

RAINBOW INVITATION CHALLENGE



ALCATEL-LUCENT RAINBOW™

Rainbow Invitation Challenge
for Alcatel-Lucent Enterprise Business Partners

OCTOBER 2017

Alcatel-Lucent
Enterprise



RAINBOW INVITATION CHALLENGE

TERMS AND CONDITIONS

These Terms & Conditions govern the ALE International, Inc. Competition.

In these rules, “ALE” means ALE INTERNATIONAL, INC, registered at 32 Avenue Kléber Colombes, 92700 France, with its principle place of business at 32 Avenue Kléber Colombes, 92700 France. “You”, “Your” and “Yourself” refers to an eligible participant (as defined in the Eligibility section below).

In these terms “Eligible Participant”, “Participant”, “You”, and “Your” are interchangeable and refer to the eligible participants outlined in the Eligibility section below.

All federal, state, provincial and local laws and regulations apply. This Challenge is void where prohibited by applicable laws or by Your employer’s policies.

Participation in the Challenge constitutes Your full and unconditional agreement to these Terms and Conditions, and any other communication issued from time to time related to the Program.

ELIGIBILITY

The Challenge is available to the following Eligible Participants: Employees of ALE Value-Added Distributors, Carriers, Direct Resellers and Indirect Resellers.

The following categories of persons shall not be eligible to participate in the Program under any circumstances:

- Employees of companies that are predominantly (50% or more) state-owned entities or governmental bodies.

Business Partners must be under Partner Program Contract and must not have overdue invoices.

If the Business Partner contract is expiring or terminated during the Challenge period, employee(s) participation may be then cancelled at the discretion of ALE International.

By registering to this Challenge, the employee of an Eligible Business Partner fully accepts these Terms & Conditions.

Registration is by invitation only. Invited Business Partner employees must register via the registration page provided by email. Each registration will be validated and confirmed by email by ALE International.

CHALLENGE PERIOD

The Challenge commences at 12:00 AM GMT on 17 October 2017 and ends at 12:00 AM on 31 December 2017 ("Challenge Period").

ALE reserves the right to amend or change these dates at any time and without prior notice to You.

HOW THE CHALLENGE WORKS

When a Participant invites a contact to Rainbow during the Challenge (via the "Invite" button within his/her Rainbow client interface), and only if this contact creates a **new** Rainbow account, the Participant receives credit for 1 new account created.

At the end of the Challenge, each registered Participant's new accounts created are counted. A minimum of 50 accepted invitations/ account creations are required to be eligible for the reward.

REWARDS

Winners will be announced by 31 January 2018. The reward is an invitation to an Alpine Winter Wonderland trip during 23 – 25 February 2018.

One reward will be given to each of the twelve (12) Participants who have the greatest number of Rainbow accounts opened by their professional contacts during the Challenge period. Participants must have 50 or more new Rainbow accounts opened to be eligible for the reward.

The reward includes the following items:

- Hotel accommodations at the Interlpen-Hotel Tyrol
- Economy airfare
- Local transfers to/from the Salzburg Airport
- Meals & beverages during the event
- Skiing including rentals and passes (or other winter activity TBD)

ALE Travel Guidelines

1. ALE will organize and manage your Economy travel to/from the event location. Individual arrangements made outside of this process will not be covered by ALE.
2. Local transportation will be organized and managed by ALE. Individual arrangements made outside of this process will not be covered by ALE.
3. ALE will pay for the accommodation costs for the duration of the event which is for overnight accommodation on 23 and 24 February only. Additional night's accommodations are at the winner's expense and must be arranged directly with the hotel.
4. All food and beverages provided through the official agenda both inside and outside of the venue will be covered by ALE.

5. ALE will not reimburse you for the following expenses incurred at the hotel during your stay with us. These include: All Room Service, Telephone calls International & Domestic, Laundry/Dry Cleaning, Pay TV and Mini Bar consumption.
6. Complimentary Wi-Fi will be provided in the meeting rooms and your guest room while staying as a guest of ALE.
7. ALE will not cover the additional costs if you wish spouse/partner will share your room. ALE recommends that guests please arrange suitable Health & travel insurance to make this trip.

Please note that Rewards will not be replaced by any other equivalent item.

Receipt of any Reward is contingent upon compliance with these Terms & Conditions.

Rewards are non-refundable (for money or otherwise), non-transferable, and may expressly not be sold. There is no cash alternative.

