

# Framework rules of the Kiwipwatch contests:

## ARTICLE 1: Organising Company

KIWIP TECHNOLOGIES, SAS, a simplified company with shares, with a capital of €649,803.00, registered with the MEAUX Trade and Companies Register under No. 818626293, having its registered office located at PARC ARTISANAL 1 IMPASSE DES PAILLONS 77700 BAILLY-ROMAINVILLIERS

and

Its possible partner(s), as specified by amendment, hereinafter collectively referred to as the “Organising Company”

organises on its behalf, or on behalf of advertisers, free contests with no obligation to purchase (hereinafter referred to as the “Contest(s)”), announced and presented, in whole or in part:

- on the website [www.kiwip.eu](http://www.kiwip.eu) (hereinafter collectively referred to as the “Sites of the Organising Company”)
- on the Facebook pages, Twitter accounts, Instagram and/or any page or account of another social network of the Organising Company's Sites and possibly on the site of the advertisers represented (hereinafter referred to together as the “Third Party Sites”),

or via any other event system set up on this occasion in accordance with the terms and conditions described in these rules and specified by amendment.

## ARTICLE 2: Acceptance of the Rules

These Rules constitute a framework regulation (“the Framework Rules”).

The specific terms and conditions of each Contest will be set out in detail by means of an addendum (hereinafter referred to as the “Amendment(s)”), indicating in particular the title of the Contests, the session and type of Contest, the conditions of participation, which may be extended, and the prizes offered.

Participation in the Contests implies prior full and complete acceptance of the Framework Rules and their Amendments, as well as of the principle and spirit of the Contests. No appeal concerning the conditions of organisation of the Contests, their conduct or results may be admitted. Any person contravening one or more of the Articles of the Framework Rules and/or the Amendments will be deprived of the possibility of participating in the Contests, as well as of any prize that he or she may have won.

## ARTICLE 3: Terms and conditions of participation

Participation in the Contests is open from 1 January to 31 December inclusive, the date and time of the connections of the participants, as recorded by the computer systems of the Organising Company and/or its technical service providers, being proof of this.

Participation in the Contests is open to any natural person over the age of majority who is domiciled in mainland France and who has Internet access and a Facebook, Twitter, Instagram and/or any other social network account, where applicable, with the exception of persons with a legal link to the Organising Company (permanent and occasional employees of the companies concerned and their direct families, ascendants, descendants and spouses).

The Contests are free and without obligation to purchase. They are accessible 24 hours a day on the Sites of the Organising Company or Third-Party Sites, subject in particular to possible maintenance operations on the Contests servers.

To take part in the Contests, Internet users will have the opportunity to try their luck via the Internet.

## Participation via internet:

The Internet user must register on the Site of the Organising Company: [www.kiwip.eu](http://www.kiwip.eu) and/or one of the Third-Party Sites, whether it be the Facebook pages, Twitter accounts, Instagram and/or any other social network of the Sites of the Organising Company, or the sites of the advertisers represented and/or via any other event system set up on this occasion.

To this end, he or she will fill in all the mandatory fields of the registration form (for information: e-mail, surname, first name, address, city and country). The list of these criteria may be extended for certain Contests.

In addition, the Internet user may subscribe to the mailing lists of the newsletters and/or to the “partner offers” of the Organising Company's Sites, and, where applicable, his or her data will also be communicated to the partners.

The participants certify that they have read the general terms and conditions of use of the social network Facebook, Instagram and/or Twitter and/or any other social network and release these companies from any liability. The Contests are not associated with and/or managed and/or sponsored by Facebook, Twitter, Instagram and/or any other social network.

## ARTICLE 4 - Contest principle and terms of use

### 1. General information

Participation in the Contests is limited to one (1) entry per household (same name, same mailing address). Most of the time and in the absence of an express mention to the contrary indicated by an amendment to these Framework Rules, in the event that a participant makes several entries, only the entry that reached the Organising Company first will be taken into account. Participants elect domicile at the address they have indicated. Incomplete, inaccurate or fanciful entries will not be taken into account. The Organising Company reserves the right to carry out any checks required for the proper application of this Article.

