



# Competition rules 2023

## Autofestival

### Preamble

Banque Internationale à Luxembourg SA (public limited company), with its registered office at 69 route d'Esch, L-2953 Luxembourg, and entered in the Luxembourg Trade and Companies Register under number B-6307, hereinafter referred to as the "Organising Company", has organised a competition called the "2023 Autofestival".

This competition, hereinafter referred to as the "Competition", shall run from 20 January to 31 March 2023 inclusive. It offers participants the chance to win the first year of a personal loan used to finance the purchase of their vehicle (car or other means of transport). This document contains the rules of the Competition (hereinafter referred to as the "Rules"). The Rules may be supplemented and/or amended at any time during the Competition by any additional clause that shall enter into effect merely by virtue of its publication online by the Organising Company.

Participants who enter the Competition shall be deemed to have read, understood and accepted the Rules in their entirety, particularly the article relating to personal data.

### Article 1: Entry requirements

#### 1.1.

Anyone may enter the Competition who:

- (i) is a natural person over the age of eighteen;
- (ii) is a customer of the Organising Company;
- (iii) has been granted a personal loan by the Organising Company to finance a vehicle, on the basis

of an application dated between 20 January and 31 March 2023 inclusive.

The Organising Company shall verify that these criteria are met, within the means at its disposal.

#### 1.2.

Employees of the Organising Company and its subsidiaries, and any natural person or legal entity that has been or is involved in the organisation of the Competition, including any close family member of these persons (e.g. spouse, partner, child, sibling or parent), are prohibited from entering the Competition.

## Article 2: Participation

### 2.1.

Entry to the Competition is open to anyone who meets all of the conditions listed in Article 1.1 above, excluding individuals referred to in Article 1.2.

Any person who meets the conditions of entry mentioned in Article 1.1 is automatically entered in the draw. Anyone not wishing to enter the Competition may inform the Organising Company by emailing [concours@bil.com](mailto:concours@bil.com) or by sending a letter to Banque Internationale à Luxembourg – Marketing – 69 route d'Esch L-2953 Luxembourg.

### 2.2.

All participants undertake to enter the Competition in compliance with the Rules. Any non-compliance with the Rules, and in particular any fraud, misuse or cheating, may result in exclusion from the Competition by decision of the Organising Company. In addition, in the event of misuse or cheating by one or more participants, the Organising Company reserves the right to alter or discontinue the Competition without notice, particularly if the integrity of the Competition is undermined.

## Article 3: The prize, winner selection and prize award

### 3.1. *The prize*

The prize is the free first year of a personal loan taken out to purchase a vehicle (in accordance with Article 1.1 (iii) above) up to a maximum of EUR 10,000 inclusive of VAT. Amounts exceeding EUR 10,000 inclusive of VAT must still be repaid by the winning participant. The prize shall consist exclusively of the free first year of a personal loan taken out in accordance with Article 1.1 (iii) above, and includes no other discount or transfer of money. For any personal loan below EUR 10,000 inclusive of VAT, the amount waived shall be limited to the first year of the personal loan.

Participants may not claim any compensation or consideration whatsoever in the event of cancellation of the Competition. The prize offered shall not give rise to any dispute of any kind or exchange or replacement for any reason whatsoever by the Organising Company. If the circumstances so require, the Organising Company reserves the right to replace the prize with other gifts of equivalent value.

### 3.2. *Selecting the winner*

The draw shall be held in April 2023 when a name shall be drawn from the list of participants who met the conditions set out in Article 2.1 above.

The winner shall be notified by telephone, email or post. If the winner does not claim the prize within five (5) business days of notification, a second prize draw shall be held to select a new winner.

## Article 4: Changes to/Cancellation of the Competition

### 4.1.

The Organising Company reserves the right to curtail, extend, amend or cancel the Competition if a case of force majeure prevents the Competition from going ahead in accordance with the Rules, and in particular in the event of an internet connection malfunction (due to a virus or any other reason) or any other problem linked to networks, resources, (tele)communication services, computers (online or offline), servers, internet access and/or hosting providers, IT hardware or software, databases and data. If these Rules are amended as provided for above, continued participation in the Competition by registered participants shall be tantamount to acceptance of the changes made, each participant having the option to withdraw from the Competition at any time by contacting the Organising Company.

