# OFFICIAL CONTEST RULES – « Ebike Giveaway »

#### **ARTICLE 1: PRESENTATION AND DURATION OF THE CONTEST**

**SKIS ROSSIGNOL SAS**, a French company registered under the number 056 502 958 and located at 98 rue Louis Barran, 38430 St Jean de Moirans, France is organizing under its brand Rossignol (hereinafter the "**Organizer**"), a free contest with no obligation to buy entitled " *Ebike Giveaway* ", the list of prizes of which is set out in Article 6 of these rules.

The contest will be open from March 1<sup>st</sup>, 2022 at 8am to September 15, 2022, midnight, French time, hereinafter the "**Contest**".

The Organizer reserves the right to shorten, extend, modify, or cancel the Contest, if circumstances so require. Its liability shall not be incurred as a result.

The Contest is accessible via the following link: https://www.rossignol.com/bike-giveaway, and is also accessible on the Organizer's social networks.

The Contest is subject to French law and the competent French courts in the event of a dispute.

### **ARTICLE 2: PARTICIPANTS**

The Contest is reserved for natural persons of majority age, whether or not they are customers of the Organizer and its partners, who have a valid personal electronic address (email) in order to be contacted for the purposes of managing the Contest, and who meet the conditions for participation in the Contest as set *forth* in this document (hereinafter the "Participants" or the "Participant"). Notwithstanding the foregoing, it is possible for anyone who is underage to participate to the Contest, provided that such person is willing to participate to the Contest and has the express authorization of his/her parent or legal guardian to participate to the Contest.

The Organizer's staff and those of its partners who have been directly involved in the organization of the Contest, and more generally, any person who has been involved in the development of the Contest, are not authorized to participate in the Contest.

### ARTICLE 3: CONDITIONS OF PARTICIPATION AND COMMITMENTS OF PARTICIPANTS

Each Participant must follow the instructions described in article 4.1 in order to participate in the Contest. Any participation in the Contest by any other means than those specified in these rules will not be taken into account.

It is the responsibility of each Participant to ensure that his or her contact details are correct and, in particular, that the e-mail address given in the form of the Contest is working properly. Any entry document that is incomplete, does not comply with the constraints described in these rules or whose name and email address are illegible will be considered invalid. In addition, Participants shall elect domicile for the entire duration of the Contest at the address they have previously declared. It is the

responsibility of the Participants to ensure the confidentiality of their identification and password necessary for their internet connection/user account, if any. Participants are advised to always choose a strong password. The Organizer shall not be held responsible in the event of negligence on the part of Participants in this respect.

Each Participant may only participate once during the entire duration of the Contest - this participation is also strictly personal and nominative. Thus, the same natural person is not authorized to play with several e-mail addresses. Each Participant is also prohibited from disrupting the progress and integrity of the Contest by any means whatsoever, in particular to modify the results or to harm the equality of chances between the Participants during the course of the Contest. In this case, the Organizer reserves the right not to award the prizes to the fraudster and to exclude any Participant whose behaviour is suspected of being fraudulent without having to notify him/her. The Organizer reserves the right to temporarily or permanently block, in whole or in part, the possibility of participating in the Contest against any person who interferes with the running of the Contest and affects or is likely to affect the administration, security, fairness, integrity or proper conduct of the Contest, without prejudice to the Organizer's right to take legal action before the competent courts against that person.

The Organizer reserves the right to modify, postpone or cancel all or part of the Contest if it appears that fraud has occurred in any form whatsoever, in particular by means of a computer system in the context of participation in the Contest or the determination of the winners.

Participation in the Contest implies full and unconditional acceptance of these rules. Failure to comply with the said rules shall result in the automatic cancellation of participation and the possible awarding of prizes.

#### **ARTICLE 4: OPERATION OF THE CONTEST**

# 4.1 Registering for the Contest

In order to participate in the contest, the participant must:

- Go to https://www.rossignol.com/bike-giveaway
- Register via the form of the contest, as described hereunder;

#### **FORM OF THE CONTEST:**

E-mail*:
First Name*:
Last Name*:
Gender*:
Country*
□ I read and I accept the contest rules * □ I want to subscribe to the newsletter from ROSSIGNOL
*mandatory information

Each Participant has to provide complete information in the form such as email address, first name, last name, and birthdate, country of residency, city and mark as accepted for the rules of the Contest. All information incorrect, misspelled, not able to be red or incomplete, if the rules box is not check will automatically erase the application for the Contest and will close any chance of winning for this participant. The Organizer is not responsible for any corrupted files, not able to open or notransmissible files.

