the Game implies full acceptance of these regulations (hereinafter the “Regulations”), the rules of ethics in force on the Internet, as well as the applicable laws and regulations.

This game can be accessed on Facebook, Instagram, the official Plan B Games website and the Plan B Games newsletter., but is in no way sponsored, endorsed or administered by or associated with Facebook and Instagram. Facebook and Instagram cannot be held responsible for any part of this Contest.A

## ARTICLE 3 -TERMS OF PARTICIPATION

### 3.1 Contest Announcement

Announcement of the Contest is made on Facebook, Instagram, the official Plan B Games website and the Plan B Games newsletter.

### 3.2 Registration

To enter the Contest, each Participant simply has to: Mandatory information / data: Name, first name, email address, full address, aged 18 and over and video clip lasting 10 to 20 seconds. This information / data will be filed on a form belonging to Plan B Games.

### 3.3 GAME MECHANICS

This year, Azul has reached 2 million copies sold worldwide. For the occasion, Plan B Games would like to create a video featuring Azul's biggest fans and partners around the world. In other words, Plan B Games wants its fans to be featured in the video.

To celebrate, Plan B Games is launching the Azul Celebration contest, in order to find the crème de la crème of Azul fans. That's why Plan B Games will be giving its biggest fan a trip to Portugal worth \$ 3,100 (USD) / \$ 3,900 (CAD)..

### HOW TO PARTICIPATE

A first round will begin on Monday August 2 at 10 a.m. and end on Friday August 29 at 4 p.m. Participants can submit their short clip to Plan B Games using the following form. When submitting their video clip, participants will be required to complete a short entry form. Entrants should be sure to read and accept the contest rules. At the end of this round, Plan B will nominate their 8 favorite clips that will appear in the Azul Celebration video.

Participants can participate as many times as they want.

The second round will start on September 1 at 10 a.m., where the 8 finalists and their short video will be revealed. Afterwards, the public will be able to vote for their favorite video / candidate. The compilation of votes will end on September 10 at 4 p.m. The finalist with the most votes will be declared UltimateAzulFan.

The winner will be announced on September 13 2021 on Plan B Games official social media, Plan B Games official website and official newsletter.

The 8 finalists' clips will be added to the Azul Celebration video montage.

### GUIDELINES FOR SUBMITTING YOUR VIDEO

#### **Azul**

The participants will have to insert elements of the Azul game (Box, tiles, board, etc.)

#### **Sound and noise**

Plan B Games reserves the right to retain and remove the sound from your video clip if it is selected for the final video.

#### **Portrait or Landscape**

Plan B team prefers landscape videos. Although, both portraits are acceptable.

#### **Duration**

The clip should be between 10 to 20 seconds long. Plan B Games reserves the right to cut your video clip if it is selected for the Azul Celebration video.

#### **Form**

Participants must complete and accept the rules of the competition.

### 3.4 CONDITIONS OF VALIDITY OF PARTICIPATION IN THE GAME

Entries containing incomplete, false or erroneous information cannot be taken into account.

Any participation made contrary to the provisions of these Rules will render the participation invalid.

Due to the video contribution of the participants, the Organizing Company reserves the right, at its sole discretion, to disqualify the Participants whose Contribution contains elements or comments which:

- are manifestly unlawful in nature;
- are of a pornographic, pedophile, racist or xenophobic nature;
- would be defamatory or likely to harm in any way the image, privacy, honor, reputation and / or consideration of any natural or legal person;
- incite crime, hatred, violence, suicide;
- would be accompanied (and / or containing) slanderous, denigrating, abusive, offensive, degrading, defamatory remarks, prejudicial to the honor and / or the consideration of persons;
- do not respect public order;
- infringe any right whatsoever, including, without limitation, copyright, patent or trademark or any other intellectual property right,
- would be contrary to good morals;
- would not comply with the regulations and legislation in force;
- would be liable to damage its image.
- This list is not exhaustive. Furthermore, each Participant guarantees that his Contribution can be used under the conditions referred to in Article 10 below and guarantees the Organizing Company against any recourse in this regard.

### ARTICLE 4 - ENDOWMENT

The Game has the following prizes, prize #1 is a trip to Portugal of a value of approximately \$ 3,100 (USD) / \$ 3,900 (CAD) and prize #2 is a mystery participation prize worth of \$ 44.99 (USD) / \$ 55.99 (CAD) which will be awarded to the 7 other Finalists designated under the conditions provided for in article 5 below (hereinafter the Winning Participants). The endowments involved are distributed as follows:

#### TRIP TO PORTUGAL

One gift voucher (in the form of a voucher) for a trip to Lisbon, Portugal, with a total value of THREE THOUSAND HUNDRED DOLLARS (\$ 3,100 USD / \$ 3,900 CAD).

