

## **RULES FOR THE PINKIDS® "BACK TO SCHOOL" PRIZE DRAW COMPETITION**

### **ARTICLE 1 - Organising company**

The PINK LADY® EUROPE ASSOCIATION, a company registered with the RCS (Trade & Companies Registry) under the number 421 352 550 00048, of which the registered office is located at 145 avenue de Fontvert, 84130 LE PONTET (hereinafter referred to as the "**organising company**"), is organising a prize draw competition (hereinafter referred to as the "**competition**"). It is a prize draw competition with no obligation to purchase.

### **ARTICLE 2 - Duration of the competition**

The competition will run from **03/08/2020 at 0h00** to **27/09/2020 at 23h59 (local time)**. Entries must be in by **27/09/2020 at 23h59 (local time)**. After this date, it will no longer be possible to take part in the competition. In order to check compliance with the deadline, the date of receipt of the data, recorded electronically on the servers of the organising company, shall apply.

- Ireland: from 03 August to 27 September 2020
- Spain: from 03 August to 27 September 2020
- Norway: from 03 August to 27 September 2020
- France: from 10 August to 27 September 2020
- Germany: from 17 August to 30 August 2020
- Belgium: from 17 August to 27 September 2020
- Netherlands: from 24 August to 27 September 2020
- Luxembourg: from 31 August to 27 September 2020

### **ARTICLE 3 - Terms and conditions of participation**

The competition is open to any natural person of adult age residing in the following countries: France, Netherlands, Ireland, Belgium, Luxembourg, Spain, Norway and Germany. With the exception of the staff of the Organising Company, as well as employees of the companies involved in organising the competition and their respective families (partners, spouses, children, parents, brothers, sisters).

Access to the competition is limited to ten (10) entries per email address or per household.

In order to take part in the competition, participants must register on the [www.pinkids-backtoschool.com](http://www.pinkids-backtoschool.com) website (hereinafter referred to as the "**Site**"), once they have read the URL of the competition via the dedicated publicity channels, namely, and depending on the participating countries: sticker on pack, dedicated Facebook post. Apart from the log-in fees applicable depending on the mode of transmission chosen by the participant (mobile phone, Internet), participation in the competition is free of charge and there are no hidden costs.

#### **In order to take part in the competition, participants must:**

- Log in to [www.pinkids-backtoschool.com](http://www.pinkids-backtoschool.com), as shown on the dedicated publicity channels.
- Accept these rules;
- Follow the instructions indicated once they have started playing and click on the suggested answers when instructed to do so or wait 30 seconds to finish this step using the "finished" button which will be displayed. The participant's final registration in the draw is not affected by any right or wrong clicks that the participant may have made;
- Fill out the form and provide their identification details so as to confirm their participation and enter the draw;

Participants are themselves responsible for the accuracy of the data entered. Any entry or registration that is incomplete, does not comply with the conditions for participation as explained in these rules, or which has been falsified, not validated, sent after the deadline or in any other form other than that stipulated above, or which contains incorrect or false information will not be accepted and will be deemed null and void.

In the event of a claim, it is up to the participants to prove that they have behaved in accordance with these rules. The participants authorise the organising company to carry out any necessary checks concerning their identity or home address.

The organising company reserves the right to bar participants from the competition for serious reasons and from claiming the prizes awarded, in particular if it has good reason to suspect that inaccurate information has been provided, or if these rules have been tampered or not-complied with or if there has been any other illegal behaviour by the participant likely to unduly harm the image of the organising company. In this case, the prize shall as of rights remain the property of the organising company, which may use it as it sees fit and in particular draw another winner at random.

#### **ARTICLE 4 - Terms and conditions, selection of the winner, running of the competition**

The draws will be made by the Organising Company and will select **sixteen (16)** winners from among all the participants. It will take place no later than **10/10/2020**.

The winners will be informed of the prizes that they have won, by e-mail sent to the e-mail address provided when they registered, within 30 days after the date of the draw.