#### 4.2 Draw

Winners are determined by random chance, by means of a draw. All draws will be carried out by the Organizer via computer software.

1 winner will be drawn on September 20th, 2022 from among all Participants who have validly registered during the Contest period. The winners will be contacted by the Organizer within two weeks of the draw.

#### **ARTICLE 5: PUBLICATION OF RESULTS**

The Organizer will contact each winner directly via email at the valid address indicated at the time of registration. The Organizer will not be held liable for incorrect or non-delivery of email by Internet access providers.

Each winner must, within a maximum of fifteen (15) days of being contacted by e-mail:

- Expressly accept his/her prize

AND

- Provide the Organizer with the information required to organize the prize (telephone number and answers to the questions asked by the Organizer in the e-mail).

Failing this, the winner's silence will be deemed to be a definitive renunciation of the prize, which will remain the exclusive property of the Organizer, who may freely dispose of it.

### **ARTICLE 6: PRIZES**

### **6.1 list of Prizes**

The winner selected in the context of the Contest will be awarded, subject to the provisions of articles 3, 4 and 8 hereof, the following prize(s):

- Ebike Mandate Shift Deore 11, with a unit value of 4899 euros (including VAT) recommended retail price.

### 6.2 Award of the prizes

When prizes are products, such prizes will be sent by post or any other transport company to the winner's home address no later than ninety (90) days after the end of the Contest, except in cases of force majeure event.

Where the prizes are services, these will be organized in accordance with the conditions indicated in their description and in consultation with the winner.

As the contest is organized in the context of the COVID 19 pandemic, the Organizer cannot be held responsible for any delay resulting from the prevention and / or administrative requirements to mitigate the COVID 19 epidemic.

The Organizers cannot be held responsible for the wrong or not routing of mail and consignment by post or any other transport company.

## **6.3 Other important specifications related to the prizes**

The winner will be responsible for all applicable duties and taxes. The prize is neither taken back nor exchanged for an equivalent good or service. Thus, the Organizer will not accept any substitution, transfer, or award of cash in lieu of the prizes. No prize may be reimbursed. In the event of unavailability, a prize of equal or higher value will be awarded at the discretion of the Organizer. The prizes become the property of the winners at the time of their delivery, concomitantly with the transfer of the associated risks.

The Organizer reserves the right to make changes to the prizes awarded for this Contest without the need to provide any justification for this, and no claims may be made against it as long as it offers winners another prize of equal or higher value.

The value indicated for the above-mentioned prizes corresponds to the public price, including all taxes, currently in use or estimated at the date of drafting of the rules; it is given as a mere indication and is subject to variation, and may not be the subject of a claim as to their evaluation.

The Organizer may not be held liable or sought to be held liable if, as a result of force majeure or exceptional circumstances, changes occur in the running of the Contest or even if the Organizer is forced to interrupt, postpone or cancel the Contest altogether.

## **ARTICLE 7: LIABILITY**

The Organizer may not be held liable for any damage or loss that is not directly caused by its action or faulty inaction. For instance, the Organizer cannot be held responsible in the event of loss of the prizes by the carrier, or for errors made by the said carrier, which each Participant expressly accepts by participating in the Contest.

Given the inherent characteristics of the Internet and the difficulties, or even the impossibility, of controlling the use that could be made of it by third parties, the Organizer declines all responsibility for the consequences of the Participants' connection to the Internet in order to take part in the Game.

In particular, the Organizer may not be held liable in the event of

- Problems downloading or routing e-mail;
- If the website(s) required for the Contest is temporarily or permanently unavailable;

- If one or more Participants are unable to connect to and/or participate in the Contest due to any technical fault or problem linked to network congestion.
- any damage, material or immaterial, caused to the Participants, their computer equipment and the data stored therein and the consequences that may arise from this on their personal, professional or commercial activity.
- Fraudulent use of connection rights by a third party and attribution of a Participant's prizes to said third party, in the absence of gross negligence by the Organizer. It is reminded in this respect that each Participant is responsible for the confidentiality of his/her connection identifiers and any passwords.

Furthermore, the Organizer may not be held responsible for sending an e-mail to an incorrect address due to the negligence of the Participant, or for sending a prize to an wrong postal address communicated by the Participant. In the event of a change of address after registration for the Contest, it is the winner's responsibility to inform the Organizer of this at the latest at the time of the initial contact by email. Failing this, any prize lost or not delivered to the correct address cannot be claimed. The Organizer will not carry out any further research if the winner remains unavailable and/or unreachable.