#### Specifics of the TRIP:

- Valid for two (2) people, the Winning Participant and one (1) accompanying person of their choice;
- duration: seven (7) days / six (6) nights, to be consumed between Saturday January 15, 2022 and Saturday December 17, 2022 at the latest;



- it is the responsibility of the Winning Participant to check whether he and his accompanying person meet all the necessary conditions (medical, administrative, such as a valid passport, compulsory vaccine, or others) in order to be able to fully enjoy its endowment. The responsibility of the Organizing Company cannot be engaged in any way whatsoever in this regard. ;
- if the accompanying person [the Winning Participant] is a minor, they must be accompanied by their father, mother or legal guardian (at their expense), if this person is not the Winning Participant;-The Winning Participant must have a valid personal email address;
- The Winning Participant must have a valid credit / debit card in order to register at the hotel (security deposit).

**The Trip contains:**

- Up to two thousand dollars (\$ 2,000 USD / \$ 2,515 CAD) of paid airfare. The Winning Participant must notify the organizing company to provide the name of the departure airport, the name of the airline and the dates selected for the return tickets. Any amount exceeding the sum of \$ 2000 USD will not be covered by the organizing company. That is, if the air transport reaches a total sum of more than \$ 2500 USD, the Winning Participant will have to pay \$ 500 USD.
- Accommodation valued at nine hundred dollars (\$ 900 USD / \$ 1030 CAD) for six nights in a 4-star hotel of the Organizing Company's choice, in a double room and half-board, full board, lunch included.
- One (1) excursion from Lisbon to Sintra for two with guide valued at one hundred and sixty dollars (\$ 160 USD / \$ 200 CAD). Participants can choose the language of their guide (Ang., Fr., Esp.).

**The Trip doesnot contain:**

Additional costs, related in particular (but not exclusively), to consumption taken in rooms, extras taken at places of catering, airport taxes, transport of the Winning Participant and his companion from their place of residence to the airport and from the airport to their place of residence, insurance, visas, said additional costs remaining exclusively the responsibility of the Winning Participant and his companion.

The value of the prizes is determined at the time of drafting of the Rules and cannot be the subject of a dispute as to their valuation.

The Winning Participants undertake to accept the prizes as proposed without the possibility of exchange, especially for cash, other goods or services of any kind, or transfer of the profits to a third party. Likewise, these lots may not be the subject of compensation claims.

The Organizing Company reserves the right, in the event of the occurrence of an event beyond its control, especially linked to its suppliers or to unforeseeable circumstances, to replace the prizes announced with prizes of equivalent value. The Winning Participants will be kept informed of any changes and waive any claim in this regard in advance.

For all purposes, it is specified that the Organizing Company will not provide any service or guarantee related to the use of the prizes involved.

#### **ARTICLE 5 –DESIGNATION OF WINNING PARTICIPANTS**

Round 1: The 8 finalists will be selected by the Plan B Games team. The finalists must meet all the eligibility criteria. Please refer to article 2.

Round 2: The finalist obtaining the most votes from the public will win the final prize, the trip to Portugal.

#### **ARTICLE 6 –ANNOUNCEMENT OF WINNING PARTICIPANTS AND DELIVERY OF PRIZES**

The eight (8) Winning Participants of the first round will be informed of the Plan B Games selection, by email, on Monday August 30, 2021 or no later than Tuesday August 31, 2021. The Organizing Company will use the contact details previously communicated by the Winning Participants in their registration form and cannot be held responsible for any erroneous information communicated by the Winning Participant.

The Winning Participant of the second round will be notified of the result of the public vote, by email, on Monday, September 13, 2021 or no later than Tuesday, September 14, 2021 at 10 a.m. EST. To do this, the Organizing Company will use the contact details previously communicated by the Winning Participant in its registration form and cannot be held responsible for any erroneous information communicated by the Winning Participant.

Prize #1 of the Winning Participant will be valid for a departure, subject to availability, from Saturday January 15, 2022 until Saturday December 17, 2022. Departures can only be made on Saturdays.

The Winning Participants of prizes #2 will receive their prize by mail by December 31, 2021.

Any additional cost necessary for taking possession of the prizes is the sole responsibility of the Winning Participants without the latter being able to request any compensation from the Organizing Company, nor from the service providers or partners.

Any prize returned to the Organizing Company by post or by the service provider in charge of transport, for any reason whatsoever (for example: “no longer lives at the address indicated”) will be considered abandoned by the Winning Participant, without the Winning Participant being able to make any claim in this regard.

In the case where the Winning Participant does not wish or could not, for any reason whatsoever, take possession of or benefit from all or part of the prize won under the conditions described in these Rules, he will be considered as having waived the prize. full benefit of said prize and may not claim any compensation or consideration from the Organizing Company in this regard.

No message will be sent to Participants who have not won.