The organising company may not be held liable should it be impossible to award prizes in the event of incorrect or incomplete information being entered, or in the event of it not having been informed of a change to the information. Should it be impossible to send the announcement of the prize or the win, the organising company is not obliged to carry out any further searches. Any winner who does not reply within two weeks of having been notified of his/her prize shall be deemed to have forfeited it; no other winner shall be drawn.

#### **ARTICLE 5 – Prizes in the draw**

An international random draw will select a total of **sixteen (16)** winners, who will win:

- **1x "out-of-the-ordinary" nature holiday;** for a maximum of 4 persons in the country where the winner is located. The destination and the dates of the stay will be agreed with a partner operator selected according to the winner's location, for a maximum value of €800 incl. VAT. Accommodation for 2 nights minimum, 3 nights maximum is included. Travelling costs to the destination are not included.
- **1x child's electric scooter;** of a maximum value of €400 incl. VAT excluding delivery costs.

A random draw from among the participants from **Ireland will select six (6) winners**, who will win:

- 3x nature holidays each worth €350 incl. VAT (i.e. a maximum total value of €1050 incl. VAT) excluding travelling costs to the destination + 3x child's electric scooters each worth €300 incl. VAT excluding delivery costs (i.e. a maximum total value of €900 incl.VAT)

A random draw from among the participants from **Germany will select four (4) winners**, who will win:

- 2x nature holidays each worth €600 incl. VAT (i.e. a maximum total value of €1200 incl. VAT) + 2 child's electric scooters each worth €400 incl. VAT excluding delivery costs (i.e. a maximum total value of €800 incl.VAT).

A random draw from among the participants from **Spain will select a minimum of four (4) winners**, who will win:

- 4x child's electric scooters each worth €400 incl. VAT excluding delivery costs (i.e. a maximum total value of €1600 incl. VAT excluding delivery costs)

No player who has been selected as a winner in any of the draws is allowed to be a winner again.

The winners will be put in touch with the partner when their prize is allocated. The Organising Company reserves the right to release the winner's personal data to the partner in charge of the organisation, so that the partner can contact the winner in order to make use of the prize.

The value of the prize is determined at the time when these rules were drawn up and its value may not be contested. Any expenses incurred after the competition, in particular for the maintenance and use of the prize, are entirely the winner's responsibility. The actual value of the prize will vary depending on the period for which the prize is reserved which is agreed between the organising company and the winners.

If the prize is returned having not been delivered, the prize will be kept for the participant to claim for 15 days. After this period, the participant may no longer claim it.

The winner undertakes to accept the prize as offered without having the possibility of exchanging it, in particular for cash, other goods or services of any kind whatsoever, nor of transferring the winnings to a third party. Likewise, this prize may not be the subject of a claim for consideration.

The winners declare that they are responsible for any administrative formalities required to obtain and use the prizes (including administrative formalities, visa, passport, etc.) and undertake to ensure that any persons accompanying them complete the same formalities in the same way. It is pointed out that the winners and any persons accompanying them must have an identity document which is valid on the date of travel and, where applicable, a visa depending on their nationality, which they must obtain at their own expense and within a period of time that allows them in any event to travel on the agreed dates. The Organising Company may not under any circumstances be held liable for these formalities and any deadlines concerned, which might prevent the winners from using their prizes and from allowing those accompanying them to benefit from them.

The Organising Company may not be held liable should it be impossible to award the prizes in the event of incorrect or incomplete contact details having been entered, or in the event of it not having been informed of a change of contact details, or more generally should an event beyond the control of the Organising Company occur.

If it appears after the winner's file has been compiled, that there is any doubt as to the accuracy of any part of the contact details provided by the winner, the Organising Company reserves the right to request any documents which prove their names, address and email address. Failing this, the prize shall not be awarded.

Should the winner not be able to use his/her prize for any reason whatsoever, the prize will remain the property of the Organising Company and will not be awarded to any other participant.

Prizes may not be awarded in any form other than that stipulated in these rules. No prize which has been won may be transferred.

