

COMPETITION RULES

ORGANISED BY FASTNED FRANCE

ARTICLE 1 - ORGANISATION OF THE GAME

Fastned France, a SASU registered in the Saverne Trade and Companies Register under number: 853 300 010, whose registered office is located at 18 rue du Faubourg du temple, 75011 Paris (hereinafter referred to as the "**Organising Company**"), regularly organises games and competitions, free of charge with no obligation to purchase (hereinafter referred to as "**the Game(s)**"), via its accounts on social networks (such as Twitter, Linkedin, Facebook, Instagram, etc.) and which may also be promoted on or by any other medium (in particular on any other social network, platform, magazine, radio, etc.) (hereinafter "**Medium(s)**")..

These rules (hereinafter "**the Rules**") constitute the regulatory framework applicable to all of these Games and shall be supplemented by the terms and conditions specific to each Game (in particular as regards how it is run: dates of Game sessions, conditions of participation, prizes, Game mechanism, etc.) as described in the in the publications on the Organising Company's Linkedin, Twitter or Instagram pages (hereinafter "**the Game Publication(s)**").

In the event of any discrepancy between these Rules and the information specified in the Game Publication, the Game Publication shall prevail in all cases. By way of exception, certain Games may nevertheless be subject to specific rules dedicated solely to that Game, in which case the Organising Company shall refer to such specific rules on the Game Support.

<u>These Rules apply from 15 July 2024 until 20 July 2024 8pm.</u> If the terms and conditions are modified, they will, where applicable, be updated in the Game Publication.

These operations are neither organised nor sponsored by Facebook, Google, Apple or Microsoft or any other company other than the Organising Company.

ARTICLE 2 - ACCEPTANCE OF THE RULES

Any participation in one or more Game(s) implies full and unreserved acceptance of these Rules as well as the specific terms and conditions for each Game as specified on the Game Publications.

Any violation of the articles of these Rules and/or of the terms and conditions specific to each Game (as specified on the Game Publications) will result in the exclusion of the participant and the non-awarding of any prize, without prejudice to any other action that the Organising Company may decide to take.

These Rules and the specific terms and conditions for participating in each Game can be consulted by all participants on the Game Publications throughout the duration of each Game.

The Organising Company reserves the right to make any changes to these Rules. The Organising Company also reserves the right to extend or limit the participation period, to postpone it or to modify the conditions (such as the replacement of the prizes by prizes of an equivalent nature and commercial



value), for which reason it may not be held liable. Any amendment or new rules will be updated on the Publications.

ARTICLE 3 - TERMS AND CONDITIONS OF PARTICIPATION

The Game is free of charge, with no obligation to purchase, and is open to any natural person of legal age who has a user account on <u>www.linkedin.com</u>, <u>www.x.com</u>, <u>www.facebook.com</u>, <u>www.instagram.com</u> or according to the website on which the Game is announced, and who resides in Metropolitan France (including Corsica and DROM-COM) (hereinafter referred to as the "**Participant(s)**"), with the exception of employees of the Organising Company and their families, as well as any persons who have participated directly or indirectly in the preparation, organisation, execution and/or management of the Games.

The Game is not open to minors.

Participants authorise the Organising Company to verify their identity.

The mere fact of taking part in the Game implies full and unreserved acceptance of these Rules.

In order to participate in the Games offered by the Organising Company, each participant must consult one of the Publications and comply with the procedure described. The terms and conditions of participation shall be set out clearly and precisely in the Publication. The participant undertakes to comply with all of the terms and conditions specific to each Game and indicated on each Publication.

The duration of the Games is specified in the Publication announcing the Games. Any participation before or after the dates and times mentioned in the Publication will be considered null and void and will not be taken into account.

ARTICLE 4 - DESIGNATION OF WINNERS

The Winners will be selected according to these methods by the Organising Company from among the Participants (hereinafter referred to as "**the Winners**").

The procedures for selecting the Winners of the Game will be clearly and precisely set out in the Publication.

Only one Entry per person is authorised for the entire duration of the Game (a Participant's first and last name, e-mail address and Linkedin/Twitter/Instagram/Facebook handle may only appear once on the list of Participants).

It is specified that the costs incurred in connection with Participation (internet connection costs inter alia) will remain entirely at the Participant's expense.

