

# **COMPETITION RULES**

## **#SmilingDay19 Challenge**

### **ARTICLE 1: ORGANISER**

SOCIEDAD CONCESIONARIA NUEVO PUDAHUEL S.A., hereinafter the “Organiser”, the registered office of which is at Av. Armando Cortínez norte sin número is organising a competition between 05/04/2019 and 15/04/2019, with no purchase being necessary, entitled “#SmilingDay19 Challenge” on the terms set out in these rules.

### **ARTICLE 2: PARTICIPATION**

The Competition is open only to adults who connects to the Instagram page of the Airport AMB (@aeropuertoAMB)

Accordingly, no registration made by telephone, fax or e-mail other than on the Instagram account of the airport will be taken into account.

Participation in the Competition is free and participants are not required to make any purchases.

The persons involved directly or indirectly in the preparation of the Competition, are excluded, as are members of their family and their partner (of the same name and with the same address). If the player is a minor, he or she must have the written permission of his or her parents and/or legal guardian, which must be produced immediately at the Organiser’s request. The Organiser reserves the right to ask for this permission and to disqualify any Participant if it is not produced.

Interaction with any content implies unqualified acceptance of these Competition rules.

Participation in this Competition implies express and unqualified acceptance of these rules, Instagram conditions, and of the laws and regulations in force in Chile. Consequently, failure to comply with these rules, and in particular with the required conditions of participation, or breach of the other provisions referred to above, will result in the player being disqualified.

Every player undertakes not to do anything illegal or contrary to public morals, to comply with the laws and regulations in force, to respect the rights of third parties and to observe the provisions of these rules.

### **ARTICLE 3: TERMS AND CONDITIONS OF REGISTRATION AND PARTICIPATION**

Instagram is a third party not involved in the organisation of this operation. Every participant expressly acknowledges that the Competition is not managed or sponsored by Instagram. Every participant therefore expressly acknowledges that in no circumstances may Instagram be held responsible for any dispute associated with this Competition. Any questions,

observations or complaints concerning the Competition should be addressed to the Organiser of the Competition and not to Instagram.

In order to play, it is necessary to have an Instagram account and to connect to the Instagram page of the airport <http://www.instagram.com/AeropuertoAMB> with which internet users can interact.

On the “Smiling” day organised on 5 April 2019 at Aeropuerto Arturo Merino Benítez, passengers will be invited to take a photo with their smartphone, device or camera and post it on Instagram in a public post with the hashtag #SmilingDay19 and the tag of the airport’s Instagram account @aeropuertoamb.

Smiling Day must be recognizable on the pictures, with details of the event which can be seen on the posted pictures.

The Competition begins at 9:00 on 05 April 2019 and will end at 12:00 on 15 April 2019. The post with the most likes will win.

Participants agree not to use or post an image that contains:

- Addresses, phone numbers, URL addresses, account or personal identification numbers
- Sexual, violent or other offensive content (including nudity)
- Profanity or obscenities
- Illegal or anti-social behaviour
- Culturally, insensitive images
- Images which display the opinions of socially unacceptable groups
- Anything else illegal, obscene, libellous, defamatory or indecent.

Pictures showing a risk situation for the contestant or any other person will be excluded from the competition.

#### **ARTICLE 4: PRIZES**

The prize to be won is as follows:

- *2 (two) return tickets to continental Chile.*

The winner is chosen by the post with the most likes.

This prize cannot be exchanged in whole or in part for its cash value. It cannot be deferred or amended and is not transferable.

No disputes or claims of any kind will be entered into with regard to prizes.

The winners undertake not to seek to hold the Organiser liable with regard to the prizes, in particular as regards their quality, or in respect of any consequences arising from possession of a prize.

The Organiser cannot be held liable if the stay has to be postponed or cancelled for reasons of force majeure or any other cause outside its control. It cannot be held liable for any incidents/accidents that might occur when using prizes.

Any alteration on the part of the winner taking place after the reservation will be charged for.

## **ARTICLE 5: TERMS AND CONDITIONS OF AWARD OF PRIZES**

Information provided to winners and prize validation:

The winners will be informed of their win by a private message if possible, or by its publication directly on the Instagram account of the Organiser on 15 April 2019.

A post placed on the page will announce the winner and will show his or her entry, his or her first name and the first letter of his or her family name. That person will be asked to communicate his or her identity (family name, first name, address, e-mail address, age and proof of identity) in a private message to be sent to the Instagram account of the airport where his or her portrait was displayed.

The purpose of gathering this information is to organise the receipt of the winners' prizes. If a reply providing the personal contact details of the winner(s) is not received by the Organiser within a period of 21 calendar days (family name, first name, postal address, e-mail address), the prize(s) will not be distributed to a another person.

Unused prizes or prizes that are refused by the winner as offered will not be reallocated and will remain the property of the Organiser. The winner will then lose the benefit of the prize without the Organiser incurring any liability.

In the absence of confirmation by the winner as stated above, he or she will be regarded as having disclaimed his or her prize.

The winner must abide by the rules. Should it appear that the winner does not satisfy the criteria contained in these rules, his or her prize will not be awarded and will remain the property of the Organiser.

In order to benefit from his or her prize, the winner must be able to produce documentary proof of identity and address matching his or her entry form, at the Organiser's request. Any false declaration or false statement of identity or address will result in the participant's immediate elimination and if applicable the return of any prizes already sent.

Participants authorise the Organiser, in advance and as the case may be, to publish their name, first name and photograph on any advertising medium or in the context of any promotional operation relating to this prize draw, without such publication resulting in any right to payment or remuneration of any kind whatever.

