

## GAME RULES

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### **Article 1 : Organizer**

Devialet SA, a private company with share capital of 3.042.795 Euros, with its head office at 10 Place Vendôme, 75001 Paris, registered in the Commercial and Companies Register under number 502.155.682 (the « Organizer »), organizes a game named « WIN THE BEST » (the « Game»)

### **Article 2 : Participants**

The Game is open to any physical person living worldwide, excluding staff members of Devialet, distributors of Devialets' Products and members of their families.

Organizer reserves the right to verify any information that would be necessary.

Entering the Game implies for the Participant to follow a loyal attitude, regarding compliance with rules and other participants rights. Organizer reserves the right to exclude any Participant and to cancel the potential attribution of any prize in case of (i) fraud or attempted fraud from the Participant ; (ii) inaccurate, incomplete or incorrect datas provided to the Organizer in any form.

### **Article 3 : Game principles**

The Game will take place from 4th February, 2016 to 31st December, 2017, as evidenced by french date and time of connection, in a constant way, on the following web site : <http://en.devialet.com> (the « Website »), available 24 hours a day, 7 days a week.

The Participant will access the Game by registering to the newsletter in the allocated space which can be found on the Website, and then will automatically participate to the lottery.

Participation by any other means (including letter) won't be considered.

Winners will be randomly selected by the Organizer among Participants who have properly participate.

The draw will be held as follows : the Organizer will randomly draw one email address to whom he will attribute the prize

### **Article 4 : Compliance with the conditions of participation**

#### **Article 4.1 : Registration**

Every participation is personal and conditioned to a prior registration. Only one registration per person and household is authorized (same email address). If it is established that a Participant sent, for the same person or the same household, several forms of participation, the first one will be validated and the others will be cancelled (for example: use of several email addresses by a single person).

The Participant is well informed and accepts that any information provided during registration are proofs of his identity. The information provided by the Participant bind him after being validated. The Participant may, at its sole discretion, fill a form allowing the Organizer to contact him in the event of winning, by providing correct information (gender, name, first name, date of birth, housing address). If the Participant did not fill the form, The Organizer will contact him by means of the email address provided during registration.

The participation will be cancelled if incorrect, incomplete or non-compliant with the rules.

Each Participant agrees not to use, directly or indirectly, any mode of interrogation or systematized request of the Website.

It is strictly forbidden, by any means, to modify or attempt to modify the organization of the Game, especially in order to modify the results or to influence by any automated or disloyal means the validity of the drawing or the name of the winner.

#### **Article 4.2 : Verification of the regularity**

Only Participants who validly participate to the Game may win a prize.

At the end of the Game, the Organizer will proceed to a verification of the conditions of validity of the Participation. In case of suspicion of fraud or established fraud, the Organizer will advise the Participant(s) concerned by email. In the event of such fraud occurs, the Organizer will proceed to an additional declaration of winners.

#### **Article 5 : Winners designation**

Only the participation validated before the limit date and hour of participation will be taken into account, being specified that only the hour of the computer system of the Organizer is deemed authentic.

The contest will work on the basis of a unique drawing.

The designation of the winners will be made after the closing of the Game, as soon as possible.

Incorrect information provided (including but not limited to incorrect email address) will not be taken into account. In that case, the winner will lose the profit of his prize.

Besides, the Organizer will not be liable in the event of the impossibility to contact the winner.

#### **Article 6 : Prizes**

##### **Article 6.1 : Description of the prize**

It is specified that pictures or graphical representations presenting products or services as prizes only have a function of illustration and are not binding.

##### **Prize:**

One Gold Phantom product, for a value of 2.590€\*.

\* Please note that the value of the prize varies according to the country of the Participant.

##### **Article 6.2 : Provision of the prize**

Only the Participant declared winner will earn the prize.

The winner will be personally informed by email from the Organizer of his prize at the email address he provided during the registration.

The Participant will have 15 days from the reception of the email to confirm by email the acceptance of the prize and to provide his complete mailing address and phone number at the email address indicated by the Organizer.

The first prize will be given to the winner in accordance with what has been decided between him and the Organizer. Winners of the second prize will receive the prizes by mail from the date of reception of the confirmation email by the Organizer.

The Participant shall provide a valid email address. The Organizer will not be liable in the event of the impossibility to inform the Participant of his prize if (i) the Participant failed to provide a valid email address, (ii) a problem with the internet service provider or the internet network occurs.

If within fifteen days after the Organizer noticed the Participant that he has been selected, the winner fails to reply to the email, it will be considered that he has purely and simply given up his right to claim his lot. In no case will the Participant be able to claim his prize after fifteen days following the reception of the email from the Organizer. In such case, the prize will remain the Organizer's property.

The winner shall provide a correct address. It is his sole responsibility to provide a correct address and the Organizer will not be liable if the Participant is unable to receipt the prize as a result of an incorrect address provided. In the event of a moving, the winner shall communicate his new address without any delay.

