

RÈGLEMENT | Instagram Contest

ARTICLE 1 – ORGANIZER AND DURATION OF THE CONTEST

St Barth Executive, SAS with a capital of €3,500,000, registered with the RCS of Basse-Terre under number 814 853 552, with its headquarters located at Rémy de Haenen Airport, 97133 Saint Barthelemy, hereinafter referred to as «the Organizer,» wishes to organize a contest on the social network Instagram, with the winner being selected by a random draw in accordance with the conditions defined below.

The contest will take place from Sunday, September 15, 2024, to Tuesday, October 15, 2024.

ARTICLE 2 – CONDITIONS OF PARTICIPATION IN THE CONTEST

2.1. The contest is free, with no obligation to purchase, and is open to any individual who is of legal age according to the rules of their country of residence, residing in France or abroad, regardless of nationality, excluding all individuals who participated in the creation/promotion of the contest and their family members (spouses, ascendants, descendants, siblings).

2.2. Participation in the contest implies the irrevocable and unreserved acceptance of the terms and conditions of these rules.

2.3. Participation in the contest is strictly personal and nominative. Only one prize will be awarded.

2.4. Failure to comply with the participation conditions outlined in these Rules will result in the participant's disqualification.

2.5 The contest is accessible 24/7 on the Instagram accounts of St Barth Executive (@stbarthexecutive) and Air Inter Iles (@airinteriles).

2.6 Access to the contest requires the use of a computer, smartphone, or tablet with internet access and at least the necessary technical and software specifications to access the Internet via a compatible browser on the participant's device.

ARTICLE 3 – CONTEST PRINCIPLE AND PARTICIPATION PROCEDURES

Participation in the contest implies full acceptance of these Rules.

This contest takes place exclusively on the social network Instagram, on the dates indicated in Article 1. Each participant must comply with the contest conditions outlined on the websites of St Barth Executive and Air Inter Iles to have a chance to win the prize.

French contest terms can be found on Air Inter Iles' website: <https://airinteriles.com/jeu-concours-instagram>

English contest terms can be found on St Barth Executive's website: <https://wwwstbarthexecutive.com/instagram-contest>

As a condition for receiving the prize, the winner authorizes the Organizer to use their name(s), first name(s), and possibly a photo in any promotional-publicity event, on the Organizer's website or social networks, without this use giving rise to any right to any compensation other than the prize won.

The promotion of this contest is in no way sponsored, supported, or managed by Instagram, nor is it associated with Instagram.

ARTICLE 4 – WINNER SELECTION

The Organizer will select the winner by random draw from all participants. The draw will take place on Wednesday, October 16, 2024.

ARTICLE 5 – PRIZES

A round-trip for 2 people on an Air Inter Iles flight operated by St Barth Executive, departing from Pointe-à-Pitre to St Barth, with a total value of €916. The flight dates will be chosen by the contest winner starting October 16, 2024, within a 6-month period from this date, excluding flights operated between December 20, 2024, and January 20, 2025.

The validity date for the prize is set for 6 months from the date of the draw.

ARTICLE 6 – PRIZE DISTRIBUTION AND PRIZE USAGE PROCEDURES

The Organizer will announce the winner's name in a story on its Instagram accounts on the date indicated in Article 4 and will contact the winner via private message on Instagram. The selected winner will be informed of the procedures to follow to claim the prize. No correspondence will be sent to non-winners; only the winner will be contacted. The winner must respond within 7 (seven) days of receiving the private message and provide their full name and contact information.

Failure to respond within the allocated time will result in the winner forfeiting the prize, with no entitlement to compensation or substitution of any kind. In this case, the prize will be awarded to an alternate designated during the relevant draw.

The winner must comply with these Rules. If it turns out that they do not meet the criteria of these Rules, the prize will not be awarded and will be retained by the Organizer. To this end, the participant authorizes all verifications concerning their identity, age, contact information, or honesty and sincerity of their participation. Any false declaration or indication of a false identity or postal address will result in the participant's immediate elimination and the retention of the prize by the Organizer. The prize must be used within the specified period and in accordance with the terms and conditions communicated to the winner. Additionally, if the Organizer is unable to award the prize to the winner, for whatever reason, the Organizer reserves the right to substitute a prize of equivalent value, which all participants agree to.

ARTICLE 7 – ORGANIZER'S LIABILITY

The Organizer cannot be held responsible for the inability to contact the winner, nor for any incompatibility in using the prize during the designated usage period as outlined in Article 5. The Organizer will not be held liable for any errors concerning the name, address, or contact details provided by the participant. Furthermore, the contest organizer disclaims any responsibility for any incidents that may occur during the enjoyment of the prize and/or its use and/or its consequences, particularly the use of the prize by a minor, which remains under the full and total responsibility of the person with parental authority.

ARTICLE 8 – ORGANIZER'S DECISIONS

The Organizer reserves the right, if necessary, to shorten, extend, modify, interrupt, postpone, or cancel the contest, without its liability being engaged. However, any modification will be the subject of an amendment that will be posted online on the website and sent free of charge to anyone who requests the rules in writing at the address provided in Article 1 of these Rules. The Organizer is not responsible for any malfunction preventing access to and/or the proper conduct of the contest, particularly due to external malicious acts. The use of robots or any other similar methods to mechanically or otherwise participate in the contest is prohibited, and violation of this rule will result in the definitive elimination of its perpetrator and/or user. The Organizer may cancel all or part of the contest if it appears that fraud has occurred in any form, including via computer, in the context of participation in the contest or the determination of winners. In such cases, the Organizer reserves the right not to award prizes to the fraudsters and/or to take legal action against the perpetrators of such frauds.

ARTICLE 9 – INSTAGRAM'S LIABILITY

The liability of the social network Instagram, owned by Meta, cannot be engaged in any way in connection with this contest.

ARTICLE 10 – PERSONAL DATA PROCESSING

The Organizer takes the necessary measures to ensure the protection and confidentiality of personal information it holds or processes in compliance with the provisions of the General Data Protection Regulation (GDPR).

The personal data of participants in the contest is not collected.

The personal data of the contest winner is collected when they are contacted by the Organizer for the purpose of managing the prize and its award. The data collected is kept for a period of 1 year. In accordance with the applicable European regulations, the contest winner may access the data concerning them or request its deletion. The winner also has the right to object, the right to rectify, and the right to limit the processing of their data.

To exercise these rights or for any questions regarding the processing of this data in the context of the contest, the winner may contact the Organizer by email: contact@stbarthexecutive.com.

ARTICLE 11 – APPLICABLE LAW – DISPUTES

These rules are governed by French law.

To be taken into account, any claims regarding the contest must be made in writing to the following address:

ST BARTH EXECUTIVE
Aéroport Rémy de Haenen – 97133 SAINT BARTHELEMY

and no later than ninety (90) days after the contest participation deadline as indicated in these Rules. In the event of a persistent disagreement regarding the application or interpretation of these Rules, and failing an amicable agreement, any dispute will be submitted to the competent court, according to the legal rules of territorial or subject-matter jurisdiction.