



## **CONTEST RULES** **« A TICKET FOR SPACE »**

### **Article 1: Information and general conditions relating to the association Swiss Space Tourism and its integration as a member**

- 1.1 In order to allow Boris OTTER (hereinafter "the Organizer"), President and Founder of the Swiss Space Tourism Association (hereinafter "Swiss Space Tourism"), to fulfill his dream of leaving for space , a Global Space Sponsorship Project and Crowdfunding (crowdfunding) entitled "a ticket for space" (hereinafter: "the Project") is organized. It will allow the Organizer, in the event of success of the Project, to reserve 6 places aboard a spaceship (either with Blue Origin, aboard the New Shepard rocket, or with Virgin Galactic, aboard the plane SpaceShipTwo).
- 1.2 The 1st place aboard the spaceship being de facto attributed to the Organizer, namely Boris OTTER, thanks to Sponsoring / Crowdfunding.
- 1.3 As part of this project, Swiss Space Tourism will, from 12.04.2019, allow any interested person to become an active member of the Association at a price of CHF. 100 / US \$ 100 / Euro 80 for 1 year, or a passive member at the price of CHF. 25 / US \$ 25 / Euro 20 for 1 year.
- 1.4 Only active members will be able to participate in the contest allowing a maximum of 5 of them to go into space with the Organizer or individually during another space flight. The selection of the 5 winners will be done according to the process explained in point 4.4 of this regulation. This project, realized in partnership with the 3i3s and 3i3signature institution ([www.3i3s.com](http://www.3i3s.com) and [www.3i3signature.com](http://www.3i3signature.com)), will allow these 5 winners to officially obtain the title of commercial astronaut.
- 1.5 Private or public companies and companies may become active or passive members of Swiss Space Tourism when represented by a member of their staff.

### **Article 2 - Conditions of participation in the competition "A Ticket for Space"**

- 2.1 Only the active member of Swiss Space Tourism, as a physical person, major and having an internet connection, or as a legal person (represented by a natural person and major) may participate in the competition.
- 2.2 Active members may be sponsored by their relatives, friends, colleagues or by any other legal means to pay their membership fees.  
Tickets for the Space are numbered and nontransmissible.  
An active member with medical contraindications to participate in a space flight, must abstain from participating in the contest (see article 4.4).
- 2.3 Family members of the Organizer and any person directly or indirectly involved in the design, implementation or management of this project and their spouses and family members: ascendants and

direct descendants or other relatives living or not under their roof are allowed to become active or passive members.

2.4 Persons who do not fulfill the conditions set out in Articles 2.1 to 2.3 are excluded from sponsorship.

2.5 Private or public companies and companies, having the status of active or passive members, may sponsor the Project according to their financial possibilities.

### **Article 3 - Rules of the contest "A Ticket for Space"**

3.1 Applications for Space Flight Tickets will begin on 12.04.2019, by completing the official form. Registrations will end not later than 12.04.2020 or as soon as the membership of the 20'000th active member has been confirmed.

3.2 If, however, on 12.04.2020 an insufficient number of active members, less than 20'000 members, should be counted, the number of tickets for Space emitted will depend on the actual number of active members. It will then proceed to the issue of tickets according to the following rules:

- 1st ticket for the space: de facto attributed to the Organizer as soon as the number of 5,000 active members will be reached.
- 2nd ticket for space: if 10'000 active members.
- 3rd ticket for space: if 12,500 active members.
- 4th ticket for space: if 15'000 active members.
- 5th ticket for space: if 17,500 active members.

It is specified that if the number of active members is between 17'501 and 19'999, the 6th ticket can not be issued. It is the same between the different other slices.

### **Article 4 - Procedure for the competition "A Ticket for Space"**

4.1 How to enter the contest "A Ticket for Space"

4.1.1 In order for the participation to be validated by the Organizer, it is necessary to proceed as follows: By internet, by connecting to the website **www.swiss-space-tourism.ch**, which is accessible to any active member of Swiss Space Tourism, as a natural person, major and having an internet connection, to companies public or private companies and companies in accordance with Articles 1 and 2 above.

4.1.2 The Participant wishing to become an active member shall:

- a) Log on to **www.swiss-space-tourism.ch**.
- b) Complete the registration form correctly, date it, sign it and save it.
- c) Make the payment of his contribution of CHF. 100 / US \$ 100 / Euro 80 by one of the following means :
  - By Postal Transfer : CCP 15-166625-9, Swiss Space Tourism, 1212 Grand-Lancy, Geneva.  
**IBAN : CH26 0900 0000 1516 6625 9 CHF / BIC : POFICHBEXXX**
  - By **PayPal**, e-mail: otter.boris@bluewin.ch
- d) Return the participation form electronically to this e-mail address: **boris.otter@swiss-space-tourism.ch**. The registration will be validated by e-mail by the Organizer once the payment and the registration form have been received and approved.

