

## COMPETITION RULES

### ARTICLE 1 – Organising company

The PINK LADY® EUROPE ASSOCIATION, a company registered with the RCS (French Trade & Companies Registry) under the number 421 352 550 00048, whose registered office is located at 145 avenue de Fontvert, 84130 LE PONTET, FRANCE, (hereinafter referred to as the "**Organising Company**"), is organising a prize draw competition (hereinafter referred to as the "**competition**"). It is a prize draw competition with no obligation to purchase.

### ARTICLE 2 – Duration of the game

The competition will run from **18/11/2024 to 07/12/2024**.

The competition will end **on 18/12/2024 at 11:59 pm (local time)**.

After this date, it will no longer be possible to take part in the competition. In order to check compliance with the deadline, the date of receipt of the data, recorded electronically on the servers of the Organising Company, will apply.

### ARTICLE 3 – Terms and conditions of participation

This contest is open to any adult individual residing in the following countries: Germany, Italy, Ireland, and mainland France.

With the exception of employees of the Organising Company, as well as employees of the companies involved in organising the competition and their respective families (spouses, partners, children, parents, brothers, sisters).

Participation in the contest is conditional on participation via the newsletter or the game landing, and on signing up for the Pink My Life newsletter (new subscription or previously active subscription). (hereinafter referred to as the "**website**").

Apart from the log-in fees applicable depending on the mode of transmission chosen by the participant (mobile phone, Internet), participation in the competition is free of charge. It does not generate any subsequent costs.

**In order to enter the competition, participants must:**

- Participate via the dedicated landing page or through the newsletter to enter the game.

The contest is strictly reserved for subscribers to the Pink My Life newsletter, with no distinction based on the length of subscription to the program.

Any participation or registration that is incomplete, does not comply with the conditions of participation as explained in these rules, or which has been falsified, not validated, sent after the deadline or in a form other than that stipulated above, or which contains inaccurate or false information will not be accepted and will be deemed null and void.

In the event of a claim, it is up to the participants to prove that they have behaved in accordance with these rules. Participants authorise the Organising Company to carry out any necessary checks concerning their identity or home address.

The Organising Company reserves the right to bar participants from the competition for serious reasons, and from claiming the prizes awarded, in particular if it has good reason to suspect that inaccurate information has been provided, or if these rules have been tampered or not-complied with, or if there has been any other illegal behaviour by the participant likely to unduly harm the image of the Organising Company. In this case, the prize shall as of right remain the property of the Organising Company, which may use it as it sees fit and, in particular, draw another winner at random.

## **ARTICLE 4 – Terms and conditions, selection of the winner, functioning of the competition**

The draws will be conducted by the Organizing Company and will designate 1 winner among all the participants. It will take place no later than 18/12/2024.

The winners will be informed of the prizes won by e-mail, at the e-mail address provided at the time of their registration, within 30 days after the draw date.

The Organising Company shall not be held liable should it be impossible to award prizes in the event of incorrect or incomplete information being provided, or in the event of it not having been informed of a change to the information. Should it be impossible to send the announcement of the win within 15 days of its notification, the Organising Company is not obliged to carry out any further searches.

The winners will be put in touch with the partner regarding the attribution of their prize. The Organising Company reserves the right to communicate the winner's

personal data to the partner in charge of the organisation, so that the latter may contact the winner in order to be able to make use of the prize.

The organising company reserves the right to disqualify a winner if it considers that they have not complied with the terms and conditions of participation.

“Non-compliance with the instructions” refers to any information entered that is not valid.

## **ARTICLE 5 – Draw prizes**

The draw will select winners who will receive the following prizes depending on the country concerned:

**In mainland France, Italy, Ireland, and Germany; one winner only:**

**From January to June 2025: 3 trays of 6 apples per month. A total of 18 trays of apples.**

**Unit value: 3.29€**

**TOTAL COST: 59.22€**

The winner undertakes to accept the prize as offered without having the possibility of exchanging it, in particular for cash, other goods or services of any kind whatsoever, nor of transferring the winnings to a third party. Likewise, this prize may not be the subject of a claim for consideration.

The Organising Company may not be held liable should it be impossible to award the prizes in the event of incorrect or incomplete contact details having been provided, or in the event of it not having been informed of a change to contact details, or more generally should an event beyond the control of the Organising Company occur.

If it appears after the winner's file has been compiled, that there is any doubt as to the accuracy of any element of the contact details provided by the winner, the Organising Company reserves the right to request any documents which prove their name, address and e-mail address. Failing this, the prize shall not be awarded.

