

## COMPETITION RULES

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DRAW.CONTEST - Create and win your Gandhi T-shirt

Gandi 20th anniversary t-shirt design contest

### **Article 1: Organizing Company**

Gandi, hereafter referred to as the "Organizing Company", a Simplified Joint Stock Company with a total capital of €2,300,000, headquartered at 63-65 boulevard Masséna in Paris (75013) France, registered under number 423093459 with the Paris Trade and Companies Register, is organizing a free contest, with no obligation to purchase, entitled "Gandi 20th anniversary t-shirt design contest" (hereafter referred to as the "Contest").

### **Article 2: Duration**

The Contest will run from February 3rd, 2020 12:00 UTC to April 3rd, 2020 12:00 UTC.

### **Article 3: Participants**

The Contest is open to any person of legal age in any territory via the website <https://20.gandi.net>. Employees of the Organizing Company are not authorised to take part in the Contest.

The number of entries over the entire duration of the Contest is not limited. Nevertheless, each participant is limited to the creation of one account, identified by its email address.

The Organizing Company reserves the right to verify any information concerning the identity of any participant. Any person who has provided fraudulent, false, misleading, incorrect or inaccurate identification, or who uses multiple accounts, will be excluded from the Contest and will not, in the event of a win, be able to receive the prize.

Participation in the Contest implies full acceptance of these rules.

### **Article 4: Terms of participation**

The Contest takes place exclusively on the Internet, between the dates indicated in article 1.

#### 4.1 Creation

The design studio located at <https://20.gandi.net/draw-contest> allows you to design a T-shirt for Gandhi's 20th anniversary (hereinafter the "Design").

To validate his or her Creation, and consequently his or her participation, each participant must:

- Choose the elements that it wishes to include in its creation from a gallery of pre-existing elements (illustrations, logos, texts) via a "Drag & Drop" system. Each pre-existing element may have its size and orientation adjusted.
- When the Design is finished, it must enter its email address to download the .jpg image file of its Design.
- Share the Design on Twitter using the #PrintMyGandi hashtag.

For promotional purposes, the Organizing Company and its employees will provide Creations (the "Gandi Designs"). These shall be submitted to a vote in the same manner as other Designs submitted by participants.

#### 4.2 Confirmation of participation

To confirm its participation and its Design, each participant must :

- Accept the general terms and conditions of the Contest when filling out the form.
- Indicate whether or not it agrees to receive commercial solicitations by e-mail from the Organizing Company when filling out the form.
- Have a Twitter account
- Vote for one of the Designs or submit via Twitter its Design(s) created exclusively from the design studio available at: <https://20.gandi.net/draw-contest>.

It is understood that each participant is responsible for the accuracy of the information provided. Only forms that are legible, duly and correctly completed, and thereby collected, will be considered valid.

#### 4.3 Voting

Sharing the Design on Twitter must absolutely be done using the #PrintMyGandi hashtag in order to be taken into account for the Contest.

Counting system :

Only reweets of the initial tweet posted by the participant will be counted.

Voting on Twitter via retweet does not require any prior registration on <https://20.gandi.net/draw-contest>.

### **Article 5: Exclusion of participation**

Any participation in the Contest in violation of the provisions of these Rules will render such participation invalid.

Consequently, any identification or participation that is incomplete, erroneous or inaccurate, or done after the deadline (the date and time of login of the participants, as recorded by the computer systems of the Organizing Company or its technical service providers) or based on a false declaration, shall result in the disqualification of the participant and the non-award of any prize that it may have won and shall not entitle the participant to any compensation whatsoever, without the Organizing Company's liability being invoked.

The Organizing Company reserves the right to carry out any verification for the respect of the present article as well as of all the rules, in particular to exclude any participant having committed any abuse whatsoever, and may limit this verification to the winners, the Organizing Company having no obligation to carry out a systematic verification on all the participants.

The Organizing Company reserves the right to report to Twitter and to disqualify from the final outcome of the Contest any Design that is not in line with the values of the Organizing Company, contrary to good moral standards or which may infringe third parties' rights.

### **Article 6: Naming the winners**

Three participants will be named winners by the Organizing Company according to the following criteria:

The three Designs having accumulated the most retweets and likes for a single Design from February 3rd, 2020, 12:00 UTC to April 3rd, 2020 12:00 UTC.

In the event of a tie, the participant with the most likes will be the winner.

In the event that one or more of Gandi Designs obtain the first, second, and/or third places in the Contest, these Gandi Designs shall then be selected for one of the designs of the Gandi 20th anniversary t-shirt prints, according to Article 10 of these terms.

The prizes defined in Article 8 shall be given to the 3 participants whose Creations have obtained the highest positions in the Contest's rankings, aside from the positions occupied by Gandi Designs, if need be.

Selection date :

The results will be communicated on the 20.gandi.net website on April 9th, 2020 at 12:00 UTC.