4.1.3 The Participant wishing to become a passive member shall:

- a) Log on to [www.swiss-space-tourism.ch](http://www.swiss-space-tourism.ch).
- b) Complete the registration form correctly, date it, sign it and save it.
- c) Make the payment of his contribution of CHF. 25 / US \$ 25 / Euro 20 by one of the following means :
  - By Postal Transfer : CCP 15-166625-9, Swiss Space Tourism, 1212 Grand-Lancy, Geneva.  
**IBAN : CH26 0900 0000 1516 6625 9 CHF / BIC : POFICHBEXXX**
  - By **PayPal**, e-mail: [otter.boris@bluewin.ch](mailto:otter.boris@bluewin.ch)
- d) Return the participation form electronically to this e-mail address: **boris.otter@swiss-space-tourism.ch**.

The registration will be validated by e-mail by the Organizer once the payment and the registration form have been received and approved.

4.2 Guarantees and responsibilities regarding the validity of applications

4.2.1 The Organizer reserves the right to cancel, terminate or modify this operation if it does not proceed as agreed : any virus, bug, violation, unauthorized intervention, fraud, action of a participant, technical problem or any other cause beyond the control of the Organizer affecting the administration, security, fairness, integrity of this Project and / or Institution 3i3s.

4.2.2 In general, the Participants guarantee the Organizer of the present Sponsoring against any recourse, actions or claims that they could form, in any capacity, individual or collective, under all the guarantees and commitments made.

4.2.3 Any incomplete or erroneous participation will be rejected, without the responsibility of the Organizer being able to be engaged. Any false declaration of a participant will result in his exclusion from Sponsoring without the responsibility of the Organizer being engaged.

4.2.4 Thus, the Organizer reserves the right, without reserve, to moderate ex post facto and not to validate, to exclude, remove from the contest, any Participant who does not respect one of the conditions of the present regulation.

4.3 Terms of Sponsorship

The sponsoring will begin on 12.04.2019. The goal is to reach 20,000 active members by 12.04.2020 at the latest. In accordance with article 1 above, 5 active members (in addition to the Organizer) having complied with the conditions of these rules and fulfilling the conditions to be designated as winners of one of the 5 tickets for the space, will be officially announced as such.

4.4 Selection of the 5 participants in Space Flight - terms and conditions

- 1) Register as an Active Member with the Swiss Space Tourism Association thanks to the registration form (see article 4.1.2)
- 2) Pay the registration fee as an Active Member.
- 3) Confirm, by medical certificate, the absence of medical contraindications to Space Flight.

To win a Ticket for Space : as soon as the 20'000th active member has been confirmed, you will have to answer correctly a questionnaire containing 30 questions about the space conquest and to write a personal motivation text of 15 lines maximum. A Selection Committee appointed by the Organizer will have the task to select the 5 international winners of the "A Ticket for Space" contest.

If the number of participants should be less than 20'000, the competition will run according to the rules set out in article 3.2 of the present regulations, so that the winners will be selected with a number of tickets issued which would be therefore less than 6.

#### **Article 5 - Endowments / lots**

Commercial value of the endowments

5.1 By an entry validated by Swiss Space Tourism as an active member, the holder of a voucher for the numbered and registered space will receive, if designated as official winner of the contest, the following prizes:

1. 1 ticket for space worth CHF. 250,000.
2. 1 space mission patch Swiss Space Tourism, worth CHF. 19,90.
3. 1 Swiss Space Tourism sticker, worth CHF. 3.
4. 1 Official Swiss Space Tourism T-shirt, worth CHF. 24.90.
5. 1 year as a member of 3i3s, worth EUR 30.
6. 1 year as an active member of Swiss Space Tourism, worth CHF. 100.
7. 1 autographed photo of the 2nd Swiss to (maybe) be gone in space.

5.2 The 5 winning active members will be appointed by the Project Organizer according to the conditions set out in Article 4.

5.3 The Organizer reserves the right to change the endowment without notice, particularly in case of force majeure or the bankruptcy of the space company / companies concerned.