Should the winner not be able to claim their prize for any reason whatsoever, the prize shall remain the property of the Organising Company, and shall not be awarded to any other participant.

Under no circumstances may the prizes be taken back, exchanged for their value in cash or for another prize, nor may they be transferred to third parties. Winners may not contest the prizes that they have won in any way whatsoever. The winners undertake not to question the liability of the Organising Company with regard to the prizes.

In the event of *force majeure* or if circumstances so require, the Organising Company reserves the right to replace the prizes with prizes of the same value. It may not be held liable as a result.

The Organising Company shall not be held liable for any incident that may occur during the use of the prize. It may not be held liable should it be impossible for a winner to claim their prize.

The Organising Company reserves the right, if an event beyond its control occurs, in particular concerning its suppliers or as a result of unforeseeable circumstances, to replace the prize which has been announced by a prize of an equivalent value. The winner will be kept informed of any changes.

## **ARTICLE 6 – Discontinuation or interruption of the competition**

The Organising Company may at any time stop, extend or postpone the competition if it appears, or if there is a serious suspicion, that fraud has occurred in any form whatsoever (implementation of an automated response system, unusual winning rate, etc.), in particular by computer or telephone as part of the participation in the competition, and notably in the event of wrong information having been provided. The same applies if the smooth administrative and/or technical running of the competition is disrupted by a virus, computer or telephone bug, unauthorised human involvement or any other cause beyond the control of the Organising Company. In this case, the Organising Company reserves the right not to award the prize.

No legal claim may be made against the Organising Company in the event of the competition being discontinued or interrupted. The Organising Company reserves

the right to prosecute the perpetrators of any disruption before the competent courts.

## **ARTICLE 7 – Limitation of liability**

The Organising Company is fully liable in the event of intentional or grossly negligent behaviour as well as any prejudice resulting from harm to life and limb or to health, including harm caused by its companies, employees and staff.

It may not be held liable in any other way, on any grounds whatsoever, except in the event of non-compliance with an essential contractual obligation (cardinal obligation). A cardinal obligation is deemed to be any obligation stipulated in the contract without which the required objective cannot be achieved and which the contracting party could legitimately expect to be met. In such a case, liability is limited to typical foreseeable damage.

The Organising Company may not be held liable for any loss of data, especially during data transmission, or for any other technical faults. It is the responsibility of each participant to take all appropriate measures to protect their software and terminals against viruses and other technical attacks. All of the Organising Company's websites are protected by robust technical systems against technical attacks as well as against the intrusion and dissemination of viruses by third parties.

The Organising Company may not be held liable for any incident that may occur during the use of the prize. It may not be held liable should it be impossible for a winner to claim their prize.

The Organising Company reserves the right, without it being possible for it to be held liable, which the participants accept, not to award a prize to any winner whose public statements – made in particular, but not exclusively, on social networks – are contrary to public order and common decency and which in particular constitute incitement to commit crimes or offences, to engage in discrimination, hatred or violence on the grounds of race, religion, gender or sexual orientation, ethnicity or nationality, advocating Nazism, denial of the existence of crimes against humanity, undermining of the authority of the courts, defamation and insult, invasion of privacy, or acts which endanger minors, as well as any comments relating to prohibited objects and/or works, messages of a defamatory, rude, offensive or violent nature or which break current laws, messages about tobacco, alcohol and drugs which do not comply with current legal provisions, messages inciting the use of prohibited substances or suicide, or any dangerous behaviour, messages which infringe the rights of others and the safety of people and property in breach of the

private nature of correspondence, which contain nude scenes, or contain a message that directly or indirectly promotes any opinion, ideology or religion whatsoever, this list not being exhaustive. More generally, the Organising Company reserves the right, without it being possible for it to be held liable in this respect, which the participants accept, not to award the prize to any winner whose public statements may, directly or indirectly, cause any damage whatsoever to the image of the Organising Company, its products and/or services or brands.

Participants are informed that if the Organising Company is alerted by any means whatsoever about such remarks, it is at liberty to disqualify the person in question, refuse to allow them to be selected as the winner, and refuse to present them with the prize (in this case, the prize shall remain the property of the Organising Company, which may use it as it sees fit). If necessary, the Organising Company shall hand over the disputed contents to the administrative or judicial authorities.

The Organising Company may not be held liable if, due to *force majeure* or an event beyond its control, the competition were to be cancelled, extended, shortened, modified or postponed.

Any change will be announced in advance by any appropriate means. Additions and changes to the rules may therefore be published during the Competition. They shall be considered as appendices to these rules.

