

Conditions – Ticket Campaign

1. Organisation

The Campaign named “Ticket Campaign” (hereinafter referred to as the “**Campaign**”) is organised by Xior Student Housing NV, public GVV, under Belgian law with corporate headquarters at Mechelsteenseweg 34, box number 108, 2018 Antwerp (Belgium), RPR Antwerp, department Antwerp 0547.972.794 (hereinafter referred to as the “**Organiser**” or “**Xior**”). No other person, affiliated with Xior in the broadest sense of the word, may be approached for this campaign or its execution.

These conditions (the “**Conditions**”) register the modalities and conditions of the Campaign. The Conditions are published at www.xior.be (hereinafter referred to as the “**Website**”).

Through their participation in the Campaign, every participant commits to unconditional and complete acceptance of these Conditions and to acceptance of each decision the Organiser takes to guarantee the proper course of the Campaign.

Every breach of these Conditions provides the Organiser with the right to decide to exclude the participant. In case the Organiser has indications of misuse, misdirection or deception, they maintain the right to exclude the involved participant(s) from this and/or other campaigns and contests of the Organiser, without further notice. Furthermore, the Organiser can claim any damages. Moreover, the Organiser maintains the right to take the necessary legal steps against all involved in fraud, attempted fraud, misuse or attempted misuse.

2. Duration of the Campaign

The Campaign starts on 22 April 2017 and runs up to and including 30 September 2017, while stocks last.

3. Participant

Every natural person, older than 18 years of age, can participate in the Campaign, excluding employees of the organiser and their family members. Participants under 18 years of age may only participate on the condition that they have permission from the persons who have civil responsibility over them (parents, guardian, etc.). For minors, the prize will be handed to the responsible guardian, in name of the minor.

The participant must be a student enrolled at a Belgian institution for higher education (University or Applied University), and this, when applicable, during the entire period for which student housing is made available; any termination of such an enrolment legally implicates loss of the right of use of the student housing. The participant commits to provide a copy of their enrolment when the Organiser requests them to.

By participating in the Campaign, the participants unconditionally accept the underlying Conditions.

4. Manner of participation

The Campaign will be held in Belgium.

The campaign is spread through "Tickets" (scratch cards). The Organiser may never be held responsible for the fact someone allegedly did not receive a Ticket.

Only students who enter into a rental agreement for 12 months (new contracts or extensions) for academic year 2017-2018 have the right to one (1) golden ticket. The Organiser has the right to register recipients of the Tickets to ensure adherence to these Conditions.

Any incomplete or illegible Ticket will be considered void. The same goes for Tickets on which multiple answers have been scratched, or are otherwise visible. Furthermore, the Organiser can in no way be obliged to hand out prizes for Tickets that have been submitted after the duration of this Campaign or after depletion of the stocks.

All costs for participating in the Campaign are to be paid for by the participant. Participants may never claim participation costs back from the Organiser.

The Organiser cannot be held liable for loss or damage caused by third parties, or other damages of a similar nature, nor for the loss of a Ticket.

The Organiser cannot be forced to answer any question, remark, complaint or other communication, during or after the Campaign, regarding the Campaign; this without the possibility for the silence being considered as acceptance of the standpoint recorded in the received writing.

5. Number of participations

Participants commit themselves to only participate once, and to not use multiple Tickets, copies, or any other form of circumvention or deceit that could diminish this condition.

In case a participant uses multiple Tickets, the Organiser will have the right to disqualify them. The Organiser always maintains the right to perform an assessment, in the framework of determining (suspected) fraud.

6. Winners

In total, up to three (3) participants have a chance of winning free student housing rent for one year (valued at EUR 4,500) and up to fifteen (15) have a chance of winning free rent for one month. The winners are determined as follows:

- The Organiser has not excluded the potential winner based on a misunderstanding of the current Conditions;
- The multiple-choice question has been answered correctly;
- The winners have the winning scratch card in their possession.

Up to 1 prize (1 student house) per participating address and per family.

The winners must personally register at their closest Xior rental office.

Practical information regarding the use of the student housing will be discussed with the rental office of the Organiser.

If any violation of these Conditions is determined by the Organiser, the winner is supposed to relinquish their claim to the prize, without any possibility for appeal.

7. Prize

The prizes consist, on the one hand, of 'gadgets' and are awarded to winning tickets, as stocks last.

The prize regarding a "free student housing for 1 year", which can be awarded to up to 3 winners, is as follows: 1 student room or studio (at the discretion of the Organiser), in Brussels, Ghent, Leuven, resp. Antwerp, chosen by the participant, for one academic year, specifically academic year 2017-2018.