Prizes which could not be delivered in case of (i) error or omission in the address and/or email address provided by the Participant, (ii) changes in the contact details, (iii) or any other reasons, will stay the property of the Organizer.

The Organizer will not be liable for (i) delays and/or loss during transit, (ii) total or partial destruction of the prize during transit, (iii) dysfunction of the carrier's services, (iv) any other equivalent case.

The Organizer may verify any information related to the validity of the participation. The Organizer undertakes to deliver the prize to the winner or any person appointed by him, by email or any other means of transport at his convenience, as soon as possible.

Any prize non-attributed for lack of audience or participation in the Game will stay the property of the Organizer.

It is besides understood that if the announced prize cannot be delivered by the Organizer, for reasons independent from its will or in case of non-supply of the prizes by one of its partner, no compensation or financial equivalent can be requested by the Participant.

No claims or any recourse concerning the prize or its attribution may be addressed to the Organizer.

Under no circumstances may the prize awarded to the winner in the context of the Game give rise from him (i) to any protest of any kind, (ii) to any take-back, exchange of product, refund, or any other compensation of any kind whatsoever, in particular financial, and is non-transferable.

The Organizer will not be liable for delivering the prize to an erroneous address or calling an inexact phone number, as a result of the winner's negligence.

Prizes which are returned to the Organizer with the mention « do not live anymore to the indicated address » or if the email address does not exist shall remain the property of the Organizer.

#### **Article 7 : Attributes of personality**

By accepting the prize which is awarded to him, the winner agrees that his/her first name and name can be used by the Organizer and may be published on the Website, in accordance with the Data Protection Act of January 6th, 1978, without it confers him/her any remuneration, any right or any advantage other than the attribution of his prize.

However, the complete anonymity of the winner will be respected in case of prior notice to the Organizer by the Participant.

#### **Article 8 : Protection of personal data**

In accordance with the Data Protection Act of January 6th, 1978, every person filling, at his/her discretion, the complementary form of registration benefits from a right of access or rectification concerning his/her personal data which are collected by the Organizer.

In order to exercise those rights, the Participant must notify the Organizer in written to the following email address : [contest@devialet.com](mailto:contest@devialet.com) or by sending a letter to : Devialet – Service Web – 6, rue Ménars Paris.

Subject to their explicit consent, the information collected by the Organizer may be used in order to improve the Service or to inform the Participants about new products and offers in which they may be interested.

Winners agree to authorize the Organizer to use their name, first-name, address, for any advertising connected to the Game in France or abroad, without limitation of duration, without restriction nor reserve and without it confers to them any remuneration, any right or any advantage other than the attribution of their prize, unless otherwise notified in written to the Organizer to the following e-mail address : [contest@devialet.com](mailto:contest@devialet.com) or by sending a letter to : Devialet – Service Web – 6, rue Ménars 75002 Paris.

#### **Article 9 : Liability**

##### **Article 9.1 : Internet**

Participation to the Game from the Website implies from the Participant the knowledge and the acceptance of the characteristics and limits of the Internet.

The Organizer will not be liable for any inconveniences or damages related to the use of the Internet network and which are totally out of control of the precautions taken by the Organizer.

In particular, the Organizer will not be liable for any disturbance in the supply of the service or for any outside intrusion or presence of viruses.

The Participant hereby expressly accepts responsibility for taking all the appropriate measures in order to protect its own personal data and/or software stored in its computing equipment against any infringement.

Connection to the Website and participation to the Game will be the user's sole responsibility.

### **Article 9.2 : Force majeure**

The Organizer will not be liable in case of force majeure or coincidence independent from its will (in particular in the event of technical problems), thus disrupting the organization and management of the Game, so that the Game will be shortened, extended, postponed, modified or even cancelled.

According to the french jurisprudence, the force majeure means any event unforeseen, insurmountable and independent from a person's will susceptible to relieve of its liability or to free him/her from its commitments.

### **Article 9.3 : Fraud and misuse**

The Organizer will not be liable in the event of misuse or incident connected to the use of a computer, internet access, maintenance or any dysfunction of the Game's server, phone line or any other technical connection.

The Organizer will not be liable, given the characteristics of the Internet's network, such as the free collection of published information and the difficulty or impossibility of controlling the use that might be done by any third party without knowing, for any fraudulent use of the rights of connection or attribution of the Participant's prizes, except for the case of an established serious offence from the Organizer.

### **Article 9.4 : Evolution, modification and interruption of the Game**

The Organizer will not be liable in the event of temporary unavailability of the Website, in particular in case of updating.

In addition, the Organizer reserves the right to modify, interrupt or suspend the Game at any time, without prior notice nor duty to justify its decision and without any liability. Participants are not entitled to any compensation of whatever nature.