### 4.2.

If the terms and conditions of the Competition are amended, or the duration of the Competition is cancelled, interrupted or shortened, the Organising Company may not be held liable and the participants shall not be entitled to claim any damages, a condition which they accept. If these Rules are altered, the version available and published on the [www.bil.com](http://www.bil.com) website shall be legally binding.

### 4.3.

Lastly, each participant shall accept that the Organising Company may terminate or make changes to the Competition at any time if it observes significant instances of misuse or cheating, upon entry to or during the course of the Competition. Participants shall be notified of any cancellation of or changes to the Competition by email, telephone or notice published on the Organising Company's website.

## Article 5: Exemption and limitation of liability

The Organising Company shall not be held liable for any losses incurred directly or indirectly, regardless of their cause, origin, nature or consequences, even where it has been informed of the potential for such losses as a consequence of:

- (i) a malfunction of the internet connection or computer equipment, including platforms and applications (hardware and/or software and/or databases and/or data) of a participant or any person or company involved in the organisation of the Competition or, more generally, any other problem linked to networks, telecommunications media and services, computers (online or offline), servers, internet access and/or web hosting providers, software, databases and data of any kind;
- (ii) inaccurate information provided by participants that it could not reasonably be expected to identify as being in breach of these Rules in light of the information and resources at its disposal.

The Organising Company accepts no liability for losses incurred due to events beyond its control.

## Article 6: Participation costs

Competition entry is free of charge.

## Article 7: Disputes

In the event of a dispute or claim concerning the Competition for any reason whatsoever, all claims must be made in writing for the attention of the Organising Company at the address set out in the Preamble, while the Competition is underway or within thirty (30) days of the winner being announced.

In the event of a dispute or claim concerning the prize awarded, all claims must be made in writing for the attention of the Organising Company at the address stated in the Introduction within seven (7) days of receipt of notification of the prize.

The Rules are subject to Luxembourg law. Any dispute shall fall within the exclusive jurisdiction of the Luxembourg courts.

## Article 8: Personal data

The Organising Company processes personal data required for the Competition in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation).

Participants should note that the Organising Company has collected personal data needed to appropriately run the Competition (first name, surname, email address, address for service), respecting the general terms and conditions of the banking relationship between participants and the Organising Company.

As such, participants have the right to access, correct and delete their personal data collected for the purpose of this Competition. They also have the right to limit the processing of their personal data, as well as the right to data portability. Personal data are not disclosed to third parties, i.e. legal entities other than Banque Internationale à Luxembourg SA. Personal data are secured and held for a maximum of two (2) months strictly for the purpose for which they were collected. Participants may exercise their rights in this regard by completing an exercise of rights form, available on the website of the Organising Company. Participants may also make direct contact with their Relationship Manager, who shall guide them through the procedure.

## Article 9: Agreement on electronic evidence

The Organising Company may rely in particular on any act, fact or omission, or any programme, data, files, recordings, operations or other elements of a computerised or electronic format or media prepared, received



or stored directly or indirectly by the Organising Company or the participants as evidence, except in the case of manifest abuse or error. Participants shall not dispute the admissibility, validity or probative value of the above elements in a computerised or electronic format or media, on the grounds of any legal provisions whatsoever, and which might stipulate that certain documents must be in writing or signed by the parties in order to constitute evidence. Consequently, the elements considered shall constitute evidence and, if they are produced as evidence by the Organising Company in any legal or other proceedings, shall be admissible, valid and enforceable between parties as such, under the same conditions and with the same probative force as any document prepared, received or recorded in writing.

## Article 10: Accessing the Rules

These Rules are available and published on [www.bil.com](http://www.bil.com).