

CONTEST RULES
Instagram contest
Outdoor bestie by Pink Lady®

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"), and represented by Agence WONDERFUL, the communication agency (hereinafter referred to as the "agency") is organising a prize draw competition (hereinafter referred to as the "competition").

ARTICLE 2 - Duration of the competition

The agency organizes from **27.06.2024 until 03.07.2024 (included)** a free contest, with no obligation of purchase, according to the terms described in these regulations.

The game takes the form of an Instagram contest. Participants should **follow the account on which the contest is published, and identify a friend below the post.**

This operation is neither organized nor sponsored by Meta, Google, X, Apple or Microsoft. The game being accessible in particular on the Instagram platform, in any case the Meta group will not be held responsible in the event of litigation related to the game. The game being accessible on mobile phone (Smartphone), under no circumstances Apple, Microsoft, Google or any other mobile application platform will not be held responsible for any dispute related to the game.

ARTICLE 3 - CONDITIONS OF PARTICIPATION

This free game is open to any natural person of full age on the date of the game, having internet access and a valid e-mail address, and residing in the following countries: **Metropolitan France, Italy, Spain, Germany, Ireland**, with the exception of the staff of the Organizing Company and their close families, as well as all persons having participated in any capacity whatsoever in the development of the game, as well as members of their immediate family.

The mere fact of participating in this game implies the pure and simple acceptance, without reservation, of these regulations.

ARTICLE 4 - TERMS OF PARTICIPATION

Participation in the contest is as follows:

- **The participant must follow the @pinklady Instagram account that they identify with**
- **The participant must comment on the contest post with identifying a friend**

ARTICLE 5 - DESIGNATION OF WINNERS

1 winner will be drawn within 30 days of the contest end date mentioned in article 2.

The winner will be selected by a jury, who will choose the winner from among all participants. The selection criteria will be: compliance with the terms of the game and the regulations.

The draw carried out will determine the winners among the participants who have completed both methods of participation.

Each winner will be contacted directly by private message, on the account that allowed them to leave a comment, within 30 days after the draw in order to obtain their postal addresses to send them or communicate the prize.

Any winner who does not give an answer within eight days of the sending of notice (or until a specific date which will be communicated in the message if necessary) of his win will see his quality of winner canceled. . The prize will then be awarded to a new winner (also drawn by lot).

ARTICLE 6 - PRIZES TO WIN

The winner will win the following prize:

A kit consisting of:

- **1 Pink Lady® pink bob**
- **A Pink Lady® bottle**
- **A punnet of Pink Lady® apples**
- **A Pink Lady® backpack**
- **Embroidered badges**

The organizing company reserves the right to verify the age of any winner before handing over his prize. The Organizing Company is not responsible for the service and / or product offered by the SMEG companies. The Organizing Company is dependent on the SMEG companies to ensure the proper delivery of the products to the winners. Therefore, the Organizing Company is not responsible for a shortage of stock, poor workmanship, poor

service and reserves the right to modify the allocations to compensate for a possible shortage. The endowments may in no case be exchanged for their value in cash or against any other endowment. The organizing company cannot be held responsible for the use or non-use, or even trading, of the prizes by the winners.

In the event of force majeure, the organizing company reserves the right to cancel the prize (s) won without consideration.

ARTICLE 7 - MODIFICATION OF THE DATES OF THE GAME AND ENLARGEMENT OF THE NUMBER OF PRIZES

The organizing company may not incur any liability in the event of force majeure or events beyond its control if it were to cancel this Game. It also reserves the right to extend or limit the period of participation, to postpone it or modify its conditions, its responsibility cannot be engaged for this fact.

Additions and modifications to these regulations may possibly be published during the Game. They will be considered as appendices to these regulations. Any change will be the subject of prior information by any appropriate means after filling the amendment with the office of the Bailiff depositary of these regulations.

ARTICLE 8 - REIMBURSEMENT OF PARTICIPATION FEES

As participation in the competition is free and without any obligation to purchase goods or services, reimbursement of costs incurred for requests to transmit the rules cannot be obtained.