## **ARTICLE 7 -PARTICIPANTS 'ADVERTISING-IMAGE RIGHTS -PERSONALITY ATTRIBUTES**

By virtue of their participation in the Game alone, the Participants give the Organizing Company the authorization, without this authorization conferring on them any remuneration, right or advantage, other than the attribution of the prize won, to use their country, first and last names, and on the condition that they have communicated it within the framework of the Game, their image, under the following conditions:

- on any communication medium, printed, audiovisual, digital, electronic, existing (press, internet, posters, etc.), or to come,-
- in any format,
- in the whole world,
- for a period of 3 (three) years following the date of the end of the Contest Game,
- for any communication to the public, for the sole purpose of promoting the Organizer's brands and / or products and as part of any advertising-promotional action or event related to this Game.

If Participants object to the use of their name, first name, country, and image under the aforementioned conditions, they must make themselves known to the Organizing Company by sending an email to the following address: [info@planbgames.com](mailto:info@planbgames.com).

## **ARTICLE 8 -RESPONSABILITY**

The Organizing Company cannot be held responsible if, due to force majeure or any event beyond its control, the Game subject to the Rules should be canceled, extended, shortened, postponed or modified.

The responsibility of the Organizing Company can not be engaged in case of force majeure or fortuitous event beyond its control.

The Organizing Company cannot be held responsible for delays, losses, theft, damage to mail, lack of legibility of stamps due to the postal services. It cannot be held responsible either and no recourse can be taken against it in the event of the occurrence of events presenting the characteristics of force majeure (strikes, bad weather ...) partially or totally depriving the Participants of the possibility of participating to the Game and / or the Winning Participants from the benefit of their winnings. The Organizing Company cannot be held liable for a delay in the dispatch of the prizes and prizes when this delay is not attributable to it but is the fault of the service provider to which it resorts to carry out this dispatch. It cannot incur any contractual or legal liability for operations relating to the transport of the prizes and prizes awarded. The Organizing Company cannot be held responsible for any deterioration, theft or loss occurring during the transport and delivery of the package.

The Organizing Company declines all responsibility in the event of an incident and / or accident that may occur during the use or enjoyment of the prize won and / or due to its improper use by Winning Participants, at the expense of the Winning Participants to take responsibility for any corresponding insurance.

The Organizing Company, as well as its service providers and partners, cannot be held responsible for the loss or theft of the endowments by the beneficiaries once the Winning Participants have taken possession of them.



Please see our Privacy Policy and Terms and Conditions.

## **ARTICLE 9: FREE PARTICIPATION**

For information, the Participants using access providers integrating telephone and internet connections at a flat rate with regard to the current offers and services, participation in the Game is by nature free, the participants in the Game declaring that they already have the provision to their use.

## **ARTICLE 10 - INDUSTRIAL AND INTELLECTUAL PROPERTY**

### **10.1 Ownership of Participants**

The Participants transfer by the simple fact of their participation, and without this transfer conferring on them any right to any remuneration, or any advantage, on a non-exclusive basis, to the Organizing Company or to any third party which may be substituted for it, the rights of intellectual property associated with the Contribution, including the right to:

- reproduce, modify, adapt, digitize, duplicate, or record, by any technical process known or unknown to date, all or part of the Contribution, on any media known or unknown to date (in particular printed, audiovisual, digital, electronic), in all formats, using all framing ratios, without limiting the number of reproductions;
- represent, display, distribute and exploit the Contribution, by any means, and especially by online digital transmission, or by telecommunication, by any terminal, fixed or mobile, and by all communication methods, on all networks and/or current or future digital systems such as the Internet (including social networks and sharing sites), Intranets, Extranets, etc.

Given the interactive nature of the Internet, the Participant is informed that his Contribution may be presented in different contexts, associated with other works, be the subject of hypertext links, partial exploitation, and he declares that he accepts all of it.

This transfer is granted free of charge, without limitation on the number of performances, for the whole world, and for a period of 10(ten) years from the date of the first publication of the Contribution.

The Participant certifies in this regard that he has all the power to consent to this transfer and he guarantees to the Organizing Company, the peaceful use of the Contribution, especially against any eviction of third parties, of any nature whatsoever, for the use of the Contribution under the aforementioned conditions.

As such, each Participant must in particular have ensured that any person who participated directly or indirectly in the realization or who can claim any right whatsoever with regard to the Contribution and its exploitation, whether in particular in respect of rights intellectual property (copyright or neighboring rights, trademark rights, etc.) or personality rights (in particular image rights, right to respect for private life, etc.) cannot come and make claims for uses provided for herein. Particularly in the case of representations of minors within the Contribution, each Participant must have all parental authorizations or holders of the exercise of parental authority, if applicable, for each of said minors. In the event of inclusion in the Contribution of extracts from films, commercial music, television broadcasts, video music, works of graphic and plastic arts, photographs, or any other element subject to a right private: it is recalled that each Participant must have obtained the necessary authorizations and have fulfilled all obligations arising therefrom.