The Organizer will also not be liable if, for any reason beyond its control, the Game had to be modified, postponed or cancelled.

### **Article 9.5 : Potential charges connected to the prize**

Each winner undertakes to pay any taxes, national insurance contribution or any other possible rights whatsoever, which could be due under a law. the Organizer being released from any liability in this respect.

## **Article 10 : Acceptance and compliance with the rules of game**

### **Article 10.1 : Acceptance of the rules**

Participation in the Game implies for the Participant the complete acceptance and without reserve of the present rules of game.

The rules of the Game can be obtained free of charge on a simple written request made to the following address : Devialet – Service Marketing – 6, rue Ménars 75002 Paris.

The shipment charges related to the request of communication of the game's rules can be refunded on simple demand.

Any refund on request will be made by bank transfer as soon as possible from the date of reception of the written demand on the basis of a sending in the slow price rate. The request must be accompanied by a bank details document and must contain the complete contact details of the Participant (name, first-name, complete address).

Any claim must be submitted to the Organizer by registered letter with acknowledgement within 3 (three) months after the end of the Game to the following address: Devialet – Service Communication – 6 rue Ménars 75002 Paris.

Any amendment to the present rules shall give rise to a further deposit of the rules to a bailiff and will come into force from the date of its validation. The participation in the Game shall establish the proof of the acceptance by the Participant of the amended rules from the date it comes into force. If the Participant refuses the amended rules, he will be considered as simply given up participating to the Game. In case of amendments published during the period of the Game by announcement on the Website, they will be considered as appendices to the present rules of game.

Any provision of these rules of game determined to be invalid shall be deemed unwritten, without affecting the validity of all other provisions.

### **Article 10.2 : Compliance with the rules**

Each Participant refrains to implement or to try to implement any process of participation which aren't strictly in compliance with the respect of the Game's principles and rules. In the event of violation of the Game's rules by the Participant, the Organizer reserves the right to exclude him from the Game, without any prior notice.

Besides, in the event of a characterised fraud in any form whatsoever, and in particular via a computer in the context of any participation in the Game or in the determination of the winners, the Organizer reserves the right to cancel the Game, wholly or in part. In that case, the Organizer reserves the right not to attribute any prize or to ask for their immediate return.

Participation to the Game being limited to only one person, the winners cannot receive more than a single prize. In the event the Organizer discovers than a Participant managed to be attributed several prizes , they will be all returned to the Organizer.

#### **Article 11 : Intellectual property**

The Organizer is the owner of the rights related to the texts, the general architecture, moving pictures, graphics and sounds used on its Website.

In accordance with Article L122-4 of the Intellectual Property Code, any representation or complete or partial reproduction without prior authorization from the Organizer will be considered as illegal. In the event of violation of provisions of the Article L122-4 of the Intellectual Property Code, the offender exposes himself to 3 (three) years of detention and 300.000€ fine.

There are no provisions in the rules, which can be interpreted as granting to the Participant any right on the elements protected by the intellectual property which are the property of the Organizer.

Any person who has a personal Website and wishes to put, for its personal use, a direct link to the Organizer's Website shall obtain its prior authorization. The Organizer is entitled to ask, by any means, the deleting of the link, even after previous authorization.

#### **Article 12 : Proof**

The agreement between the Participant and the Organizer, as well as the systems and the computer files of the Organizer are deemed authentic.

The computerized registers, kept in the computer systems of the Organizer, in reasonable conditions of safety and reliability, are considered as proofs of the relations and communication between the Participant and the Website.

#### **Article 13 : Free entry**

Participation in the Game is free of charge and without obligation of purchase.

On request accompanied with bank details, by mail sent to the following address : Devialet – Service marketing – 6 rue Ménars 75002 Paris ; and within 15 days after the



reception of the phone invoice emanating from every operator of telecommunication duly authorized (as attested by date on postmark), the Internet connection will be inclusively refunded on the basis of 0,34€, including taxes, on documentary evidence of the telephone operator, as well as the stamp related to the postal dispatch of the request of refund or the communication of the rules of the Game, at the current slow price rate.

Any request of the Game's rules or related to the connection to the Website will be refunded within the limits of one refund per household (same name and address) during all the duration of the Game.

Any incomplete and/or illegible request of refund or containing erroneous address and phone number will be rejected.

No refund of the internet connection will be made if the subscription to the internet provider's services by the Participant was contracted for its personal use and without causing him expenses or additional outlays.

<b>Article 14 : Applicable law</b>
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The present regulation as well as the participation in the Game are subject to the French law. Nevertheless, it is specifically agreed that the provisions of the present regulation shall not limit nor substitute any rights granted to a consumer under the application of local law.

Before any court action, the parties shall attempt to settle amicably any disputes that may arise concerning the validity or interpretation of the present rules of the Game.

Failing amicable agreement, these disputes will be submitted to the competent courts.