The principle of the Contest will be defined in the Amendment.

At the end of each Contest session, the Organising Company shall make a selection from among all the participants, depending on the number of prizes, according to one of the methods of designation defined in Article 5 hereof.

The Organising Company assumes no liability in the event of poor or non-receipt of entries by electronic means for any reason whatsoever.

## 2. Special Terms of Use

### 1. Communication by the participant of protected content ("Contributions")

For certain Contests, the participant may be required to communicate video, photo, written, musical or other content protected by intellectual property rights (hereinafter referred to as "Contributions") to the Organising Company.

For these Contributions, the participant expressly agrees to grant on a non-exclusive basis to the Organising Company all intellectual property rights, namely all economic rights (reproduction rights and representation rights) recognised as pertaining to the authors by copyright, and all economic rights (reproduction rights and rights of communication to the public) recognised as pertaining to the performers and producers by the neighbouring rights necessary for the broadcasting of the Contributions on the Sites and/or any other media (TV, radio, etc.). ... of the Organising Company, its sister companies and/or its partners and/or and Third-Party Sites for mainland France and possibly all other countries from which the Sites are accessible, for the duration of the intellectual property rights without being able to demand any financial consideration or any benefit whatsoever other than the prize.

The participant guarantees to the Organising Company, where applicable, that:

- He or she is the holder and/or assignee of all intellectual property rights and all other rights to the Contributions;
- The Contributions proposed by him or her within the framework of the Contests are original creations and are legally available and are not encumbered, for any reason whatsoever, partially or totally, directly or indirectly, by the rights of third parties.
- He or she is solely responsible for the Contributions and the conditions of their above-mentioned distribution.

The Contributions comply with all applicable legislation and more particularly (the following list is not exhaustive):

- The intellectual property rights of third parties;
- The reputation, privacy and image of third parties. The participant guarantees that he or she has obtained the consent of any person appearing in the Contribution under the conditions and for the purposes described in these rules. The Contribution does not contain minors.
- Public order and morality, the security or integrity of a State or territory, nor incite to commit a crime, a misdemeanour or an act of terrorism;
- Do not contain disparaging, defamatory or discriminatory remarks;
- Are not paedophilic or pornographic in nature;
- Do not offend the sensibilities of minors.

Any third party who considers in good faith that the Contribution infringes any of their rights is invited to inform the Organising Company.

The Organising Company reserves the right at its sole discretion to accept, refuse or delete any Contribution without having to provide objective justification

## 2. Authorisation to make use of the personality rights of the Participant (the “Contents”)

For certain Contests, the participant may be required to appear on videos, photos and written material (hereinafter referred to as “Content”) produced by the Organising Company.

The participant expressly accepts that the Organising Company, its sister companies and its partners may exploit, on a non-exclusive basis, all its personality rights (name, image, voice, without this list being exhaustive) necessary for participation in the Contest, for the purpose of broadcasting the Content on the Sites and/or the radio and/or television media of the Organising Company, its sister companies and its partners, and also on the Third Party Sites for mainland France and possibly all other countries from which the Sites are accessible, for the duration of the Contest as defined by the Organising Company.

## ARTICLE 5: Methods of designating and informing the winner(s)

The method of determining the winner(s) of a Contest will be specified in the amendment relating to Contest involved, as well as the corresponding participation periods.

At the end of each Game session, the winner(s) may be designated in one of the ways defined below, the list is not exhaustive. Any mode of designation not listed will be detailed by way of an amendment.

### Simple random draw

The winner will be determined by a random draw. The latter will be carried out by the Organising Company, in order to designate the winner(s) from among all the participants duly registered and who will have satisfied the conditions of the Contest.

Only one prize will be awarded per winner (same name, same address).

No message will be sent to the losers.

### Drawing combined with another method of designation

A certain number of entrants who satisfy the conditions of the Contest will be selected according to criteria defined by amendment, such as the highest number of points, correct answers, views or votes obtained, and the winner will then be drawn at random from among these selected entrants by the Organising Company.

Conversely, the participant may be drawn at random initially from among those participants who satisfy the conditions of the Game. Then the winner will be selected according to criteria defined by amendment, such as the highest number of points, a correct answer or other.