The Organising Company may not be held liable for any malfunction that prevents the smooth running of the Competition or which has damaged the Participant's computer system, or for the incorrect routing of electronic mail by operators.

It is the responsibility of each Participant to take all appropriate measures for protecting their own data and/or software stored on their equipment (computer, mobile phone, etc.) against any attack.

The Organising Company may not therefore be held liable for any material or immaterial damage caused to a Participant, to their computer and/or telephone equipment and to the data stored therein, or for any direct or indirect consequences that may result therefrom, in particular with regard to their personal or professional activity. Participants are fully responsible for their logging in to the Competition website and for their participation in the Competition, and are responsible for protecting their own data, software and computer and telephone equipment against any attack. Participation in the Competition implies knowledge and acceptance of the characteristics and limitations of the Internet, of the lack of

protection of certain data against possible misuse and the risks of contamination by any viruses which may be circulating on the Internet.

The Organising Company may not be held liable for any delays, losses, thefts, damage to letters, or poor legibility of postmarks due to the postal services. Nor shall it be held liable and no legal action may be taken against it in the event of *force majeure* (strikes, bad weather, etc.) which partially or totally deprive participants of the opportunity of taking part in the competition and/or the winners of benefitting from their winnings.

The Organising Company may cancel or suspend all or part of the Competition if it appears that fraud has taken place in any form whatsoever (implementation of an automated response system, unusual winning rate, etc.), in particular by computer or telephone as part of the participation in the Competition, and in particular in the event of wrong information having been provided. In such a case, it reserves the right not to award the prize to fraudsters and/or to prosecute the perpetrators of such fraudulent acts before the competent courts.

The Organising Company and its partners may not under any circumstances be held liable for any incidents that may occur during the use of the prizes by the beneficiaries or their guests once the winners have taken possession of them.

In all cases, if the smooth administrative and/or technical running of the Competition is disrupted by a virus, computer or telephone bug, unauthorised human involvement or any other cause beyond the control of the Organising Company, the latter reserves the right to interrupt the Competition.

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

As part of their participation in this competition, and in general, during their communication with the Organising Company, participants are required to provide certain items of personal data concerning them.

This personal data, and in particular any data containing names, provided by the participants, will be processed by computer by the Organising Company.

Personal data is used by the Organising Company to allow the smooth running of the competition. Winners' data may be published on the Organising Company's website, using an abbreviation of the winner's name. In addition, it is necessary to send the winners' data to the partners organising or sending the prizes, the postal services or parcel delivery services. The personal data that must be provided is indicated as such on the forms. It must be provided because of the need to be able

to contact the winning participants and to send them the prizes. This data has to be collected in order for participants to enter the competition and for the prizes to be awarded. Consequently, any persons who exercise their right to have their data erased before the end of the competition and the presentation of the prizes are deemed to have foregone their participation and their right to any prize.

If the participants have also signed up to receive the Pink Lady® newsletter, their personal data may be used by the Organising Company or companies linked to it to send the latest news from the Pink My Life club as well as the brand's special offers. Consent may be withdrawn at any time by writing to the Organising Company. Participants may continue to participate in this competition even after withdrawing consent.

Personal data will not be sent to companies which are not linked to the Organising Company beyond the provisions of this contract.

## **ARTICLE 9 – Legal basis, data collected, storage period, rights of the participant**

This data will only be kept by the Organising Company for the time necessary for the purposes set out above.

Participants are entitled at any time to view the personal data concerning them, to have it corrected, deleted or erased. In addition, participants are entitled to limit the processing and to their data being portable, as well as being entitled to refuse automated decision-making, including profiling. Participants are also entitled at any time to withdraw the consent that they have given for their personal data to be processed. Participants are also entitled to issue instructions on the use of their data after their death. In order to exercise this right, the Organising Company must be contacted in writing. Should any participant not be satisfied with the correspondence, they are entitled to lodge a complaint with the French *Commission nationale de l'informatique et des libertés* (CNIL).

As part of their participation in the Pink Lady® competition and, in general, the correspondence with Pink Lady® Europe, participants are required to provide certain items of personal data concerning them.

This data is processed by the Pink Lady® Europe association, whose contact details are shown at the beginning of this document.



The legal basis for this processing is:

The performance of a contract for managing the participant's participation in the Pink Lady® competition.

The legitimate interest and, where applicable, the consent of the participant for the enrichment and enhancement of the customer/prospect database, the development of Pink Lady® special offers and in particular the provision of customised offers based on the analysis of uses, the organisation of prize-draw competitions, the performance of statistical studies, analyses and audience ratings, information provided to members through, in particular, the distribution of the Pink Lady® newsletter.

