

## **"FIRST TIME WITH METIS" CONTEST TERMS AND CONDITIONS**

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

SAS Plumtastic Europe, company registered with the *Registre du Commerce et des Sociétés* (RCS) in France under the number 803 825 363, and whose head office is located at 145 avenue de Fontvert, 84130 LE PONTET, France (hereafter "organising company"), is organising a contest (hereafter "game").

### **ARTICLE 2 - Game duration**

The game will last from the 28/06/2019 at 00:00 to the 12/07/2019. Participation will end on the 12/07/2019 at 23:59 (French time). After this date, no participation will be possible. The data reception date, recorded electronically on the servers of the organizing company, will serve as proof that the deadline was met.

### **ARTICLE 3 - Who can participate ?**

This game, with no obligation to purchase, is open to any natural person over 18 years old living in FRANCE, GERMANY, ENGLAND, ITALY, with the exception of the staff of the organizing company, as well as members of companies having participated in its organization and their respective families (spouses, civil partners, children, parents, siblings).

Participation in the game is subject to registration on the website (<http://play-with-metis.com>) (hereafter "website"). Apart from applicable connection rates related to the transmission method chosen by the participant (mobile phone, Internet), participation is free. It does not generate any subsequent costs. The number of participants is limited to one participation per e-mail address.

To take part in the game, participants must :

- Visit the website (<http://play-with-metis.com>) mentioned on the Metis® Facebook page <https://www.facebook.com/MetisFruitUK/>
- Answer to the 3 quiz questions. Wrong answers will not have an impact on the possibility of being selected at the end of the quiz.
- Fill in the form and provide information concerning their identity to confirm their participation.
- Accept the present terms and conditions.

The participant him- or herself is responsible for the accuracy of the data entered. Any incomplete, falsified, or non-valid participation or registration, which does not comply with the participation conditions presented in these terms and conditions, was sent after the deadline or under another form than the one previously mentioned, or contains inaccurate or false information, will not be taken into account and be considered invalid.

In the case of a claim, participants will have to prove that they acted according to the present terms and conditions. Participants allow the organizing company to carry out any necessary verification of their identity or residential address.

The organizing company reserves the right to exclude participants for serious reasons and to reclaim the awarded gifts, notably in the case of justified suspicion of inaccurate information, of manipulation or non-respect of the present terms and conditions or any other unlawful behaviour on behalf of the participant that may unduly harm the image of the organizing company. In that case, the prize will remain the property of the organizing company which may dispose of it as it wishes, including by drawing another winner.

#### **ARTICLE 4 - Modalities, designation of the winner, game organisation**

The draw will be conducted by the organizing company which will designate the winner among all participants. It will take place on the 17/07/2019 at the latest.

Winners will be informed of the prizes won by e-mail, via the e-mail address provided during the registration process, within 30 days after the date of the draw.

The organizing company cannot be held responsible for the impossibility of awarding the prizes in the case of incorrectly entered or incomplete contact details, or in the case of un-notified changes in contact details. If it is impossible to send the winning announcement or prize, the organizing company is not required to carry out further research. Any winner who does not respond within two weeks of receiving notice of their gain will be deemed to have waived their right to it ; there will be no additional draw for another winner.

#### **ARTICLE 5 - Prizes at stake**

The draw will designate sixteen (16) winners according to the terms and conditions previously listed. They will respectively win festival tickets and blenders, for a maximum total value of 750€ per country, including tax.

They may not be the subject of an exchange, notably for cash, or a transfer of the benefit to a third party.

##### Festivals

1 winner in France :

- two entry tickets to the Cabaret Vert Festival from the 22nd to the 25th of August 2019 in Paris, France

4-day package of a maximal value of 122€ per person, including tax.

Link : <https://cabaretvert.com/billets/>

1 winner in Germany :

- two entry tickets to Lollapalooza in Berlin on the 7th and 8th of September 2019 in Berlin, Germany  
Two-day "2 Tage Ticket - Ticket REGULÄR I" package of a maximum value of 149€ per person, including tax.