The competition rules will be hosted from **27/06/2024** on the bio link of each Instagram account.

Participation in the game by means of a fixed or mobile internet connection carried out on a free or flat-rate basis (cable, ADSL, optical fiber, mobile internet package) will not give rise to any reimbursement insofar as the fact for the participant to log in to participate in the competition does not incur any additional costs.

ARTICLE 9 - RESPONSIBILITIES

Participation implies knowledge and acceptance of the characteristics and limitations of the Internet, the lack of protection of certain data against possible misappropriation or hacking and the risk of contamination by possible viruses circulating on the network. The organizing company declines any direct or indirect responsibility in the event of misuse or incident related to the use of the computer, access to the Internet, maintenance or malfunction of the Game servers, the line telephone or any other technical connection, sending forms to an incorrect or incomplete address.

It is up to all participants to take all appropriate measures to protect their own data and / or software stored on their computer equipment against any attack.

The organizing company will make its best efforts to allow access to the Game. The organizing company may, at any time, in particular for technical reasons, updating, maintenance, interrupt access to the site and to the Game. The organizing company will in no way be responsible for these interruptions and their consequences. No compensation can be claimed in this respect.

In addition, the responsibility of the organizing company can in no way be retained in the event of delivery problems or loss of postal or electronic mail (especially with regard to the delivery of prizes). Any prize sent by the organizing company to a winner which is unclaimed or returned for any other reason by the postal services will be lost for the winner and will remain acquired by the organizing company. The organizing company cannot be held responsible for the poor functioning of the Internet network, nor for delay, loss or damage resulting from postal and management services.

ARTICLE 10 - INTELLECTUAL, LITERARY AND ARTISTIC PROPERTY RIGHTS

The images used on the game site, the objects represented, the brands and trade names mentioned, the graphic and computer elements and the databases making up the game site, are the exclusive property of their respective owners and cannot be extracted, reproduced or used without the written permission of the latter, under penalty of civil and / or criminal prosecution.

ARTICLE 11 - PERSONAL DATA

The personal data collected as part of the participation in the competition are collected by the organizer and are subject to processing, under its responsibility, intended exclusively to manage the participation in the competition, designate the winners, hand over the prizes. . They will not be kept beyond the performance limits of these three obligations.

For the validation and taking into account participation, all data is mandatory. Accordingly, participants are informed that their participation will not be validated if they object to the collection of this data. The data collected is for the exclusive use of the organizer. In any case, they are not the subject of any communication or transfer to third parties.

ARTICLE 12 - ATTRIBUTION OF JURISDICTION AND INTERPRETATION OF THE REGULATIONS

Any possible dispute on the interpretation of the regulations will be decided by the organizing company.

Participation in this game implies the unreserved acceptance of (i) these regulations in all their stipulations, (ii) the ethical rules in force on the Internet (label, charter of good conduct, etc.) as well as (iii) the laws and regulations in force on French territory and in particular the provisions applicable to games and lotteries in force. No telephone or written request will be answered concerning the interpretation or application of these rules, the mechanisms or terms of the Game, as well as the list of winners. In the event of a dispute, only a registered letter with acknowledgement of receipt sent within a maximum period of 30 days after the end date of the Game will be admissible. Except in the case of obvious errors, it is agreed that the information resulting from the Game of the organizing company have probative force in any dispute as to the connection elements and the computer processing of said information relating to the Game.

Prior to any legal action related to or in connection with these regulations (in particular its application or interpretation), the participants undertake to file an amicable and gracious appeal with the organizing company.

Participants are subject to French regulations applicable to games and contests. Any dispute that cannot be settled amicably will be submitted to the competent courts on which the head office of the organizing company depends, except in the case of public order provisions to the contrary.

The rules of the game have been filed with SAS EXADEX (Durroux-Lançon-Schuyten-Georget-Mathieu), holder of a bailiff's office in MONTPELLIER, residing there 161 rue Yves Montand, Parc 2000