Under no circumstances may prizes be taken back, exchanged for their value in cash or for another prize, nor may they be transferred to third parties. Winners may not contest the prizes that they have won in any way. The winners undertake not to question the liability of the Organising Company with regard to the prizes.

In the event of force majeure or if circumstances so require, the Organising Company reserves the right to replace the prizes by prizes of the same value. It may not be held liable as a result.

The Organising Company may not be held liable for any incident which may occur during the use of the prize. It may not be held liable should it be impossible for a winner to use his/her prize.

"The organising company" reserves the right, in the event of the occurrence of an event beyond its control, in particular concerning its suppliers or as a result of unforeseeable circumstances, to replace the prize which has been announced by a prize of an equivalent value. The winner will be kept informed of any changes.

#### **ARTICLE 6 - Discontinuation or interruption of the competition**

The organising company may at any time stop, extend or postpone the competition if it appears or if there is a serious suspicion, that fraud has occurred in any form whatsoever (implementation of an automated response system, unusual winning rate, etc.), in particular by computer or telephone as part of the participation in the competition, and in particular in the event of wrong information having been provided. The same applies if the smooth administrative and/or technical running of the competition is disrupted by a virus, computer or telephone bug, unauthorised human involvement or any other cause beyond the control of the organising company. In this case, it reserves the right not to award the prize.

No legal claim may be made against the organising company in the event of the competition being stopped or interrupted. The organising company reserves the right to prosecute the perpetrators of any disruption before the competent courts.

#### **ARTICLE 7 - Limitation of liability**

The organising company is fully liable in the event of intentional and grossly negligent behaviour as well as any prejudice resulting from harm to life or limb or to health, including if this was caused by its companies, employees and workers.

It may not be held liable in any other way, on any grounds whatsoever, except in the event of non-compliance with an essential contractual obligation (cardinal obligation). A cardinal obligation is deemed to be any obligation stipulated in the contract without which the required objective cannot be achieved and which the contracting party could legitimately expect to be met. In such a case, liability is limited to typical foreseeable damage.

The organising company may not be held liable for any loss of data, particularly during data transmission or for any other technical faults. It is the responsibility of each participant to take all appropriate measures for protecting their software and terminals against viruses and other technical attacks. All of the organising company's sites are protected by robust technical systems against technical attacks as well as against the intrusion and dissemination of viruses by third parties.

The organising company may not be held liable for any incident which may occur during the use of the prize. It may not be held liable should it be impossible for a winner to use his/her prize.

The Organising Company reserves the right, without it being possible for it to be held liable, which the participants accept, not to award a prize to any winner whose public statements - made in particular but not exclusively on social networks - may be contrary to public order and common decency and which in particular constitute incitement to commit crimes or offences, to engage in discrimination, hatred or violence, on the grounds of race, religion, gender or sexual orientation, ethnicity or nationality, advocating Nazism, denial of the existence of crimes against humanity, undermining of the authority of the courts, defamation and insult, invasion of privacy, or acts which endanger minors, as well as any comments relating to prohibited objects and/or works, messages of a defamatory, rude, offensive, or violent nature or which break current laws, messages about tobacco, alcohol and drugs which do not comply with current legal provisions, messages inciting the use of prohibited substances or suicide, or any dangerous behaviour, messages which infringe the rights of others and the safety of people and property in breach of the private nature of correspondence, which contain nude scenes, or which contain a message that directly or indirectly promotes any opinion, ideology or religion whatsoever, with this list not being exhaustive. More generally, the Organising Company reserves the right, without it being possible for it to be held liable in this respect, which the participants accept, not to award the prize to any winner whose public statements could, directly or indirectly, cause any damage whatsoever to the image of the Organising Company, its products and/or services or its brands.

Participants are informed that if the Organising Company is alerted by any means whatsoever about such remarks, it is at liberty to disqualify the person in question, refuse to allow him/her to be selected as the winner and refuse to present him/her with the prize (in this eventuality, the prize shall remain the property of the Organising Company, which may use it as it sees fit). If necessary, the Organising Company shall hand over the disputed contents to the administrative or judicial authorities.