Only one prize will be awarded per winner (same name, same address).

No message will be sent to the losers.

## Winner selected by “winning moment”

A prize (or several prizes) is (or are) put into play and awarded at winning moments previously defined at random by the Organising Company, on a recurring basis (e.g., each day, each week) or on a one-off basis.

Each winner will be informed through the display of a visual announcing, for example, “won”.

The winning moment is “open”. A winner is thus declared a participant who validates his or her entry at the time of the winning moment (date, hour, minute, second of the Contest server) or if no participant validates at that time, the participant who plays first after that winning moment. In the event that several entries are made at the same winning moment, only the first validated entry, registered on the server, will allow the winner to win the prize put into play.

Only one prize will be awarded per winner (same name, same address).

No message will be sent to the losers.

## Winner selected by “winning rank”

The winner(s) will be determined beforehand by a mechanism where the frequency of winning is established randomly by the Organising Company according to a certain number of connections to the site, viewing of a video or other. For example, the Organising Company anticipates that the 500th person who clicks and the 1,500th person who clicks a video or who views the Site of the Organising Company will be the winners.

Each winner will be informed through the display of a visual announcing, for example, “won”.

In the event that several entries are made at the same winning moment, only the first validated entry, registered on the server, will allow the winner to win the prize put into play.

Only one prize will be awarded per winner (same name, same address).

No message will be sent to the losers.

## Winner who made the best predictions

Participants will be selected according to their exact prediction(s) or closest match to the real outcome on an event determined by means of an amendment. In the event of a tie between several participants, the winner will be drawn at random from among these selected entrants by the Organising Company.

Only one prize will be awarded per winner (same name, same address).

No message will be sent to the losers.

## Information of the winner(s)

The winner will be informed of the procedure to be followed to obtain his/her prize:

- Either personally by e-mail, post, telephone or SMS to the number indicated at the time of registration;
- Or by an information message on the Sites of the Organising Company and/or one of the Third-Party Sites, be it the Facebook pages, Twitter accounts, Instagram and/or any other social network of the Sites of the Organising Company and/or via any other event device set up on this occasion.

The winner can only be considered as such if he or she has provided his or her contact details in a comprehensible manner and if they prove to be correct. Failing this, his or her participation will not be taken into account and the person will not be entitled to any prize.

A period of eight (8) days, which may be extended at the sole discretion of the Organising Company, shall elapse from the receipt of the information that the participant has won, if the winner has not notified the Organising Company in accordance with the terms and conditions of the information and/or has not communicated to the Organising Company all the elements necessary for the prize to be sent, or if, contacted by the Organising Company, a participant declares that he or she refuses the prize, the prize shall then be definitively lost. The designated participant shall not be able to justify any prejudice and therefore expressly waives any claim in respect of the foregoing. The Organising Company shall put the prize(s) back in play.

The winner accepts in advance that his or her surname, first name, photograph, if any, as well as the indication of his or her city and department of residence or Contributions and the Contents defined in Article 4.2 are published for promotional purposes on the Sites and/or any other media (TV, radio, etc.) of the Organising Company, its sister companies and/or its partners and/or the Third-Party Sites, without being able to demand any financial consideration or any benefit whatsoever other than the prize won.

However, publication shall not be an obligation incumbent on the Organising Company.

## ARTICLE 6: Prizes

For each session of Contest, the prizes will be detailed in an Amendment.

The winner(s) designated according to the method of designation chosen will be awarded the prize(s) according to the choice of prize made at the time of registration for the Contests. The prize(s) will be accepted as stated above. The prize(s) won may not be exchanged, taken back or be the subject of a financial equivalent. No change of date will be accepted if there is a date for the use of the prize(s) (e.g., concert, or cinema tickets, festivals, etc.). No photo or document relating to this prize is contractual. Should

circumstances so require, the Organising Company reserves the right to replace the advertised prize with a prize of equivalent value or similar characteristics.

The management of the prizes and their delivery to the winner shall be carried out by the Organising Company. The cost of sending the prize to the winner shall be borne by the Organising Company.