If a winner objects to the use of his or her contact details (other than his or her first name and the first letter of his or her family name), he or she must give notice of that objection without delay to the airport via: [coordinacion.comunicaciones@nuevopudahuel.cl](mailto:coordinacion.comunicaciones@nuevopudahuel.cl)

The Organiser is not under any obligation to respond to participants' requests (whether made in writing, by e-mail, by fax or on the telephone) regarding the way the Competition is organised, the interpretation or application of these rules or the list of winners, even after the Competition closes.

## **Article 6: LIMITATION OF LIABILITY**

The Organiser has no power to moderate the content shared by users in the context of the Competition, except after it is posted. It cannot therefore be held responsible for such content.

Participation in the Competition implies knowledge and acceptance of the characteristics and limitations of the internet, particularly as regards technical performance, response times for consulting, querying or transferring information, the risks of interruption, and more generally, the risks inherent in any internet connection and transmission, the absence of protection for certain data against potential misuse and the risks of infection by any viruses circulating on the network. Consequently, and without prejudice to the generality, the Organiser cannot in any circumstances be held liable:

1. for the transmission and/or receipt of any data and/or information on the internet;
2. for any dysfunction of the internet network preventing the Competition from running or functioning correctly;
3. for the breakdown of any receiving equipment or lines of communication;
4. for the loss of any paper or electronic mail and, more generally, for the loss of any data;
5. for delivery problems;
6. for the functioning of any software;
7. for the consequences of any virus, computer bug, error or technical defect;
8. for any damage caused to a Participant's computer;
9. for any technical, physical and software defect of any nature that prevents or limits the ability to participate in the Competition or that damages a Participant's system;
10. For the malfunction of the prizes distributed in the context of the Competition, and for any direct and/or indirect damage that they might cause.

For the avoidance of doubt, the Organiser cannot be held responsible for any direct or indirect damage resulting from an interruption or dysfunction of any kind or for any reason, or for any direct damage resulting in any way from a connection to the site developed in the context of this Competition. Every Participant will be responsible for taking the necessary steps to protect the data and/or software on his or her computer against any damage. Connections by any person to the social media platforms referred to above and the participation of Participants in the Competition take place entirely at their own risk.

The Organiser may cancel all or part of the Competition if it appears that there has been fraud of any kind particularly using computers or in the determination of the winners. In that event, the Organiser reserves the right not to award the prizes to the persons responsible for the fraud and/or to take action in the competent courts against such persons. However, the Organiser cannot be held liable in any way to the Participants by reason of any fraud that might be committed. In particular, the use by a Participant of one or more fictitious names or of names borrowed from one or more third persons shall be regarded as fraud, and every Participant must take part in the Competition using his or her own unique name. Any fraud will result in the elimination of the Participant concerned.

The Organiser reserves the right, for any reason whatever, to cancel, postpone, interrupt or extend the Competition or to amend all or part of the terms of these rules, in compliance therewith. If, as a result of events outside its control, the Organiser is obliged to use this right, it cannot be held liable on that account.

The Organiser reserves the right to permanently exclude any person from the Competition in the event that, by his or her fraudulent conduct, he or she undermines the successful running of the Competition. Similarly, any attempt to use the Competition outside the unmodified interface put in place on the site will be regarded as an attempted fraud. In addition, decompiling the Competition, using personal script or any other method aimed at circumventing the intended use of the Competition as provided by these rules will also be

regarded as an attempted fraud and will result in the immediate elimination of the player concerned, without right of appeal.

## **ARTICLE 7: DATA PROCESSING AND CIVIL LIBERTIES**

The personal information gathered in the context of this Competition will be processed in accordance with the Chilean law. Participants are informed that the personal information concerning them that is recorded in the context of this Competition is required for their entries to be taken into account. Any access, correction or objection request must be sent to the following e-mail address: [coordinacion.comunicaciones@nuevopudahuel.cl](mailto:coordinacion.comunicaciones@nuevopudahuel.cl)

## **ARTICLE 8: COPY OF THESE RULES**

These rules can be consulted online and printed at any time from the Instagram account of the airport, by clicking on that page. A request for the rules to be sent for free by post upon sending a stamped addressed envelope, can also be made to the following e-mail address: [coordinacion.comunicaciones@nuevopudahuel.cl](mailto:coordinacion.comunicaciones@nuevopudahuel.cl)

## **Article 9: EVENTS OF FORCE MAJEURE - RIGHT TO EXTEND THE COMPETITION**

The Organiser cannot be held liable if, due to an event of force majeure or that is outside its control, the Competition has to be altered, shortened or cancelled.

The Organiser reserves the right in any event to extend the period of participation and to postpone any announcement date.

Any amendment of the rules will be filed with the acting firm of Court Bailiffs and will enter into force on the date on which it is published online, and any participant will be deemed to have accepted it by virtue of his or her participation in the Competition, with effect from the date of entry into force of the amendment.

Any participant refusing the amendment or amendments must cease to participate in the Competition.

## **ARTICLE 10: APPLICABLE LAW AND JURISDICTION**

These rules are subject to Chilean law. Any difficulty relating to the application, interpretation or effects of these rules will be resolved by the Organiser.

## **ARTICLE 11: INTERPRETATION OF THESE RULES**

Entry to the Competition implies complete and unconditional acceptance of the terms and conditions set out in these rules. During the period of the Competition, the Organiser will not respond to any question concerning the practicalities of its organisation.

The Organiser will settle any question relating to the application of these rules, or any question that is asked that is not covered by these rules. Its decisions will not be subject to any appeal.

Any dispute or complaint relating to this Competition must be made in writing and sent to the Competition address and will only be taken into consideration within a period of one month from the closing date of the Competition.