### **Article 7: Announcement of the winners**

The three (3) winners will be notified personally according to the following steps. Gandi :

- will comment on each of the 3 winning entries
- will subscribe to the winner's Twitter account.
- will contact the winner by private message

Only the winners will be informed of the results of their entry in the Contest. No e-mails or letters will be sent to participants who have not won, even in reply.

### **Article 8: Prizes**

For the 1st place: a Fairphone worth 450 € incl. VAT.

10 printed T-shirts for each of the 3 winners.

#### **Details:**

The 3 winners of the Contest will have their Design printed on 10 t-shirts that will be sent to them by the Organizing Company (the size and shape of the t-shirts will be determined with the Organizing Company once the results are announced - see article 7).

Total value: 201.50 € incl. VAT for ten T-shirts.

The value of the prizes is determined at the time of drafting these rules and cannot be disputed as to their value.

### **Article 9: Distribution of prizes**

The prizes will be sent to the postal address provided by the winner to the Organizing Company following the announcement of the results.

The winners agree to accept the prizes as offered without possibility of exchange, in particular for cash, other goods or services of any kind whatsoever, nor transfer of the benefit to a third party. Similarly, these prizes may not be subject to claims for compensation.

The Organizing Company reserves the right, in the event of an incident beyond its control, in particular related to its suppliers or to customs circumstances, to replace the announced prizes with prizes of equivalent value. The winner in question will be kept informed of any changes.

### **Article 10: Winning creations marketing**

The Designs that have obtained the first, second, and third place positions in the Contest will be printed in an amount up to 500 copies each, and will be sold on the Gandi page of our partner's website tshirtstore [https://t-s.fr/index.php?cat\\_id=19](https://t-s.fr/index.php?cat_id=19).

The sale of these T-shirts will take place from April 24, 2020, 12:00 UTC until December 11, 2020, 12:00 UTC (13:00 Paris time).

At the end of this marketing period, the profits from each sale will be donated to one of Gandi's supported projects.

If the T-shirts sold are Gandi Designs, Gandi will select the supported project to which the profits will be donated.

If the T-shirts sold are Designs of one of the winners, it is the free choice of the winner as to which supported project the profits will be donated to, from the following list:

- Bibliothèque Sans Frontières,
- Exodus Privacy,
- Framasoft,
- HAND,
- L214,
- OpenStreetMap,
- Reconnect,
- Tela Botanica,
- Sea Shepherd,
- FIDH.

In the absence of a response from the winner regarding the allocation of proceeds within one month of the announcement of the results, the allocation of proceeds will be decided by Gandi.

## **Article 11: Intellectual property**

The reproduction, representation, or use of all or part of the elements that comprise the Contest, including the present rules, is strictly prohibited.

All trademarks, logos, texts, images, videos, and other distinctive features reproduced on the site as well as on the sites to which the site provides access via hypertext links are the exclusive property of their owners and are internationally protected as such by the provisions of the French Intellectual Property Code. Their unauthorized reproduction constitutes an infringement punishable by law.

The Designs shall be ceded free of charge and exclusively for the benefit of the Organising Company for the whole world and for the duration of the relevant rights in accordance with the Intellectual Property Code, as and when they are created.

By intellectual property rights, it shall be understood the economic rights referred to in the French Intellectual Property Code, including any related rights, for the uses referred to below and regardless of the type of work considered, i.e. an individual work, a collaborative work, or a collective work.

Consequently, the participant exclusively assigns to the Organizing Company the following rights, for any Design:

- the right of reproduction: the right to reproduce or have reproduced, duplicate, print, record in whole or in part the Designs on any medium, in particular paper, magnetic, digital, or any other known or unknown medium, present or future, without limitation on number;
- the right of adaptation: the right to modify or correct the Designs, in whole or in part, or to integrate them in whole or in part into existing or future works;
- the right of representation, the right of the Organizing Company to disseminate or have disseminated the Designs in their original or modified versions, in any manner whatsoever, by any process whatsoever, known or unknown to date, and in particular by television broadcasting and public communication, by public presentation and by any of the media mentioned in this article, in any format, directly or by any third party, and without limitation;
- the right of use: the right to use and exploit on a personal basis or for the benefit of third parties, whether free of charge or against payment, the right to transfer back to any third party, including in return for remuneration, in any form whatsoever, all or part of the rights transferred.

## **Article 12: Use of participants' personal data**

The communication of personal data by the Participant at the time of registration and participation in the Contest shall constitute consent and shall give rise to the creation by the Organising Company of a file containing said data for the purposes of the proper conduct and promotion of the Contest and the awarding of the prizes.

This information is intended for the Organizing Company and may be transmitted to its technical partners and to any service provider, in particular in order to ensure the smooth operation of the Contest and the delivery of prizes.

In the event that the Participant who has ticked the corresponding box on the entry form agrees, the data collected may be used for promotional or advertising purposes (in particular newsletters) by the Organizing Company and its subsidiaries.

The participant's personal data shall only be retained for the duration of the administration and communication of the Contest and shall subsequently be deleted within a maximum period of one year from the end of the Contest.

