



CONTEST RULES "Win the Tahitian Black Pearl"

Art. 1: ORGANIZER

Tahiti Nui Travel, a *société anonyme* with capital of FCFP 150,000,000 headquartered at Immeuble Ateivi, rue Mgr Tepano Jaussen, BP 718 – 98713 Papeete – Tahiti – French Polynesia, registered with the Papeete Companies and Trade Register under number 621B – No. Tahiti 038 281 001, hereinafter referred to as the "Organizer," is conducting a free, online contest with no purchase necessary. The contest begins on March 17, 2010 and ends on May 20, 2010 at midnight.

Art. 2: ELIGIBILITY

This contest is open to individuals over the age of 18, regardless of nationality.

Individuals who do not meet the above requirements, as well as corporate officers and staff members (managers, employees, board members and associates, either permanent or temporary, and whether on the payroll or on a contract basis) of the Organizer or of any company the Organizer controls, is controlled by, or is under joint control with, are not eligible to participate.

Only one entry is permitted per person (same name, same e-mail address) throughout the contest period. However, viral rules allow the same participant to earn points by sponsoring other people to enter the contest.

Participation is strictly by name and under no circumstances may a player enter the contest under several pseudonyms or on behalf of another participant.

The Organizer reserves the right to request any participant to provide proof in support of these conditions. Any person who fails to fulfill these conditions or refuses to provide proof thereof shall be excluded from the contest and, in the case of a win, shall not be eligible to claim the prize.

Entering the contest requires Internet access and a valid e-mail address. The winner will be contacted via e-mail. Entries to the contest may only be made at the contest's official web site: <http://www.yestahiti.com>.

Links to the contest may exist on other sites, such as Facebook, and on the sites of the Organizer's partner companies.

Art. 3: CONTEST TERMS AND CONDITIONS

Each participant declares that they have read the contest's full rules and conditions.

Subscribing to the game gives each participant an opportunity to win the prize offered. Participants can earn points (increase their chances of winning) through the social network Facebook. The contest may be shared through Facebook by using the functions "Invite my friends" and "Post a message" on the tab "2- PLAY" of the Fan Club "Wanna have a break in Bora Bora", for English-speaking participants, or on the tab "2- JOUER" of the Fan Club "Et si on partait à Tahiti" for the French-speaking participants.

To participate in the contest, Internet users must subscribe to the form on www.yestahiti.com identifying themselves (name, surname, country, email).

Players have no points unless they have "Become a Fan" of the Facebook Fan Club "Wanna have a Break in Bora Bora", for English-speaking participants or to the Fan Club "Et si on partait à Tahiti..." for the French-speaking participants.



To earn points, participants may tell their acquaintances about the contest and suggest that they participate (known as “sharing”). For this, the participant must use the contest’s share features on the contest’s web pages.

In order to enable the prize offer, fan pages has to reach :

- Et si on partait à Tahiti : 70 000 fans
- Wanna have a break in Bora Bora : 20 000 fans

If these threshold are not achieved by May, 20th 2010, the prize will not be delivered.

If these threshold are achieved, the prize’s winner will be the participant who will have sponsored the highest number of friends and whose registration form has been correctly completed.

In the event that the initial winner forfeits his or her win or does not have a valid e-mail address, the winner will be the second best score.

In case of several ex aequo scores, the winner will be determined in a random drawing among the ex aequo participants.

More drawing lots will then be made, under the same conditions as the drawing of the first winner, to determine additional persons in the event that the initial winner forfeits his or her win or does not have a valid e-mail address.

The winner’s name will be available free of charge from the Organizer at the conclusion of the contest.

It is understood that a participant is defined as a single individual: the use of different e-mail addresses for the same participant will be considered an attempt to commit fraud and will result in the disqualification of that participant.

Art. 4: HOW TO ENTER

Participants must “Become a fan” and complete the form supplying their last name, first name and e-mail address. Participants must indicate they accept the contest rules by checking the appropriate box.

Any incomplete or incomprehensible forms will not be taken into account and will result in the entry being declared invalid.

Participation in the contest is by electronic means only via the contest’s official web site addresses listed in Article 2 above. Consequently, any submissions by telephone, fax, mail or e-mail will not be considered.

Art. 5: PRIZE

The contest awards one prize.

Contest Prize: 1 Tahitian Black Pearl necklace offered by Tahiti Pearl Market

Value : \$7598

The value of the prize is determined at the time these rules were written and its valuation shall not be disputed. Under no circumstances may this prize be exchanged for cash or substituted for an alternate prize.

No document or photograph relating to the prize and the contest is contractual. The Organizer reserves the right to substitute, at any time, the prize advertised with a prize of equal value or similar in nature.



The official rules pertaining to this prize and associated benefits will be communicated to the winner by the Organizer or one of its partners. If a winner requires additional services not included in the description of the prize, these will be at his or her own personal expense.