The Organising Company may not be held liable if, due to force majeure or any event beyond its control, the Competition were to be cancelled, extended, shortened, modified or postponed.

Any change will be announced in advance by any appropriate means. Additions and changes to the rules may then be published during the Competition. They will be considered as appendices to these rules.

The Organising Company may also not be held liable for any malfunction which prevents the smooth running of the Competition or which has damaged the Participant's computer system or for the incorrect routing of e-mails by the operators.

It is the responsibility of each Participant to take all appropriate measures for protecting their own data and/or software stored on their equipment (computer, mobile phone...) against any attack.

The Organising Company may not therefore be held liable for any material or immaterial damage caused to a Participant, to their computer and/or telephone equipment and to the data stored therein, or for any direct or indirect consequences which may result therefrom, in particular with regard to their personal or professional business. Participants are fully responsible for their logging in to the Competition site and for their participation in the Competition, and are responsible for protecting their own data, software and computer and telephone equipment against any attack. Participation in the Competition implies knowledge and acceptance of the characteristics and limitations of the Internet, the lack of protection of certain data against possible misuse and the risks of contamination by viruses which may be circulating on the Internet.

The Organising Company may not be held liable for delays, losses, thefts, damage to letters, poor legibility of postmarks caused by the postal services. It may also not be held liable and no legal action may be taken against it in the event of the occurrence of force majeure events (strikes, bad weather, etc.) which partially or totally deprive participants of the opportunity of participating in the competition and/or the winners of benefitting from their winnings.

The Organising Company may cancel or suspend all or part of the Competition if it appears that fraud has taken place in any form whatsoever (implementation of an automated response system, unusual winning rate, etc.), in particular by computer or telephone as part of the participation in the competition, and in particular in the event of wrong information having been provided. In this case, it reserves the right not to award the prize to fraudsters and/or to prosecute the perpetrators of such fraudulent acts before the competent courts.

The Organising Company as well as its partners may not under any circumstances be held liable for any incidents which may occur during the use of the prizes by the beneficiaries or their guests once the winners have taken possession of them.

In all cases, if the smooth administrative and/or technical running of the Competition is disrupted by a virus, computer or telephone bug, unauthorised human involvement or any other cause beyond the control of the Organising Company, then the Organising Company reserves the right to interrupt the Competition.

#### **ARTICLE 8 - Protection of personal data**

As part of their participation in this competition, and in general, during their communication with the organising company, participants are required to provide certain items of personal data concerning them.

This personal data and in particular any data containing names, provided by the participants, will be processed by computer by the organising company.

Personal data is used by the organising company to allow the smooth running of the competition. Winners' data may be published on the organising company's website using an abbreviation of the name of the winner. In addition, it is necessary to send the winners' data to the partners who organise or send the prizes, the postal services or the parcel deliveries. The personal data which has to be provided, is indicated as such on the forms. This data has to be provided because of the need to be able to contact the winning participants and to send the prizes to them. This data has to be collected in order for players to participate in the competition and for the prizes to be awarded. Consequently, any persons who exercise their right to have their data erased before the end of the competition and the presentation of the prizes are deemed to have foregone their participation and their right to any prize.

If the participants have also registered to receive the Pink Lady® newsletter, their personal data may be used by the organising company or the companies linked to it for direct advertising purposes, for sending offers based on the analysis of uses and which target areas of interest, for the organisation of competitions, by e-mail, and in order to enable statistical studies, analyses and audience ratings to be carried out (hereinafter referred to as "**use for advertising purposes**"). However, personal data shall only be used for advertising purposes if the participant has given his or her express consent prior to entering such data. Participation in the competition is not conditional on consent having been given for personal data to be used for advertising purposes. Consent may be withdrawn at any time by writing to the organising company. Participants may continue to participate in this competition even after withdrawing consent.

Personal data will not be sent to companies which are not linked to the organising company beyond the provisions of this contract.