Once the prize has been given to the winner, the prize will be deemed to have been delivered and the winner will be given ownership of and the risks associated with the said prize: the Organizer and its possible partners cannot be held responsible for the loss, theft or damage of the prizes.

BE CAREFUL!!! Some products that may be part of a prize may require adjustments prior to their use. When adjustments must be made to some prize (for example, if the prize consists of skis/ski bindings in particular), it is the winner's responsibility to provide accurate and complete information enabling the Organizer or its subsidiaries to carry out the proper assemblies and adjustments essential to the use of this type of product.

THE ORGANISER CANNOT BE HELD RESPONSIBLE FOR ANY DAMAGE RESULTING FROM ASSEMBLY OR ADJUSTMENTS BASED ON WRONG INFORMATION PROVIDED BY THE WINNER OR HIS/HER ASSIGNS.

IF THE INFORMATION PROVIDED DOES NOT ALLOW THE ORGANIZER TO MOUNT OR ADJUST THE BINDINGS IN ACCORDANCE WITH ESTABLISHED SKI INDUSTRY STANDARDS, THE BINDINGS WILL BE MOUNTED BUT NOT ADJUSTED. IT IS THE SOLE RESPONSIBILITY OF THE WINNER OF SUCH A PRIZE TO HAVE THE BINDINGS ADJUSTED AND TESTED BY A SKI PROFESSIONAL BEFORE USE.

In the event of unforeseen events occurring during the Contest, the Organizer may have to modify the conditions of these rules. Such modifications will be published on the Contest's website and will be considered as amendments to these rules.

### **ARTICLE 8: DATA PROTECTION**

The personal data collected are those completed in the Contest form for all Participants. The winners should provide the Organizer with additional personal data (telephone number, postal address) to send the attributed prize.

Any personal data collected from participants during the game will be digitally processed by the Organizer to:

- participate to the Contest;
- draw the winners;
- contact the winners;

- send to the winners their attributed prize.

This data processing is legally based on the consent of each participant, such consent being given at the acceptance of the rules of the contest.

If the participant gave his/her express consent to it, the Organizer may use the personal data collected during the Contest for advertising purposes, especially for sending newsletters and product information.

Based on the legitimate interest of the Organizer, some data (such as date of birth or country) will be processed for statistical purposes in order to improve the services and products of Rossignol Group brands.

The duration of personal data retention by the Organizer is the following:

- for statistical needs: for a maximum of 3 years, unless instructed otherwise by a participant.
- for the needs of the Contest management: duration of the Contest plus time needed to send or organize the prizes (when prizes are services) or to send the prizes (when prizes are products).
- If the participant signs up for the newsletter: for a maximum period of 3 years unless the Participant wishes to renew his/her subscription to the newsletter. In the latter case, this period will be extended by a further 3 years.

Personal data collected by the Organizer are hosted and stored in Europe and will only be communicated internally to services that need to know it for the purposes described above and third-party intervening on behalf of SKIS ROSSIGNOL for the needs of the Contest (e.g. carrier).

Under no circumstances will the Organizer transfer Participants' personal data to third parties without their express consent.

Nevertheless, in accordance with the General Data Protection Regulation 2016/679 of April 27<sup>th</sup>, 2016, participants have the right to access, to correct, to erase, to limit the processing performed by the Organizer, to ask for portability and to oppose to the processing of their personal data, by contacting the Organizer. Participants may also withdraw at any time their consent for the processing of their personal data by contacting SKIS ROSSIGNOL SAS at the following address or by writing to: <a href="documents-documents-up-align: decuments-documents-up-align: decuments-up-align: decuments-up-alig

SKIS ROSSIGNOL - Service Communication 98 rue Louis Barran 38430 ST JEAN DE MOIRANS — FRANCE

You have the right to lodge complaints directly with the relevant authority in your country.

See our **PRIVACY POLICY**.

**OPTION ARTICLE 9: SOCIAL NETWORKS** 

The Contest is also accessible from our Rossignol account on Instagram et Facebook. Participants should note that the Contest is not organized, sponsored or otherwise sponsored or administered in any way by Instagram et Facebook. Consequently, Instagram et Facebook] accepts no responsibility for any disputes arising in connection with the Contest.