



2018 AutoFestival Contest Rules

Introduction

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 contest called "**AutoFestival 2018**".

This free contest, with no obligation to buy, hereinafter referred to as the "Contest", shall run from 27 January to 31 March 2018. It offers participants the chance to win forgiveness 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 Contest (hereinafter referred to as the "Rules"). The Rules may be supplemented and/or amended at any time during the Contest by any additional clause that shall enter into effect merely by virtue of its publication online by the Organising Company.

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

Article 1: Entry requirements

1.1.

Anyone may enter the Contest who:

- (i) is a client of the Organising Company
- (ii) is a natural person who is a legal adult
- (iii) has been granted a personal loan by the Organising Company to finance a vehicle, on the basis of an application dated between 27 January to 31 March 2018

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 Contest, including any close family member of these persons (e.g. spouse, partner, child, sibling or parent) are prohibited from entering the Contest.

Article 2: Entry in the Contest

2.1.

The Contest is open to any person who may access the Contest in accordance with the provisions of article 1 above, excluding any person referred to in article 1.2.

Any person who meets the conditions of article 1.1 is automatically entered in the prize draw.

Anyone not wishing to enter the Contest may inform the bank by writing to: Banque Internationale à Luxembourg – Marketing – 69 route d'Esch L-2953 Luxembourg.

2.2.

All Participants undertake to enter the Contest in compliance with the Rules. Any breach of the Rules, and in particular any fraud, misuse or cheating, may result in participants being excluded from the Contest 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 halt the Contest without notice, particularly if the integrity of the Contest is undermined.

Article 3: The prize, selecting the winner and awarding the prize

3.1. The prize

The prize is the (complete or partial) forgiveness of the personal loan taken out to purchase a vehicle (in accordance with article 1.1 iii above) up to the limit of EUR 25,000.00 inclusive of tax. Any loan amount exceeding EUR 25,000.00 inclusive of tax must still be repaid by the winning Participant. The prize shall consist exclusively of forgiveness of the 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 25,000 inclusive of tax, the amount forgiven will be reduced to the amount of that personal loan.

If the Contest is cancelled, participants may claim no compensation or damages whatsoever. The prize on offer shall not give rise to disputes of any kind concerning its exchange or substitution by the Organising Company, for any reason whatsoever. In necessary, the Organising Company reserves the right to substitute gifts of equivalent value for the prize.

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3.2. *Selecting the winner*

A prize draw will be held in April at which a name will be drawn from among the clients participating in accordance with article 2.1 above.

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

Article 4: Altering or halting the Contest

4.1.

The Organising Company reserves the right to curtail, extend, alter or cancel the Contest if a case of force majeure makes it impossible to continue the Contest in accordance with the Rules, and in particular in the event of technical difficulties with the internet network (whether because of a virus or for any other reason) or any other problem with the networks, (tele)communications media and services, computers (online or offline), servers, internet access and/or web hosts, IT hardware or software, databases or data. If these Rules are amended as provided for above, continued participation in the Contest by registered Participants shall be tantamount to acceptance of the amendments made, each Participant having the option to withdraw from the Contest by contacting the Organising Company.

4.2.

If the terms and conditions of the Contest are altered, or the Contest is cancelled, interrupted or curtailed, Participants accept that the Organising Company cannot be held liable and that Participants shall not be entitled to claim any damages. If these Rules are altered, the version available and published on www.bil.com shall be legally binding.

4.3.

Lastly, each Participant shall accept that the Organising Company may terminate or alter the Contest at any time if it observes considerable misuse and cheating, whether within Contest registration or during its course. Participants will be notified of any cancellation or alteration of the Contest by telephone, email or post, or such notice will be published 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 network 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 Contest or, more generally, any other problem linked to networks, telecommunications media and services, computers (online or offline), servers, internet access and/or web hosts, software, databases and data of any kind;

(ii) the veracity of information provided by Participants that it could not be reasonably 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: Entrance fees

The Contest is free, with no obligation to buy.

Article 7: Disputes

In the event of a dispute or claim concerning the Contest for any reason whatsoever, all claims must be posted in writing for the attention of the Organising Company to the address stated in the Introduction, and while the Contest is under way, or no more than thirty (30) days of announcing the winner.

In the event of a dispute or claim concerning the prize awarded, all claims must be posted in writing for the attention of the Organising Company to the address stated in the Introduction within seven (7) days of receiving notice of the award.

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

Article 8: Personal data

The Organising Company meets its obligations within the meaning of the Law of 2 August 2002, as amended, on the protection of individuals with regard to the processing of personal data. Participants should note that the Organising Company has collected personal details needed to appropriately run the Contest, 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 details collected for the purpose of this Contest. Personal details are not disclosed to third parties, i.e. legal entities other than Banque

Internationale à Luxembourg SA and its subsidiaries or branches, and other affiliated companies. Personal details are secured, are not kept beyond the legal holding periods, and are kept strictly for the purpose for which they were collected. Participants may exercise their rights in this regard by sending an email to contact@bil.com or a letter to the Organising Company's registered office. Participants may also make direct contact with their relationship manager, who will guide them through the procedure.

Participants authorise the Organising Company to use, reproduce and publish the static images and/or video sequences it has received from Participants or takes of Participants when the Contest prize is awarded, either wholly or in part; and to integrate these with other static, animated, altered or digitally edited images for publication on any paper, textile, plastic or other medium; and to stream these on any digital video medium and integrate them in any electronic medium, including the internet, as well as the intranet of the Organising Company, within three months of awarding the Contest prize.

This authorisation shall apply to any of the Organising Company's internal and external communications, particularly its internal press, any company brochure or annual report, and the websites and Facebook pages of the Organising Company, excluding any commercial use or use in advertising. Participants expressly waive the right to remuneration of any kind concerning the use of images as described in this authorisation. They understand and accept that this authorisation in no way obligates the Organising Company to use the images. This authorisation may only be withdrawn by sending a registered letter with confirmation of receipt to the Organising Company's marketing department. In any event, withdrawal of the authorisation shall take effect no sooner than two (2) months following receipt of such a letter. Such withdrawal shall not affect the use of images on existing media or those in the process of being produced on the date of receipt of the letter.

Article 9: Literary, artistic or industrial property and image rights

Participants undertake to submit only photos not protected by third party rights. By submitting a photograph for this Contest, Participants waive any copyright and intellectual property right to that photograph. Participants authorise the Organising Company to use the photograph in accordance with article 8 of these Rules.

Article 10: Agreement on electronic evidence

The Organising Company may rely, in particular as evidence, on any act, fact or omission (on programmes, data, files, recordings, operations and other elements of a computerised or electronic character or format; or using such media) which is prepared, received or stored directly or indirectly by it or the Participants, except in the case of manifest abuse or error. Participants shall not dispute the admissibility, validity or probative value of the aforementioned computerised or electronic elements, or elements in a computerised or electronic format or using such 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. Thus, 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 11: Publication of the Rules

These Rules are available and published on www.bil.com.