Participants are informed that when they enter the site, a cookie will be stored on their computer's hard drive. This is a small computer file which records browsing activities on the site. Cookies are used to identify the participant in order to enable him/her to access information more quickly, by avoiding the need to re-enter the information. Under no circumstances may such cookies damage the data in the participant's computer. Participants may object to this cookie being placed on their hard disk by disabling this function in their browsing software. If this function is disabled, participants are still able to enter the site and participate in the competition.

#### **ARTICLE 9 - Legal basis, data collected, storage period, rights of the participant**

This data will only be kept by the organising company for the time necessary for the purposes set out above.

Participants are entitled at any time to view the personal data concerning them, to have it corrected, deleted or erased. In addition, participants are entitled to limit the processing and to their data being portable as well as being entitled to refuse automated decision-making, including profiling.

Participants are also entitled to withdraw at any time the consent that they have given for their personal data to be processed. Participants are entitled to issue instructions on the use of their data after their death. In order to exercise this right, the organising company must be contacted in writing. Should any participant (member) not be satisfied with the correspondence, they are entitled to lodge a complaint with the National Commission for Information Technology and Civil Liberties (CNIL).

As part of their participation in the Pink Lady® competition and, in general, the correspondence with Pink Lady® Europe, participants are required to provide a certain amount of personal data concerning them.

This data is processed by the Pink Lady® Europe association, whose contact details are shown at the beginning of this document.

The legal basis for this processing is:

The performance of a contract for managing the participant's participation in the Pink Lady® competition.

The legitimate interest and, where applicable, the consent of the participant for the enrichment and enhancement of the customer/prospect base, the development of Pink Lady® offers and in particular the provision of customised offers based on the analysis of uses, the organisation of prize draw competitions, the performance of statistical studies, analyses and audience ratings, information provided to the member through, in particular, the distribution of the Pink Lady® newsletter. Compliance with a legal obligation to combat fraud and money laundering as well as archiving obligations.

#### **PURPOSE:**

The purpose of this processing is to guarantee participants optimal use of the benefits of the prize draw competition and to enable Pink Lady® to tailor its offers and keep participants informed.

## DATA COLLECTION:

The types of data which are collected are:

Identity data (surname, first name, title),

Contact data (postal addresses, email address, telephone number),

Log-in data (IP address, date and time of participation)

Authentication data (encrypted password),

Data relating to the use of the unique Pink codes and the operation of the Pink Lady® member's account (IP address, date and time of entry of each unique code, data relating to the orders, number of Pink points to date, whether they are active or expired, data relating to the administration of the member's account, particularly in the event of it being blocked, data relating to affinity interests (hobby) or family circumstances (number and age of children) with a view to providing suitably adapted offers).

The duration of the processing of personal data is:

- For competition participation data: 90 days from the draw date
- For contact data: 90 days
- For mailing list subscription data: 3 years
- For Club account data: instantly as soon as the account is deleted

For the data necessary for performing the Contract:

the duration of performance of the Contract, beyond:

- for 5 years as proof of the civil contract,
- for 10 years as part of the accounting requirements.

Pink Lady® Europe will only keep this data for the time necessary for the purposes set out above. The data will therefore be kept for the following periods:

For the data required for managing the member's Pink Lady Club® membership: the duration of membership of the Pink Lady Club®

Beyond that:

For 3 years from the end of the member's membership of the Pink Lady Club® for sales canvassing purposes.

For 5 years as proof of the contract within the meaning of the Civil Code.

For the duration required by current provisions for data which is kept as part of a legal obligation.

Only (i) the internal Pink Lady® teams in charge of the management and administration of the Pink Lady Club® and (ii) the service providers appointed by Pink Lady® to assist it in the management and administration of the Pink Lady Club® and, in particular, the advertising agencies, Webmasters and hosting providers appointed by Pink Lady®, as well as the service providers responsible for centralising orders and shipments and answering members' questions or requests, have access to this data, within the limits of their respective powers.