Link : <https://www.lollapaloozade.com/tickets/>

1 winner in England :

- two passes for a summer festival of a maximal value of 200€ per person, including tax.

1 winner in Italy :

- two entry tickets to the Todays Festival, from the 23rd to the 25th of August 2019, in Turin, Italy  
3-day package of a maximal value of 105€ per person, including tax.

Link : <https://www.ticketone.it/abbonamento-todays-day-1-2-3-torino-biglietti.html?affiliate=ITT&doc=artistPages%2Ftickets&fun=artist&action=tickets&key=2438030%2411794550&jumpIn=yTix&kuid=503337&from=erdetaila>

The prizes are delivered duty paid to the postal address provided by the winner, or by e-mail (e-mail provided by the winner during his/her participation in the game). The prize will only be sent to a valid address in France, Germany, England, Italy.

##### Blenders

- 12 blenders of an individual value of 70€, including tax.

(3 winners per country : France, England, Germany and Italy)

The objects presented in the game aren't necessarily identical to the objects won, and may present differences in terms of model, colour or other characteristics.

The prizes are delivered duty paid to the postal address provided by the winner, or by e-mail (e-mail

provided by the winner during his/her participation in the game). The prize will only be sent to a valid address in France, Germany, England, Italy.

#### **ARTICLE 6 - Game discontinuation or interruption**

The organizing company may at any moment discontinue, prolong or postpone the game.

The organizing company may cancel or interrupt all or part of the game in the case of serious presumption that fraud has occurred in any form whatsoever (implementation of an automated response system, unusual gain rate...), notably computer- or telephone-originated in the context of participation in the game, and particularly in the case of the communication of false information. The same will apply should the smooth administrative and/or technical running of the game be disrupted by a virus, computer or telephone bug, unauthorized human intervention or any other cause beyond the control of the organizing company. In such a case, the latter reserves the right not to award the prize.

No appeal may be lodged against the organizing company in the case of the discontinuation or interruption of the game. The organizing company reserves the right to sue the authors of the disturbances before the competent courts.

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

The organizing company is fully liable in case of intentional behaviour and gross negligence as well as any life-threatening harm, or harm to physical integrity or health, including if committed by its institutions and employees.

It excludes any other liability, in any capacity, except in the event of non-compliance with an essential contractual obligation (cardinal obligation). A cardinal obligation is defined as any obligation stipulated in the contract, without which the desired objective cannot be achieved and which was rightly to be expected by the contracting party. In such a case, liability is limited to any foreseeable typical damage.

The organizing company cannot be held responsible for data loss especially during the transmission of data, and for other technical defects. It is the responsibility of all participants to take appropriate measures for the protection of their software and terminals against viruses and other technical attacks. All sites of the organizing company are protected by significant technical measures against technical attacks as well as the dissemination and intrusion of viruses by third parties.

The organising company cannot be held responsible for any incident occurring with the prize once the latter is in the hands of the winner. It will not be held responsible for the impossibility for a winner to use his/her prize.

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

As part of his/her participation in the present game, and generally during his/her communication with the organizing company, the participant is required to share a certain amount of personal data concerning him/herself.

Such personal data and those of a personal nature provided by the participants in particular will be processed digitally by the organizing company.

Personal data will be used by the organizing company to ensure the smooth running of the game. Data concerning the winners may be published on the organizing company's website by shortening the name of the winner. It is also necessary to communicate the winners' data to organizing partners or those providing the prizes (such as the travel agency, postal or parcel delivery services). The personal data which must absolutely be provided are indicated as such on the forms. The mandatory nature of the data is due to the need to be able to contact the winning participants and deliver their prize. The collection of this data is necessary in order to participate in the game and receive the prize. As a consequence, the

persons who exercise the right to remove the personal data that concerns them before the game ends and the prize is awarded are deemed to waive their right to participate and to the prize as the case may be.

Personal data will not be shared with companies that are not related to the organizing company beyond the provisions of this contract.