If the prizes consist of a trip and/or stay outside France, the winner(s) shall be solely responsible for satisfying all customs and regulatory conditions for leaving France territory and entering a foreign country and, as such, shall have a valid passport or identity document, as the case may be, for the duration of said trip/stay. Any complaints concerning the availability of the grants may not consist of financial compensation and/or financial equivalent. It is specified that the Organising Company will not provide any guarantee, assistance, enjoyment or provision of services, the prizes consisting solely of the awarding of such prizes. Consequently, and unless expressly provided for in the description of the prizes, all incidental expenses relating to these prizes or general expenses related to the taking possession of the prizes - in particular travel expenses to the destination, meals, accommodation, etc. - shall be borne by the winner(s). No payment or reimbursement will be due in this respect.

In any event, the terms and conditions for making the prizes available will be in accordance with the terms and conditions communicated by the Organising Company.

Any prize returned to the Organising Company after being dispatched (within the limit of a maximum of two dispatches) to the winner and which is not claimed within the following month will be lost to the winner and will remain the property of the Organising Company.

Likewise, any prize to be withdrawn that is not claimed by a winner within the time limit will be definitively lost, without any possible dispute or claim on the part of the winner.

Only one prize may be awarded to a participant (same contact details) for the entire duration of the Contest, including any renewal periods.

## **ARTICLE 7: Free participation via the Internet**

For information purposes, as Participants use access providers that integrate telephone and internet connections at a flat rate with regard to current offers and services, participation in the Contest is by nature free of charge.

Moreover, Participants declare that they already have Internet access available for their use.

## **ARTICLE 8: Personal data processing**

It should be borne in mind that to participate in the Games, participants must provide certain personal information concerning them (surname, first name, address, etc.).

This information is recorded and stored in a computer file and is necessary to take into account their participation, to determine the winners, to attribute and to send prizes, to enrich the customer databases, as well as to check in case of

complaint, in accordance with the terms and conditions of these rules. This information is intended for the Organising Company, and may be transmitted to its technical service providers and/or to a service provider ensuring the dispatching of the prizes, as well as to its sister companies and/or its partners in the event of prior and express authorisation.

In the event of prior and express authorisation, this personal data may also be processed by the Organising Company of the Contests, its sister companies and/or its commercial partners, for the purpose of sending editorial and/or promotional newsletters.

The participants' contact details are used in accordance with the "Data Protection Act" of 6 January 1978 as amended and/or any other text that may amend or replace it, in order to manage participation and the awarding of prizes. The personal data of the participants will be kept for a maximum period of 2 years from the last contact of the participant with the Organising Company.

In accordance with the Law of 6 January 1978 as amended, and/or any other text that may amend or replace it, participants have the right to access, correct and delete information concerning them communicated to the Organising Company in the context of the Contests.

Within the framework of its commercial agreements, the Organising Company may be required to transfer to its commercial partners the personal data of participants in the Contests. The participants shall have the right to object to such transfer.

The participants may exercise their right to access, rectify, delete or object by sending their request:

- by email to [contact@kiwip.fr](mailto:contact@kiwip.fr)
- By post to Jeux-Concours KIWIPWATCH SAS marketing service 1 IMPASSE DES  
PAILLONS 77700 BAILLY ROMAINVILLIERS

## ARTICLE 9 – Liability

Participation in the Contests implies knowledge and acceptance of the characteristics and limitations of online public communication networks, particularly with regard to technical performance, response times for consulting, querying or transferring information, the risks of interruption, the risks linked to the connection, the lack of protection of certain data against possible misappropriation and the risks of contamination by possible viruses circulating on the network. The Organising Company may not be held liable in particular for malfunctions that may affect the Internet network, for any problem of configuration or related to a given browser.

The Organising Company does not guarantee that its Sites, the Third-Party Sites and/or the Contests will function without interruption, that they do not contain computer errors or that the defects observed will be corrected.

The Organising Company may not be held liable in the event of malfunctions in any form whatsoever, and in particular of a technical nature, in connection with participation in the Contests or the determination of the winner(s), if the participants are unable to connect to the Organising Company's Sites, the Third-Party Sites or to play, if the data relating to the registration of a participant does not reach it for any reason whatsoever for which it cannot

be held liable (for example, a problem with the Internet connection due to any reason on the part of the user) or arrives illegibly or is impossible to process (for example, if the participant has unsuitable computer hardware or software environment for registration) or in the event of problems with the routing of e-mails.