The prize is non-transferable; it therefore cannot be awarded to anyone other than the person selected in the drawing.

The winner will be notified of his or her win electronically by the Organizer at the e-mail address indicated on the contest participation form. The winner will have 15 days from receipt of that e-mail to accept the prize and confirm his or her full mailing address.

The Organizer shall not be held liable in the event that the e-mail announcing the win is not delivered due to an error in the e-mail address listed by the participant on the contest entry form, or due to any fault on the part of the service provider, to a malfunction of the Internet network or to any other circumstances.

Any winner who has not responded within 15 days will be considered to have purely and simply forfeited the prize. The Organizer shall not be responsible for carrying out additional research to find the winner and the latter shall not be awarded the prize or be able to claim any consideration or compensation. In such circumstances, the prize shall be awarded to the next winner on the list in the same way and under the same conditions, and under no circumstances may the prize be claimed at a later date.

The Organizer shall not be held liable for any delays and/or losses in the delivery of the prize caused by postal services or other carriers, or for the total or partial destruction of the prize as a result of such delivery means or the non-operation of these services, or any other reason.

Art. 6: REIMBURSEMENT OF PARTICIPATION COSTS

Requests for reimbursement of connection costs, limited to one claim per participant (same name and same e-mail address) for the contest period, and the stamp used for this request (refund based on the lowest applicable rate for one stamp per envelope), must be sent in writing to the Organizer's mailing address.

Reimbursement of connection costs is based on a three-minute connection at the peak rate of \$0.30 per minute, i.e. \$0.89 tax-inclusive, or the off-peak rate of \$0.16 per minute, i.e. \$0.49 tax-inclusive. This amount corresponds to a three-minute local telephone connection, more than the time necessary to register, print out the general rules, read the contest terms and conditions, and participate in the contest.

Refund requests must be made in writing and mailed to the contest mailing address, and include the following:

- photocopy of proof of identity;
- photocopy of the itemized bill from the telephone operator showing the date, time and length of the connection;
- full bank or post office account details.

Photocopies will be reimbursed on request. Such requests should be included with the connection cost refund request, and will be reimbursed at a rate of \$0.07 per photocopy.



No refund requests will be taken into account if they are submitted more than 30 days after the contest's closing date.

Subscriptions to Internet service providers as well as computer hardware (computer, modem, cables, etc.) are not reimbursed in as much as participants in the contest declare they already have access to such facilities.

Participants connecting via Internet service providers that offer free or pre-paid Internet connection may not request reimbursement of Internet access for the purposes of this contest since their subscription to the services of the Internet service provider is, in such cases, contracted by the Internet user for general Internet use and connecting to the contest site to participate in the contest incurs no additional expense for such user.

Refunds will be made in the first two weeks of the month following the month in which the request was received.

Art. 7: DATA PROTECTION

In accordance with the French Data Protection Act 78-17 of January 6, 1978 pertaining to data processing, data files and individual liberties, players registered for the contest have the right to refute (Art. 26), access (Art. 34-38), correct or remove (Art. 36) any personal data concerning them. This right may be exercised by writing to the Organizer.

The Organizer is registered with the CNIL (French Data Protection Authority) under entry number 1295904.

Art. 8: CORRESPONDENCE

Any correspondence deemed defective (incomplete, illegible, insufficiently stamped, sent by recorded delivery) will not be taken into account. The Organizer shall not respond to any request (written, by telephone or verbal) regarding the interpretation or application of the rules regarding the terms and conditions of the contest and how it is played.

Art. 9: DISCLAIMER

The Organizer shall not be held liable if, due to a force majeure or events either beyond its control or justified by necessity, it has to cancel, curtail, extend or defer the contest or modify the terms and conditions thereof, and accordingly, participants may not claim any compensation whatsoever. In all circumstances the Organizer reserves the right to extend the participation period. The Organizer accepts no responsibility in the event that, through no fault of its own, the site is unavailable during the contest period or that data sent by participants is destroyed. The Organizer accepts no responsibility for problems associated with the use of the computer, Internet access, telephone line or any other technical problem during or after connection to the Organizer's web site.

The Organizer is not responsible for errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication breakdowns, theft, destruction, unauthorized access or changes to registration. Participating in this contest implies knowing and accepting the features and limitations of the Internet, particularly with regard to technical performance, the time required to consult, query and transmit information, the risk of interruption and, more generally, the risks inherent in any Internet connection and transmission, the lack of protection against certain data being potentially rerouted, the risk of infection by potential viruses circulating on the network, or the hacking of a third party into contest participants' servers.