The participant is informed that when accessing the website, a cookie will be installed on his/her computer's hard drive. This is a small computer file that records navigation on the website. Cookies help identify the participant in order to offer him/her faster access to information, by not having to re-enter it. They cannot in any way damage the data stored in his/her computer. The participant may oppose the registration of this cookie by disabling this feature in his/her browser. Once it has been disabled, the participant may still access the website and participate in the game.

### **Article 9 - Legal basis, data collected, retention period, participant rights**

The processing of participant personal data is based on article 6 paragraphs 1 a), b) and f) of the General Data Protection Regulation (GDPR). The organizing company is responsible for data collection and processing.

The data collected are :

Identity data (Surname, first name, title, date of birth),  
Contact details (postal address, e-mail address, telephone number),  
Connection data (IP address, date and time of participation),  
The answers provided for the possible quiz,  
The language used on the connection interface.

The retention period for the processed data is :

For game participation data : 90 days from the date of the draw  
For contact details (if contact established) : 90 days

The data will only be kept by the organizing company for the duration of the purposes previously stated.

The participant has the right to consult the personal data that concerns him/her at any time, to have them rectified or revoke them. In addition, the participant has the right to restrict data processing and portability as well as the right not to be subject to automated decision-making, including profiling. The participant also has the right to revoke his/her consent given concerning the processing of his/her personal data at any time. The participant has the right to issue guidelines regarding what will happen to his/her data after his/her death. To exercise this right, it is necessary to contact the organizing company in writing. If the member is not satisfied with these interactions, he/she has the right to lodge a complaint with the Commission nationale de l'informatique et des libertés (CNIL, the French National commission for data protection and liberties).

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

Any unauthorised reproduction, whole or partial, of these brands, logos and signs are a counterfeiting liable to criminal sanctions.

All brands, logos, texts, images, videos and other distinctive signs reproduced on the website as well

as the websites that this one allows access by the intermediary of hypertext links, are the exclusive property of their holders and are protected by this title by the intellectual property Code and that throughout the whole world. Unauthorised reproductions will constitute a counterfeiting subject to criminal sanctions.

The participation to this game implies the full acceptance of the present terms and regulations by the participants.

**ARTICLE 11 - Agreement in relation to proof** By express agreement between the participant and the “Organizer”, the systems and digital files of the “Organizer” will prevail.

The computerized registers kept in the computer systems of the “Organizer” under reasonable conditions of safety and reliability, will be considered as proof of the relations and communication that took place between the Organizing Company and the participant.

It has therefore been agreed that, except in the case of a manifest error, the “Organizer”, notably for the purposes of proof of any fact or omission, may use the programmes, data, files, recordings, operations and other elements (such as follow-up reports or other statements) of a digital or electronic nature, format or medium, developed, received or kept directly or indirectly by the “Organizer”, notably in these computer systems.

The elements considered thus constitute proof and should they be used as proof by the “Organizer” in any litigation or other type of procedure, they will be admissible, valid and opposable between the parties involved in the same way, under the same conditions and with the same probative value as any document that would be drawn up, received or kept in writing.

Transactions of any kind made using the identifier and code assigned to a participant, following registration, are irrefutably presumed to have been carried out under the responsibility of the participant.

**Article 12 - Other provisions**

Participation in the game requires the absolute and unreserved acceptance of the entire present terms and conditions.

The terms and conditions of the game were filed with the SCP 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.play-with-metis.com](http://www.play-with-metis.com) and can be sent free of charge to the address of the participant on simple written request.

Any dispute or claim relating to the game must be sent in writing to the organizing company (date as per postmark). Any claim relating to the modalities of the game, the results, the prizes or their delivery sent over a month after the end of the game will not be taken into account.

Recourse to legal action is excluded.

The organising company may specify, supplement or modify the present terms and conditions at any time without the need for specific information. Any modifications of these terms and conditions will be made public as appropriate. Supplements and modifications of the present terms and conditions may be published during the game. They will be considered as additions to the present terms and conditions.