The Organiser has full discretionary judgement regarding the appointment of the won student housing within a certain student city (including the building, the location of the room, the type of room, etc.), of which the annual rental costs (12 months) correspond to EUR 4,500, based on the rental prices used by the rental office of the Organiser. The participant waives any disputes regarding the actual or estimated rental costs of the student housing involved.

In case of a 'free student housing for 1 month', 1 month of rent will be deducted at the end of the rental period, assuming a rental period of 12 months. The free month will be settled with the last month of the rental period.

The prize only ever regards the rental price of the student housing. The participant must separately pay the applicable costs (utilities, insurance, possible taxes, etc.) and security deposit.

No prize can be exchanged for cash money or any other object, service or any other benefit of any nature, in counter value. The prizes are indivisible and must be accepted as they are awarded. The prizes that can be won in the Campaign cannot be exchanged for cash or other benefits in kind. The winner must personally move into the housing. It is not permitted to fully or partially sublet the apartment.

Accepting the prize automatically implicates acceptance of the applicable general terms & conditions of Xior, regarding the letting of student rooms.

The Organiser will contact the winners by phone or e-mail to arrange practical matters (such as location, date of admittance to the housing, etc.).

When receiving the prize, the winning participants must prove their identity through their identity card or any other authenticated document that includes address details, as well as their capacity as a student (see art. 3). In case of doubt or anomalies regarding the identity of the winner, the Organiser maintains the right to exclude the involved participant. The corresponding participant cannot claim compensation in that case.

8. Announcement

Underlying Conditions, as modified from time to time, is available online at www.xior.be. Excluding the announcement of the underlying Conditions, the Organiser is not obliged to answer to any correspondence, e-mail, fax or telephone calls regarding this Campaign. The Organiser is not obliged to correspond about these Conditions, the organisation and/or the outcome of the Campaign, regardless of the medium (mail correspondence, e-mails, phone calls, etc.).

All additional announcements and/or publications in the framework of the Campaign act as points in these Conditions, and, if relevant, will be announced via the Website or e-mail.

In case of force majeure and/or unforeseen events, the Organiser maintains the right to alter, suspend or terminate this Campaign or its course, and to take any decision he or she finds suitable for this situation. In any case, the Organiser and any involved service providers dismiss any liability for all direct or indirect damages, of any nature, related to this Campaign, barring intentional error or deceit. Undiminished the generality of the previous, in any case they cannot be held responsible for annulment, alteration, interruption or suspension of the Campaign in case of force majeure and/or any other occurring event, which makes the further and/or orderly course of the Campaign impossible, by Judgement of the Organiser. The Organiser will also not be obliged to pay the participants or winners of the Campaign any compensation.

The Organiser provides no guarantee regarding a prize. In no case can the Organiser, and/or his or her communicational advice agencies, affiliated persons in the broadest sense of the word, 'responsible publishers', staff, nor third parties who were involved in the framework of the Campaign, held responsible for accidents, costs, direct or indirect damages of any nature that could be suffered by a participant as a consequence of their participation in the underlying Campaign or the use of the prizes.

9. Personal details

The personal details about the participants (such as name, first name, address, etc.) are only collected in order to identify the winners. The participants have a cost-free right to access and correct their details. They can use this right by approaching the corporate headquarters of the Organiser.

Every participant has the right to access their details free of charge, and to alter them or have them removed through a written, signed and dated request to do so, sent together with a front-and-back copy of their identity card, addressed to the Organiser on the address mentioned under article 1. Persons who use their right to have details removed before the end of the Campaign, are understood to abstain from participation.

The participants who won the Campaign, authorise the Organiser to use their name and first name (specifically to display or announce it to the public) for promotional purposes of the Organiser, without the right to any compensation or remuneration from the Organiser, other than the prize they may be entitled to.

10. Complaints

Misprints, printing errors, spelling errors or other such errors cannot be used as grounds to oblige the Organiser to do anything.

Any complaint in the framework of this Campaign must be submitted within 10 business days following the end of the Campaign, addressed to the Organiser's corporate headquarters. In no case will complaints be handled verbally or via phone calls. Complaints that were submitted outside this period, or not in writing, will not be handled. All decisions by the Organiser may not be appealed.

11. Applicable Law and Competent Court

The Organiser maintains the right to intermediately modify these Conditions and/or to terminate this Campaign prematurely as they see fit, without prior notice, in which cases no claim to any compensation or remuneration can be made. In case of a modification of the conditions, a modified version will be placed on the Website as soon as possible, which will be applicable during the entire duration of the Campaign.

If any provision in these Conditions is found invalid or unenforceable, such an invalidity or unenforceability will not influence the validity or enforceability of any other provision in these Conditions.

The underlying Conditions are subject to Belgian Law. In case of a dispute that cannot be settled amicably, only the courts of Antwerp, Division Antwerp, are considered competent.