Under no circumstances may the Organising Company be held liable for the delay in sending the prize(s) or in the event of the winner(s) being unable to benefit from the prize(s) due to circumstances beyond the control of the Organising Company. In particular, the Organising Company may not be held liable in the event of loss and/or damage to the prize(s) by the Post Office or any similar third-party service provider, and more generally if the winners do not receive their prize(s).

The Organising Company declines all liability for any incidents or prejudice of any kind that may occur due to the enjoyment of the prize awarded and/or as a result of its use, which each winner expressly acknowledges.

The Organising Company reserves the right to modify, interrupt, delete, defer or to postpone any Contests and the Amendments thereto, without prior notice, in particular if it appears to it that circumstances so require or prevent the proper or normal running of the Contest, in whole or in part, or if the Organising Company or its possible service providers are not or are no longer able to ensure the continuity of the service necessary for the proper running of the Contest. The Organising Company also reserves the right to invalidate and/or cancel all or part of the Contest, one or more sessions of the Contest, Contest entries or the awarding of all or part of the prizes, if it appears to it that malfunctions and/or fraud have occurred in any form and from any source whatsoever, in particular technical, electronic or computer-related, in connection with participation in the Contest or the determination of the winner(s). The Organising Company also reserves the right to exclude from participation in this Contest any person who disturbs the smooth running of the Contest, and to prosecute any person who has cheated, defrauded, rigged or disrupted the operations described in these Framework Rules or who has attempted to do so. Fraud will result in the immediate disqualification of the perpetrator. A winner who has cheated, attempted to do so, or benefited from such manoeuvres will automatically forfeit all rights to obtain the prizes (s) involved. Generally speaking, fraud or attempted fraud, in any form and for any purpose whatsoever, will result in the immediate disqualification of the author, it being specified that no compensation will be admissible as a result. The Organising Company reserves the right to take legal action against anyone who, in the context of or in relation to this Contest, has defrauded or attempted to defraud.

No claim or request whatsoever will be granted and the Organising Company shall not be held liable in respect of the foregoing.

The Organising Company reserves the right to make a third-party claim against the Participant in the event of failure to comply with the principle and terms and conditions of the Contest as provided for in Article 4 of these Framework Rules, in order to obtain reimbursement of all the financial consequences related to any claims or remedies of third parties that may result from such non-compliance (such as, in particular, lawyers' fees and the amount of the claims, settlements and/or sentences pronounced against the Organising Company).

Any modification of a Contest and any Amendment thereto shall be made after having been informed by all appropriate means if the circumstances so require and shall be the subject of an Amendment.

## Article 10 – Submission of rules

The complete general rules of the Contest as well as each Amendment will be available online on the website of the organising company throughout the Contest: [www.kiwip.fr](http://www.kiwip.fr) in the “Downloads” section.

Any dispute that may arise regarding the conditions of organisation of the Contest, its progress and results will be expressly submitted to the Organising Company for its consideration.

Any person wishing to obtain a free paper copy of the rules (reimbursement of the stamp at the current slow rate of the post office) may make a request to the following address:

KIWIPWATCH, KIWIPWATCH

SAS Contest

Web marketing service,

1 impasse des Paillons 77700 BAILLY ROMAINVILLIERS.

No written or oral queries will be answered regarding the Framework Rules or the mechanics of the Contest or the names of the winners.

For each Contest, an Amendment will be drawn up. It will indicate the period and type of the Contest, the terms and conditions of participation, if any, extended, the prizes involved and their value.

## Article 11 - Applicable law - Disputes

These Framework Rules and their amendments are subject to French law.

The Organising Company shall have sole authority to decide on any difficulty that may arise from the interpretation and or application of these Framework Rules.

In the event of persistent disagreement on the application or interpretation of these Regulations, and in the absence of an amicable agreement, any dispute will be submitted to the appropriate court within the jurisdiction of the Paris Court of Appeal.