

THE LUX COLLECTIVE

TERMS AND CONDITIONS

STAY FOR FREE AT LUX* SOUTH ARI ATOLL – REFUND RAFFLE

1. Presentation of the Organizing Company

The Lux Collective Ltd, a company incorporated under the laws of Mauritius, with its registered address at Pierre Simonet Street, Floréal, Mauritius and registered at the Registrar of Companies under the number 106691, will be referred to as the “Organizer”.

The Lux Collective is a member of the Lux Island Resorts Group which has established a chain of luxury hotels in Mauritius, Reunion Island and Maldives, and which operates under the trademark Lux Resorts.

The “Organizer”, is organizing a free prize draw promotion with no obligation to buy, called “**Refund Raffle**”, hereinafter referred to as the “Competition”.

2. Dates and availability

The Competition called “Refund Raffle” will begin the 15/08/2020 at 00.01 a.m. (GMT +5) and will end the 031/08/2020 at 11.59 p.m. (GMT+5). The Competition may be interrupted or extended by the Organizer before the above mentioned deadline. Anyone who wishes can participate by booking their stay at LUX* South Ari Atoll. Participants shall be informed of any extension or interruption of the Competition through an email.

3. Participants

Anyone who participates in the Competition will be hereinafter referred to as the “Participant”. This is a free entry game open to anyone above the age of thirteen except:
- Employees of The Lux Collective cannot participate to this Competition.

Any Participant under 18 years of age must be granted permission from a parent or guardian to enter the draw and to agree to the terms and conditions. The Organizer reserves the right to ask participants to obey these regulations and to exclude any participant or winner who does not abide by these terms.

The Organiser reserves the right to make all necessary checks regarding the identity and addresses of participants. Any participation on paper or any other form of entrance other than that stated by the Organiser will be excluded

4. Registration and principle of the game

To enter the competition, the Participant must book a stay of any length at LUX* South Ari Atoll and pay a minimum of 30% deposit of the full amount. The booking may be confirmed with a Travel Agent, on www.luxresorts.com or via stay@luxmaldivesresort.com . Once a booking confirmation is extended to the Participant, the Participant is participating in the Competition.

5. Description of the prize

- A full refund of the expenses paid upfront by the Participant. The refund is valid only for the set amount the Participant has transferred to the Resort. No additional cash will be transferred to the winning Participant.
- The booked stay will be offered as per the initial booking at no cost including and limited to only accommodation, meal plans and domestic transfers of choice for the winning Participant and up to three (3) accompanying guest travelling together within the same booking.
- Two Collectable Experiences of choice will be offered to the winning Participant and up to three (3) accompanying guest travelling together within the same booking.
- A 60-minute massage will be extended to the winning Participant and up to three (3) accompanying guest travelling together within the same booking.
- A Sunset Cruise will be extended to the winning Participant and up to three (3) accompanying guest travelling together within the same booking.
- The prize is limited to only the winning participant and up to three (3) accompanying guest travelling together within the same booking.

The conditions attached to the prize offered by The Lux Collective are as follows:

- The “prize” is not transferable nor exchangeable and cannot be resold
- All extras must be settled by guests directly
- No compensation will be paid to the winner if they do not claim their “prize”
- Photos and illustrations of the “prize” are non-contractual.

This prize cannot be combined with any other bookings or guests travelling together outside the initial booking made by the winning Participant.

6. Method of allocation of the prize

At the end of the period of the game, on 1 September 2020, the complete list of participants will be extracted from the booking system of the resort and placed into a numbered list in an excel sheet. A lucky draw will be made to define the winner by Google’s random number generator. The number will be matched with the excel sheet to determine who the lucky winner/booking is. The winner will therefore be chosen fully at random. On 6 September 2020, the winning Participant will be presented on www.instagram.com/luxsouthari as well as notified via the email address provided at the point of booking.

The Organiser cannot be held responsible if a winner is unreachable. In that particular case, it is not the “Organiser’s” responsibility to retrace the winner who will not, as a result, benefit from the prize or any sort of compensation or indemnity.

7. General information

7.1 All participants authorize the Organiser to conduct any verification of identity, address and date of birth. Any misrepresentation of identity or false address causes immediate elimination of the Participants and, if need be, the cancellation of any prize/reimbursement already dispatched. The organizer reserves the right to publish on- and off-line the names of winners as well as the list of prizes won, without any rights being conferred on the winners other than the award of the prizes. The winner hereby acknowledges that his/her participation to the competition is expressly subject to his/her acceptance that his/her identity is published. The winner also states that he/she is clearly aware that no consideration of any nature whatsoever shall be granted to the winner for the publication of his/her identity, as well as the use of his/her photo for promotion purposes.

7.2. By their participation to the Competition, the participants hereby agree that:

- They automatically accept that their personal data be used in relation to the competition organized by The Lux Collective.
- Should the winner decide to stick to the original prize, he winner undertakes to make all necessary arrangements to be fully available on the dates mentioned in article 5. The winner expressly acknowledges that the said dates cannot be modified; as a result of which any non-availability shall be considered as a waiver of the prize, and no compensation will be paid, as stipulated in article 5.
- They automatically accept that, provided they win, all content created while the duration of the prize stay, the content they share as winners can be used by the Organizer with no consideration of any nature whatsoever granted for the publication of his/her identity, as well as the use of his/her photo for promotion purposes.
- They automatically accept to participate in all activities organized as part of the prize stay.
- They also accept that The Lux Collective keeps their personal data in order to send them any future information and/or any commercial offer in relation to the Group. Should they wish to refuse that their personal data be used to send any future information and/or any commercial offer in relation to the Group, they shall notify the Organizer on the following address: communications@theluxcollective.com

7.3 The Organizer cannot be held responsible in case of force majeure or events outside its control if it is obliged to cancel, shorten, extend, defer or amend the conditions of participation (modification of access to the Competition from the moment it starts or while it lasts) and the operating mode of the actual "Competition". The Organizer is not responsible for any technical problems, malfunction of the Internet and telephone lines, power failure or server problem.

7.4 Participation to the game implies express acceptance of this regulation. Non-compliance with this regulation and any fraud or attempted fraud, committed to improperly collect a prize or any malicious intent to disrupt the progress of the Competition, may give rise to elimination of fraudulent participants. The Organizer reserves the right to prosecute perpetrators of these frauds.

7.5 The Organizer reserves the right to modify the regulations of the Competition at any time. Participation to the game implies express acceptance of any modifications as from the date of their implementation. In such case, the organizer undertakes to notify such notification through an email.

7.6 The Organizer agrees to respect all personal data regarding the participants in accordance with the provisions of the Data Protection Act in force in Mauritius. The participants have the right to access, amend and delete data concerning them. They can exercise this right by sending a mail stating their family name, surname and e-mail address on the following address: communications@theluxcollective.com

7.7 Any dispute or claim related to the Competition will not be considered after the 31/08/2020. Any disputes should be sent to the Organizer.

7.8 The reproduction or exploitation of part of or all of the elements constituting the Competition “**Refund Raffle**” is strictly prohibited. It is also strictly prohibited, by any means, to modify or attempt to modify any features of the Competition, in order to modify results.

7.9 The annulment of a clause of the actual regulation does not affect the validity of any other clauses.