The Organizing Company has appointed a Personal Data Protection Officer, whom the participant may contact at the following address: [dpo@gandi.net](mailto:dpo@gandi.net).

The Organizing Company shall take the appropriate physical, technical, and organizational measures to ensure the security and confidentiality of the participant's personal data in order to protect them against any loss, accidental destruction, alteration and unauthorized access.

In accordance with the French law n°78-17 of January 6, 1978 relating to information technology, files and modified liberties, and the European Regulation n° 2016/679 of April 27, 2016 relating to the protection of personal data, any participant may withdraw his or her consent and exercise his or her right of access, opposition, rectification, update, deletion, and restriction of use, as well as the right to the portability of personal data, by sending his or her request

- via the online form available at the following address: "<https://gandi.net/fr/mes-droits/>";
- by mail at the following address: Data Protection Delegate, Gandi SAS, 63-65 Boulevard Masséna, 75013 Paris.

This request must be signed by the participant and accompanied by a photocopy of a valid participant's identity card, as well as the address to which the reply must be sent.

Consequently, any person who exercises the right to delete or oppose his or her personal data before the end of the Contest shall be deemed to have withdrawn his or her participation.

### **Article 13: Liability**

Participation in the Contest implies knowledge and acceptance by the participants of the characteristics and limits of the Internet and social networks, the lack of protection of certain data against possible misappropriation or hacking and against the risks of contamination by any possible malicious software circulating on the network.

The Organizing Company shall not be liable for any damage, material or immaterial, caused to the participants, their computer equipment and/or the data stored therein resulting from malicious intervention, connection problems, hardware or software problems, disruptions external to the Organizing Company that could affect the proper conduct of the Contest.

The Organizing Company reserves the right to interrupt, postpone, modify, shorten, extend, or cancel the Contest if circumstances so require (in particular if the proper administrative and technical running of the Contest is disrupted by a virus, computer bug, unauthorized human intervention, or any other cause beyond the control of the Organizing Company). The Organizing Company may not be held liable in this respect.

The Organizing Company may under no circumstances be held liable in the event of identity theft or any other act of fraud by one of the participants in relation to their identity.

The Organizing Company shall not be held liable for delays, losses, thefts, damage to mails/parcels, lack of legibility of stamps as a result of postal operations. It shall also not be held liable and no recourse may be taken against it in the case of events of force majeure that partially or totally

deprive the participants of the possibility of participating in the Contest and/or the winners of the benefit of their winnings.

Prizes that cannot be delivered for reasons beyond the control of the Organizing Company (incorrect address, no response from the winner, etc.) shall be definitively lost and may not be re-allocated. Any prize that may be returned to the Organizing Company may not be claimed more than one month after the mails/parcels have been sent and shall be definitively lost and may not be re-allocated.

The Organizing Company as well as its service providers and partners may under no circumstances be held liable for the loss or theft of prizes, or for any incidents that may occur in the use of prizes by the winners once they have taken possession of them.

Any additional cost necessary to take possession of the prizes shall be borne entirely by the winners without them being able to request any compensation from the Organizing Company, nor from the service providers or partners.

#### **Article 14: Rules**

##### 14.1. Reference

The Contest's rules can be viewed online and printed at any time at [20.gandi.net/draw-contest](http://20.gandi.net/draw-contest). They may be sent free of charge to any person who requests them from the Organizing Company.

##### 14.2 Acceptance of the rules

The mere fact of participating in the Contest implies full and unreserved acceptance of these rules.

##### 14.3 Claims

In order to be considered, any disputes or complaints relating to the Contest must be made within one month of the date of conclusion of the Contest at one of the following addresses:

- Gandi SAS, 63-65 boulevard Massena 75013 Paris, France
- [gandi20@gandi.net](mailto:gandi20@gandi.net)

All claims for prizes must be accompanied by the confirmation email stipulating:

- the prize won by the Participant;
- its contact information (title, surname, first name, postal address, telephone number);
- the subject of the claim.

The Organizing Company reserves the right to decide without appeal on any difficulty that may arise with regard to the interpretation or application of these rules.

#### **Article 15: Applicable law**

These regulations are subject to French law.

## **Article 16: Agreement on proof**

By express agreement between the participant and the Organizing Company, the computer systems and files of the Organizing Company and its service providers shall be the sole authenticators.

The computerized records, kept in the computer systems of the Organizing Company and its service providers, under reasonable conditions of security and reliability, shall be considered as proof of the relations and communications between the Organizing Company and the participant.

It is therefore agreed that, except in the case of manifest error, the Organizing Company may avail itself, in particular for the purposes of proof of any act, fact or omission, of the programs, data, files, records, operations, and other elements (such as monitoring reports or other statements) either in a computer or electronic format or medium, established, received, or kept directly or indirectly by the Organizing Company, in particular in its computer systems.

The elements considered thus constitute proof and if they are produced as evidence by the Organizing Company in any litigation or other proceedings, they shall be admissible, valid, and enforceable between the parties in the same way, under the same conditions, and with the same evidentiary weight as any document drawn up, received, or kept in writing.

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