The Rewards and all elements thereof are subject to availability. If a reward, or any element thereof, should become unavailable for any reason, ALE reserves the right to substitute it with another one of equal or greater value.

VALID INVITATION DEFINITION

An invitation is considered “valid”:

- If it is sent to Participant’s contacts who does not already have a Rainbow account.
- If it is accepted by the invitee, meaning that the invitee creates a new Rainbow account.
- It is sent and accepted during the Challenge period, 17 October to 31 December 2017.

ENTRY CONDITIONS

ALE accepts no liability for the tax requirements of Eligible Participants as a result of this Challenge. Eligible Participants must ensure any prize is declared and that they are in full observance and adherence of local tax legislation guidelines, or any other applicable tax legislation where Eligible participants are based.

ALE reserves the right to cancel or amend this Challenge in total or in part at any time without prior notice (including but not limited to the Challenge Period). ALE will honor any qualifying claims made prior to the cancellation of the Challenge.

The decisions of ALE are final and binding on all matters related to the Challenge.

ALE reserves the right at any time to remove this Challenge, without notice.

Any registrations or submissions that are lost, late, misdirected, incorrect, garbled, or deemed incomplete for any reason will not be eligible.

The winners will be announced via email to the winning Participants and via the ALE partner newsletter.

In consideration of You participating in this Challenge, You hereby assign to ALE with full title guarantee the entire copyright and all other rights in the nature of copyright subsisting in any images throughout the world so that they may be used by ALE and its affiliate in future promotions. You also warrant that the images are Your original work and have not been copied wholly or substantially from any other work or material or other source. ALE has the right to use such information in accordance with the ALE Privacy Policy located at: <http://enterprise.alcatel-lucent.com/?content=AboutUs&page=Privacy> . Please send your questions or requests regarding data protection/privacy and the rights associated with it to dataprivacy@al-enterprise.com.

Recipients of a Reward may also be required to sign and return to ALE INTERNATIONAL, INC, within ten (10) days of the date that notice or attempted notice is sent, a Declaration of Compliance in order to claim his/her Reward.

By registering with the Challenge or receiving any Reward, You agree to release and hold harmless ALE and its subsidiaries, affiliates, suppliers, distributors and advertising/promotion agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the promotion or receipt or use or misuse of any prize.

ALE is not responsible for: (1) any incorrect or inaccurate information, whether caused by printing errors or by any of the equipment or programming associated with or utilized in the Challenge; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Challenge; (4) technical or human error which may occur in the administration of the Challenge or the processing of registrants; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Your participation in the Program or receipt or use or misuse of any Reward.

Any delay or omission by ALE in enforcing its rights under, or the fulfillment of any requirement contained in these Terms & Conditions shall not be interpreted as a waiver of such right or requirement.

You must specifically agree to the Data Protection and Lawful Content terms specified below in order to participate in the Program. Your participation in the Challenge is also subject to ALE INTERNATIONAL, INC's Privacy Policy.

If any provision of these Terms & Conditions is declared void, invalid or unenforceable by law by a competent court of jurisdiction, such declaration shall in no way affect the other provisions contained herein.

ETHICS AND COMPLIANCE

Any payment or reward received by You under this Challenge must not be used to offer, pay, promise or authorize any direct or indirect payments or provide anything of value (including, but not limited to, gratuities, gifts, favors, entertainment, loans) to any person, including government official or employees, for the purpose of obtaining business.

DATA PROTECTION

By participating in this Challenge and submitting Your entry, You explicitly consent to ALE collecting and processing Your personal information as follows: name; job title, email and phone number.

ALE will process Your personal information in accordance with its Privacy Policy at <http://enterprise.alcatel-lucent.com/?content=AboutUs&page=Privacy> and Rainbow Data Privacy Notice at <https://www.openrainbow.com/dataprivacy/>.

You understand that You have the right to request access to Your personal information that ALE may hold about You for legitimate business purposes by sending an email to dataprivacy@al-enterprise.com so that You are able to review it for accuracy, and correct, amend, or delete that information

GOVERNING LAW

The Challenge, these Terms and Conditions and the rights and obligations of both ALE and You will be governed and controlled by laws of France applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the courts of France, located in Paris (Tribunal de commerce de Paris). The parties consent to the jurisdiction of the courts of France located in Paris (Tribunal de commerce de Paris) with respect to any action, dispute or other matter pertaining to or arising out of the Program and these Terms and Conditions.