Only the winners will be informed of the results of their participation in the Games. No e-mail or letter, even in reply, will be sent to Participants who have not won. The Winners will be informed of their win, at the end of the selection process, via a private message on their personal Linkedin, Facebook, Instagram or Twitter account or according to the medium on which the Game was announced.



The Winners will then be invited to reply before a certain date determined by the Organising Company and specified in the private message, indicating in their reply their contact details (first name, surname, date of birth, email address and any other information useful for awarding their prize).

ARTICLE 5 - PRIZES

The Winner(s) will win the prize indicated in the Publication (hereinafter the "Prize").

Any Winner who does not respond within the time limit set from the notification of his/her prize and the associated Prize shall be deemed to have purely and simply renounced it and the Prize shall then remain the property of the Organising Company.

Unless otherwise specified on the Game Support, the winners will receive their prize in the Organising Company's application.

If the contact details provided by the Winner(s) are incomplete, incorrect or unusable, the Winner(s) will lose the benefit of the Prize.

Each Prize is nominative and may not be awarded to another person. Each Prize is non-exchangeable and may not be the subject of a cash refund or any other consideration of any kind whatsoever, and is non-transferable.

If, due to a case of force majeure or events beyond its control, the Organising Company is unable to deliver the advertised prize, it reserves the right to replace the prize won with a prize of equivalent value and similar characteristics, without this giving rise to any dispute whatsoever.

ARTICLE 6 - IDENTIFICATION OF WINNERS AND ELIMINATION OF ENTRIES

Participants authorise the Organising Company to carry out any necessary checks on their identity, age and contact details.

In order to benefit from the Prize, Participants must have an account in their own name in the Organising Company's application.

Registering under a false identity or with the identity of another person or giving false information or registering under several identities will result in the cancellation of the Participation.

Failure to comply with these Rules or any fraud or attempted cheating, however committed, will not invalidate the author's Entry.

The Organising Company reserves the right to put back into play any prize acquired fraudulently.

ARTICLE 7 - INFORMATION TECHNOLOGY AND CIVIL LIBERTIES

As part of the management of the Games and the dispatch of the Prizes to the Winners, the Winners are asked to provide the Organising Company with personal data concerning them, namely :

- Name;

- First name ;



- The pseudonym used to take part in the Game ;
- The existence of an account in his/her own name on the Organising Company's application;
- Its postal address is ;
- His e-mail address ;

In accordance with the regulations relating to the Protection of Personal Data, Participants have the right to access, rectify and withdraw their personal data, as well as the right to portability, limitation and opposition to the processing of such data. The Participant may exercise all of these rights by writing to the Organising Company at the following e-mail address: privacy@fastned.nl

The Participant may also lodge a complaint with the national supervisory authority, in this case the Cnil, if he considers that the processing of personal data concerning him does not comply with European data protection regulations, at the following address:

Cnil - Complaints department

3 place de Fontenay - TSA 80715

75334 Paris Cedex 07

Tel : 01 53 73 22 22

ARTICLE 8 - LIABILITY

The liability of the Organising Company is strictly limited to the organisation of the Games, the designation of the Winners and the allocation and dispatch of the Prizes to the Winners.

The Organising Company may not be held liable for Internet network congestion, the quality of Participants' equipment or the quality of their access method, which could have repercussions on the time taken to send responses or on the connection time required to participate. Thus, the liability of the Organising Company may not be incurred if the Entries are not recorded, are incomplete or are impossible to verify.

The Organising Company reserves the right to interrupt, modify, shorten or cancel the Games in the event of a force majeure event making it impossible to carry out the Games, without its liability being incurred as a result. In such a case, the Organising Company shall inform the Participants via the platform on which the Game has been published.

The Organising Company shall not be liable for any damage arising from the use of the Prize.

ARTICLE 9 - DISPUTES

These Rules are governed by French law.

Participation in the Game implies full and unreserved acceptance of these Rules.



Any disputed interpretation of these Rules, any disputed case and any cases not provided for shall be decided by the Organising Company. No request concerning the interpretation of these Rules that reaches the Organising Company more than fifteen (15) days after the end of the game will be answered. No telephone request concerning the interpretation of these Rules will be answered for reasons of cost and logistics.