The Participant must (i) be the owner of all the rights to his Contribution in order to be able to offer them within the Game, (ii) where applicable, ensure that he holds all the rights and authorizations necessary for the dissemination of its Contribution under the conditions referred to above.

As such, the Participant guarantees the Organizing Company or any company replacing it, against any recourse exercised by third parties.

## **10.2 Property of the Organizing Company**

The reproduction, representation or use of all or part of the elements making up the Game, including the Regulations are strictly prohibited.

All brands, logos, texts, images, videos and other distinctive signs reproduced on any communication medium relating to the Game, [www.planbgames.com](http://www.planbgames.com) as well as on the sites to which the latter allows access via hypertext links, are the exclusive property of their owners and are protected as such by the provisions of the Intellectual Property Code for the whole world. Their unauthorized reproduction constitutes an infringement liable to criminal penalties.

Any unauthorized reproduction, in whole or in part, of these brands, logos and signs constitutes an infringement liable to criminal penalties.

## **ARTICLE 11—OBTAINING THE RULES**

The Rules are also available on the official Plan B Games website [[www.planbgames.com](http://www.planbgames.com)].

The Regulations can be sent free of charge (stamp refunded on request) to any person who makes a written request to the Organizing Company at the following address: 19 rue de la Coopérative, Rigaud, QC, J0P 1P0, Canada

## **ARTICLE 12—DECISIONS OF THE ORGANIZING COMPANY**

The Organizing Company reserves the right to modify the Rules at any time and to take any decisions that it may deem useful for the application and interpretation of the Rules. In particular, the duration of the Game may be extended, modified or shortened. The Organizing Company may inform the Participants thereof by any means of its choice. The Organizing Company also reserves the right to modify, extend, shorten, suspend, postpone or cancel the Game, or to modify the conditions of access and / or the operating methods, without notice.

The Organizing Company cannot be held liable for the foregoing and the Participants cannot therefore claim any compensation or indemnity of any kind whatsoever.

## **ARTICLE 13—USE OF PERSONAL DATA OF PARTICIPANTS**

The personal information requested on the entry form, such as first and last names, confirmation of being 18 or more and contact details, is collected by Plan B Games and used by Plan B Games for the purposes of the Contest, and will not be used for any other purpose without the express consent of the participant. By providing this information, participants consent to its use for the purposes indicated.



The personal data of the Participants will be recorded and used by the Organizing Company to memorize their participation in the Game and allow the allocation of prizes. The personal data of the Winning Participants will therefore be communicated to the service provider / technical partner of the Organizing Company for the sole purpose of delivering the prizes.

The Organizing Company keeps the personal data of the Participants only for the time necessary to accomplish the purposes described above, in accordance with applicable law. The personal data of the Participants are then archived for the period required by the legal provisions in force and for the management of any complaints and/or disputes. The personal data of the Participants will then be deleted or anonymized for statistical purposes.

#### **ARTICLE 14-FRAUD**

The Contest Organizers accept no responsibility for loss, damage or bodily injury of any kind, including without limitation: i) entries lost, stolen, delivered late, damaged, misdirected, destroyed, illegible or incomplete ; ii) loss, theft or loss of integrity of computer or telephone software or data, including breaches of privacy; iii) fraudulent calls; iv) the inability of any person to participate in the Contest for any reason whatsoever, including, but not limited to, postal or e-mail address errors, computer or telephone failures or any other communication problem. operation of online computer systems, servers, service providers, computer equipment or software; lost, late, incomplete, illegible or misdirected entries; bugs, service failures, hardware or software transmission failures or losses, transmission delays or compromises of transmitted data; congestion problems on the Internet or any other website, or any combination of the above factors; v) damage to any person's computer equipment, including damage resulting from the use or download of any content related to the Contest; vi) any delay or inability to act due to an event or situation beyond their control, including a strike, lockout or other labor dispute at their establishment or at the establishments of the organizations or companies whose services are used for the holding of the Competition; vii) loss, breakage or misdirection of prizes during delivery or (viii) loss, damage, defect or inability to use the prize once it has been awarded to the winner for any reason whatsoever.

#### **ARTICLE 15-LITIGATION AND COMPLAINTS**

In the event of a dispute as to the identity of an participant, the authorized account holder of the email account at the time the entry was submitted will be deemed to be the entrant. A selected participant may be required to provide proof of being the authorized account holder of the email account associated with the entry. All entries must be submitted from a valid email account that can be identified by a reverse domain name search. The time and date for sending an entry in the Contest, in order to establish the validity of this submission, will be determined solely by the Contest server.