The personal data which has to be provided is indicated as such on the forms. The data is compulsory because of the need to be able to contact the winning participants so that they can be given their prizes, as well as to run the Pink Lady Club® and to tailor the Pink Lady® offers and the advantages of the Pink LadyClub® so that they match the needs of members as closely as possible. Without this data, Pink Lady® will not be able to register the member's membership of the Pink Lady Club®.

Members are entitled to access, correct, erase and object to personal data concerning them at any time, to limit the processing of such data and to their data being portable as well as being entitled to refuse automated decision-making, including profiling. Members are also entitled to withdraw at any time the consent that they have given for the processing of their personal data. Finally, members are entitled to issue instructions regarding the fate of their data after their death. In order to exercise this right, they need only send a letter or an email to the following address: Pink Lady® Europe, 145 avenue de Fontvert, 84130 Le Pontet, France; [customerservice@pinkladyeurope.com](mailto:customerservice@pinkladyeurope.com) along with proof of identity. Should any member not be satisfied with the correspondence, he or she is entitled to file a complaint with the National Commission for Information Technology and Civil liberties (CNIL).

#### **Article 10: Industrial and intellectual property**

Any unauthorized reproduction, whether total or partial, of these trademarks, logos and signs constitutes an infringement punishable under criminal law.

All trademarks, logos, texts, images, videos and other distinctive signs reproduced on the site as well as on the sites which are accessible from this site via hypertext links, are the exclusive property of their owners and are protected as such by the provisions of the Intellectual Property Code which are applicable worldwide. Any unauthorised reproduction of them constitutes an infringement punishable under criminal law.

By taking part in this competition, participants accept these rules fully and completely.

#### **Article 11: Agreement on evidence**

By express agreement between the participant and "The organiser", only the computer systems and files of "The Organiser" shall provide authentic evidence.

The computerised registers, which are kept in the computer systems of "The organiser", under conditions which offer reasonable security and reliability, are considered proof of the interaction and communications between the Organising Company and the participant.

It is consequently agreed that, except in the case of an obvious error, "The organiser" may invoke, in particular for the purpose of providing proof, any act, fact or omission, programs, data, files, recordings, operations and other details (such as progress reports or other statements) of a computer or electronic nature, format or version, which have been compiled, received or kept directly or indirectly by "The organiser", in particular in its computer systems.

The details in question thus constitute proof and if they are produced, as evidence by "The organiser" in any legal or other proceedings, they will be admissible, valid and enforceable between the parties in the same way, under the same conditions and with the same probative value as any document which may be drawn up, received or kept in writing.

Operations of any kind carried out using the log-in and code allocated to a participant, following registration, are irrefutably presumed to have been carried out under the participant's responsibility.

#### **Article 12 - Other provisions**

The organising company reserves the right to rule without appeal on any difficulty which may arise in connection with the interpretation or application of these rules, with it being understood that in particular no competition conditions, results, winnings or their receipt, may be disputed once one

month after the end of the competition has elapsed. Except in the case of obvious errors, it is agreed that the information contained in the competition systems of "The organiser" has probative value in any dispute concerning the log-in and computer processing details of such information regarding the competition.

The rules in full can be viewed free of charge on the Site or by writing to the address of the Organising Company.

The Organiser reserves the right, without it being possible for it to be held liable, to shorten, postpone, modify, extend, or cancel the competition, its rules and prizes, if circumstances so require.

Any changes which may be made to these rules will be considered as amendments to these rules, and may be consulted on the Site under the same terms and conditions.

In these cases the participants or any other person may neither demand to be informed on an individual basis nor claim interest or damages.

The terms and conditions of the game were filed with the SAS EXADEX (Guillemain-Durroux-Lançon-Schuyten-Georget), bailiff in MONTPELLIER, at 161 rue Yves Montand, Parc 2000. The terms and conditions may be found on the following website : [www.pinkids-backtoschool.com](http://www.pinkids-backtoschool.com) and can be sent free of charge to the address of the participant on simple written request.