#### **Article 6 - Lot allocation methods**

6.1 One ticket for the space will be awarded per active member winner.

6.2 Only a maximum of 5 winners may receive the prizes mentioned in article 5.

6.3 The winners will receive an e-mail, an SMS or a phone call, from the Organizer, to inform them of their victory and the methods used to give them their prizes directly or by post or any other medium as soon as possible.

6.4 If the information provided by a participant is incomplete / incorrect and / or does not inform him of his winnings, he will lose the quality of the winner and will not be able to make any claim. The Organizer can not be held responsible in the event of technical failures regarding these electronic notifications of winnings. Without communication of this information from the winner within 15 days after the day of the draw, he will lose his status of winner. The space ticket will then be awarded to the next selected Member according to article 4.4.

## **Article 7 - Personal and personal data**

7.1 The Participants authorize in advance, by the mere fact of their registration, that the Organizer uses freely for advertising or promotional purposes whatever the medium, all nominative information communicated on behalf of them and on all media.

7.2 The personal data collected about the Entrants is obligatory and necessary for the treatment of their participation in the draw. They are intended for the Organizer and 3i3s, for statistical and marketing purposes, concerning in particular the interest of the space products proposed by the Organizer via [www.swiss-space-tourism.ch](http://www.swiss-space-tourism.ch) and the space activities of the Institution 3i3s.

7.3 In accordance with the regulations in force, the information collected is for the exclusive use of the Organizer and 3i3s. They will not be sold or sold to third parties in any way.

7.4 The information provided by the participant is intended for the use of the Organizer, as part of the promotion and access of its project, in accordance with this Regulation and in the context of its management.

7.5 Anyone completing the registration form and wishing to participate in the contest, has the right to access, rectify and delete data concerning him / her from the Organizer. These rights are exercised upon simple written request by e-mail to Swiss Space Tourism.

## **Article 8 - Responsibilities and rights**

8.1 The Organizer reserves the right to modify, extend, shorten, limit the winnings or cancel this contest in case of force majeure as defined by the case law. Consequently, he can not be held liable for this without being able to claim any compensation whatsoever from the Participants.

8.2 The Organizer can not be held responsible for the fraudulent use of the connection rights or the allocation of the lot of a Participant.

8.3 The Organizer assumes no responsibility for any malfunction of the internet network, telephone lines, reception equipment preventing the smooth running of the game. In addition, the organizer can not be held responsible for problems of routing or loss of email or mail.

8.4 The Organizer disclaims all liability in the event of technical, abnormal, hardware and software failures of any nature (viruses, bug, etc.) caused to the Participant's system, to their computer equipment and to the data stored therein and to the consequences that may occur, resulting from their personal, professional or commercial activity.

8.5 The Organizer reserves the right to extend, shorten, modify or cancel its project at any time, especially in cases of force majeure, without any claim being made by the Participants. The amended regulation with amendment (s) will be deposited, if necessary, on the website of Swiss Space Tourism ([www.swiss-space-tourism.ch](http://www.swiss-space-tourism.ch)).

8.6 Once registration as an active or passive member of the Swiss Space Tourism Association has been confirmed, no refund of registration fees will be possible for any reason whatsoever.

## **Article 9 - Conditions of exclusion**

Participation in this contest implies the full acceptance of the terms and conditions set forth in the present rules without any reservation or precondition of the Participant, the non-respect of the aforementioned rules, resulting in the exclusion of the contest, the outright nullity of his participation. and the awarding of prizes, no refund and / or compensation can be claimed.

## **Article 10 – Fees**

Internet connection fees to participate in the "A Ticket for Space" project are not reimbursed, like any other fees that participants may incur in any capacity whatsoever.

**Article 11 - Deposit of the regulations**

11.1 The deposit of these rules has been made via the website [www.swiss-space-tourism.ch](http://www.swiss-space-tourism.ch).

11.2 These rules are available online at [www.swiss-space-tourism.ch](http://www.swiss-space-tourism.ch) by clicking on the link containing the word "contest rules".

**Article 12 - Jurisdiction and applicable law**

12.1 This Regulation is subject to Swiss law. Parties shall endeavor to resolve amicably any difference arising from the interpretation or execution of this Regulation. If the disagreement persists, it will be submitted to the Geneva courts.

12.2 By entering the contest "A Ticket for Space", the participant acknowledges having read these rules, which is an integral part of the contract, accepting it without reservation and complying with it.

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Boris Otter

The Organizer of the project "A Ticket for Space"

President and Founder of Swiss Space Tourism Association.

Geneva, June 4th, 2019 (cancel and replace the version dated April 12<sup>th</sup>, 2019).

The official version of the contest rules is the french one.