

<p style="text-align:center"><b>AMENDMENT N°1</b> <b>ON THE VOTING RULES FOR THE FINAL OF THE “IBIS MUSIC 2019”</b> <b>COMPETITION</b></p>
--

ACCOR wishes, by this amendment, to cancel the Voting Rules for the final of the "ibis MUSIC 2019" Competition from 16/09/2019 to 27/09/2019 and replace them with new rules that determine the new conditions for the nomination of the winning artist of the "ibis MUSIC 2019" Competition.

Consequently, the provisions of Articles 1 to 11 of the Voting Rules for the final of the "ibis MUSIC 2019" Competition are cancelled and replaced by the following:

### **1. ORGANIZING COMPANY AND SCOPE OF APPLICATION**

ACCOR, a public limited company with a capital of €810,137,769.00, registered with the Nanterre Trade and Companies Register under the number 602,036,444, having its registered office at 82, Rue Henri Farman, 92130 Issy-les-Moulineaux (hereinafter the "Organising Company"), organized a free vote from 16/09/2019 to 27/09/2019 with no obligation to purchase or participate (hereinafter the "Vote") on the content website dedicated to the program from the ibis MUSIC brand and its emerging talent competition (hereinafter the "Competition"), accessible at the address <https://www.ibis-music.com>.

The Vote was governed by the Voting Rules for the final of the "ibis MUSIC 2019" Competition, which this amendment cancels and replaces in all its provisions.

The days and times indicated in this Regulation are those of the time zone UTC +01:00 (Brussels, Copenhagen, Madrid, Paris). No other time zone will be taken into account for participation in the Competition.

### **2. NEW DESIGNATION METHOD OF THE WINNER OF THE COMPETITION**

This amendment governs the terms and conditions for the selection of the winner of the Competition.

The winner of the Competition will be selected by a jury of industry professionals, including the director of an independent record company, an agent and a music journalist, who will select a winner based on the following criteria: their performance at the Sziget Festival, their current releases on Spotify, all their social channels and their potential.

Each judge assigned the participants a score ranging from 1 to 9, the sum of these scores representing the artist's final score.

In order to decide between two participants in the event of a tie, the participant with the highest number of maximum scores will be chosen as the winner of the competition.

The winner of the Competition will be informed by e-mail on 02/10/2019 of the jury's decision.

### **3. INTELLECTUAL PROPERTY**

#### **Intellectual property of the Organizing Company**

Participation in the Vote does not confer any right to the Participants regarding the intellectual property elements of the Organizing Company. Also, in accordance with the provisions of the French Code of Intellectual Property, the reproduction, representation or use of all or part of the elements (graphic, textual, etc.) comprising this Vote as well as the webpage <https://www.ibis-music.com> are strictly prohibited. All trademarks, graphics, and product names mentioned are registered trademarks, graphics or product names.

Any use of the elements of the Competition, whatever the mode, is subject to compliance with the rules of intellectual property.

### **4. EXCLUSION OF LIABILITY OF THE ORGANIZING COMPANY**

The Organizing Company reserves the right to suspend, postpone, extend or cancel the Vote without prior notice in the event of force majeure, following notification by all appropriate means. It shall not be held liable for doing so.

The Organizing Company may not be held liable for any disruptions to Internet or electricity networks, incorrect use of the Internet, failure of receiving equipment or any other incident affecting the smooth running of the Vote that could prevent a user from taking part before the deadline.

### **5. APPLICABLE LAW AND LANGUAGE OF THE RULES**

This amendment shall be governed by and subject to the provisions of French law, without prejudice to any mandatory protective provisions applicable in the country of residence of consumers.

It is written in English and in the following languages: French, German, Spanish, Italian, Portuguese, Brazilian, Dutch and Polish.

In case of contradiction with any foreign language version, the provisions of the French version shall prevail.

If one or more provisions of these rules are declared null and void and/or not applicable, the other provisions shall remain in full force and scope.

### **6. COMPETENT JURISDICTION**

Any dispute arising from the interpretation or execution of these rules shall be the subject of an attempt at an amicable settlement. If no amicable agreement is reached, the dispute may be referred to the Tourism and Travel Ombudsman.

Link to the website: <http://www.mtv.travel/index.php?page=saisine-du-mediateur>.

Postal details: MTV Médiation Tourisme Voyage BP 80 303 - 75 823 Paris Cedex 17.

Any dispute shall be brought before a court with jurisdiction under the provisions of the French Code of Civil Procedure or the French Consumer Code.