Compliance with a legal obligation to combat fraud and money laundering as well as archiving obligations.

#### PURPOSE:

The purpose of this processing is to guarantee participants optimal use of the benefits of the competition, and to enable Pink Lady® to tailor its offers and keep participants informed.

#### DATA COLLECTED:

The data collected is:

- Contact data (email address, hometown),
- Log-in data (IP address, date and time of participation)

The duration of the processing of personal data is:

- For competition participation data: 90 days from the draw date
- For contact data: 90 days
- For mailing list subscription data: 5 years

For data needed for performing the Contract:

The duration of the performance of the Contract, beyond that:

- For 5 years as proof of the civil contract,
- For 10 years as part of accounting requirements.

Pink Lady® Europe will only keep this data for the time necessary for the purposes set out above.

The personal data that must be provided is indicated as such on the forms. The data must be provided because of the need to be able to contact winning participants so that they may be given their prizes, as well as to run the Pink Lady® Club and to tailor the Pink Lady® offers and the benefits of the Pink Lady® Club to the needs of its members as closely as possible. Without this data, Pink Lady® will not be able to register the member's membership of the Pink Lady® Club.

Members are entitled to access, correct, erase and object to personal data concerning them at any time, to limit the processing of such data and to their data being portable as well as being entitled to refuse automated decision-making (including profiling). Members are also entitled at any time to withdraw the consent that they have given for the processing of their personal data. Finally, members are entitled to issue instructions regarding what happens to their data after their death. In order to exercise this right, they need only send a letter or email to the following address: Pink Lady® Europe, 145 avenue de Fontvert, 84130 Le Pontet, France; [customerservice@pinkladyeurope.com](mailto:customerservice@pinkladyeurope.com), along with proof of identity. Should any member not be satisfied with the correspondence, they are entitled to file a complaint with the French *Commission Nationale de l'Informatique et des Libertés* (CNIL).

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

Any unauthorised reproduction, whether total or partial, of these trademarks, logos and signs constitutes an infringement punishable under criminal law.

All trademarks, logos, texts, images, videos and other distinctive signs reproduced on the website as well as on the websites which are accessible from this site via hypertext links, are the exclusive property of their owners and are protected as such by the provisions of the Intellectual Property Code which are applicable worldwide. Any unauthorised reproduction constitutes an infringement punishable under criminal law.

By taking part in this competition, participants accept these rules fully and completely.

## **Article 11 – Agreement on evidence**

By express agreement between the participant and the Organising Company, only the computer systems and files of the Organising Company shall provide authentic evidence.

The computerised registers, kept in the computer systems of the Organising Company, under conditions which offer reasonable security and reliability, are considered proof of the interaction and communication between the Organising Company and the participant.

It is consequently agreed that, except in the case of an obvious error, the Organising Company may invoke, in particular for the purpose of providing proof, any act, fact or omission, programmes, data, files, recordings, operations and other elements (such as progress reports or other statements) of a computer or electronic nature, format or version, which have been compiled, received or kept directly or indirectly by the Organising Company, in particular in its computer systems.

The details in question thus constitute proof and if they are produced as evidence by the Organising Company in any legal or other proceedings, they will be admissible, valid and enforceable between the parties in the same way, under the same conditions and with the same probative value as any document which may be drawn up, received or kept in writing.

Operations of any kind carried out using the log-in and code allocated to a participant, following registration, are irrefutably presumed to have been carried out under the participant's responsibility.

## **Article 12 – Other provisions**

The Organising Company reserves the right to rule without appeal on any difficulty which may arise in connection with the interpretation or application of these rules, with it being understood that no competition conditions, results, winnings or their receipt in particular may be disputed, after the period of one month following the end of the game has elapsed. Except in the case of obvious errors, it is agreed that the information contained in the competition systems of the Organising Company

has probative value in any dispute concerning the log-in and computer processing details of such information regarding the competition.

The Organising Company reserves the right, without it being possible for it to be held liable, to shorten, postpone, change, extend or cancel the Competition, its rules and prizes, if circumstances so require.

Any changes which may have been made to these rules will be considered as amendments to these rules, and may be consulted on the Website under the same terms and conditions.

In such cases, the participants or any other person may neither demand to be informed on an individual basis nor claim interests or damages.

The rules of the game have been filed with SAS EXADEX (LANÇON-SCHUYTEN-GEORGET-MATHIEU), judicial official in MONTPELLIER, 161 rue Yves Montand, Parc 2000, France. The rules may be found on the following website: [www.apple-pinklady.com](http://www.apple-pinklady.com) and may be sent free of charge to the participant's address on simple written request.

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