It is hereby specified that the Organizer shall not be liable for any direct or indirect damage as a result of interruption to the contest or the contest's technical failure (of any kind), suspension or end for any reason whatsoever, or for any direct or indirect damage that might result in any way from connection to the site. It is up to each player to take all appropriate measures to protect their own data and/or software stored on their computer equipment against any attack originating externally. Any person connecting to the site and any player participating in the contest does so entirely at their own risk.

Any participant providing false statements will be eliminated from the contest and will not be entered into the draw in which they could potentially be the winner, such circumstances incurring no liability whatsoever on the part of the Organizer.

Any form on which the contact information of the participant is illegible, incorrect or incomplete will be considered invalid.

Any attempt at multiple entries by an individual or persons from the same household using different e-mail addresses, or any other type of fraudulent behavior will result in the disqualification of all identified participants and the immediate cancellation of any potential winnings from the contest.

Any participant who attempts to interfere with the smooth running of the contest, either by human means or by the use of robotics, shall be immediately disqualified and their participation cancelled.

The Organizer shall not be held liable for any malfunction of the Internet network, particularly as a result of external malevolent acts, which would prevent the smooth running of the contest. The Organizer shall moreover not be held liable in the event that one or more participants are unable to access the contest site or enter the contest because of a technical problem or fault related in particular to network congestion.

The use of robots or any other similar process enabling a player to participate in the contest via mechanical or other means is prohibited. Violation of this rule will result in the disqualification of the programmer and/or user.

The Organizer may cancel all or part of the contest if fraud appears to have been committed in any form whatsoever, particularly through software programs relating to participation in the contest and/or determination of the winner. In the event of fraud or any attempt at fraud in any form whatsoever, the Organizer reserves the right not to award a prize to the fraudsters and/or to launch legal proceedings against the persons who have committed or attempted to commit such fraud. The Organizer shall nevertheless incur no liability whatsoever with respect to players as a result of any fraud committed.

Under no circumstances shall the Organizer incur any liability in respect of the prize awarded to the contest winner, whether it be the quality of the prize compared to that advertised or expected by participants, or potential damages of any kind incurred by participants as a result of the prize, whether such damages be directly or indirectly attributable thereto.

Article 10: Agreement of proof

Except in cases of manifest error, it is agreed that the Organizer may, primarily for the purposes of proof of any act, fact or omission, make use of programs, data, files, recordings, operations and other elements (such as monitoring reports or other reports) of a computerized or electronic nature, format or medium, produced, received or stored directly or indirectly by the Organizer, particularly in its information systems.

Participants shall not contest the admissibility, validity or evidential value of elements of a computerized or electronic nature, format or medium, based on legal provision of any kind, which may specify that certain documents must be written or signed by the parties in order to constitute proof.



Accordingly, the elements in question shall constitute proof and, if produced as means of proof by the Organizer in any litigation or other procedure, shall be admissible, valid and refutable between the parties in the same way, under the same conditions and with the same evidential value as any document produced, received or stored in writing.

Art 11 : REGISTRATION AND ACCEPTANCE OF THE RULES

Participating in this contest implies full acceptance of these rules and the decision of the Organizer in respect of any dispute that may arise concerning their interpretation and application. The rules are registered with Attorney Jean-Pierre Elie, Bailiff, at BP 62755 – 98703 FAA'A, Tahiti. The rules are available on the site hosting the contest.

The contest rules can be sent to anyone free of charge upon request to the Organizer. The stamp will be reimbursed based on the lowest applicable "letter" rate by including such request with the request for the rules. Refunds will be limited to one request per participant (same name, same address) and one stamp per envelope for the contest period.

Art. 12: AMENDMENTS TO THE RULES

The Organizer reserves the right to amend all or part of these rules with five calendar days' notice. Amendments to these rules will be registered with Papeete bailiff Attorney Jean-Pierre Elie, BP 62755 – 98703 FAA'A.

Art. 13: EXCLUSION

The Organizer may cancel the participation of any player who has not adhered to these rules. Such cancellation may take place at any time and without notice. The Organizer furthermore reserves the right to remove any entry form that demonstrates manifest errors with respect to a player's identity. Such removal may take place at any time and without notice.

Art. 14: INDUSTRIAL AND INTELLECTUAL RESPONSIBILITY

The reproduction, representation or use of all or some of the elements comprising the contest are strictly prohibited. All trademarks or product names quoted are trademarks or product names registered by their respective owners.

Art. 15: DISPUTES

Should one or more provisions of these rules be declared invalid or inapplicable, the other clauses shall retain their power and scope.

Any circumstances not provided for by the rules shall be settled by the Organizer whose decision shall be final. These rules are subject to French law. Any dispute arising from this contest shall be settled amicably wherever possible. Failing agreement, the dispute shall be submitted to the competent jurisdiction of the Organizer's registered office, unless contrary to the provisions of French law. No dispute shall be admissible more than two months after the contest's closing date.