

GENERAL RULES OF LOTTERY.WHEEL

Article 1: Organizing Company

Gandi, hereinafter the "Organizing Company", a Simplified Joint Stock Company with a capital of €2,300,000, having its registered office at 63-65 boulevard Masséna in Paris (75013) France, registered under number 423093459 with the Paris Trade and Companies Register, organizes free games with no obligation to purchase, entitled "LOTTERY.WHEEL", aimed at making participants win prizes (hereinafter the "Games").

Article 2: Framework applicable to the Games

The Games are governed by :

- The present general rules (hereafter "General Rules") which establish the general conditions of the Games;
- The special conditions specific to each Game (hereinafter "Special Conditions") which will be published each month following the General Rules, at the latest on the day of the launch of the new Game session, and which will specify in particular: the start and end dates of the Game session and the prizes for the Game session concerned.

The Games will take place between June 2, 2020 and March 4, 2021, in 48-hour sessions per month, between 00:00 and 23:59 in the time zone UTC-12.

The Special Conditions for expired Games sessions will be incrementally removed from the site <https://20.gandi.net> as they expire.

Participation in the Game implies full acceptance of the General Rules and Special Conditions.

Article 3: Participants

The Games are open to any person of legal age in any territory via the website <https://20.gandi.net>. Employees of the Organizing Company or its subsidiaries are not authorized to participate in the Games.

Participation is limited to one entry per person per Game session.

Persons who have had active products at Gandi for a minimum of one year (hereinafter referred to as "Gandi Customers") shall receive by e-mail participation codes allowing them to benefit from a number of entries equal to their years of seniority. The use of this number of additional participations may, at the discretion of Gandi's Customers, be carried out during one game session or spread over several sessions during the period June 2020 - March 2021.

The number of years of seniority is defined by the date of creation of the Customer's account (Organization natural person). Only the Organizing Company is capable of defining seniority, without this calculation being questioned by anyone and in any way whatsoever.

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.

Participation in a Game session shall give the right to participate in the final draw organized by the Organizing Company.

Article 4: Terms of participation

This Game takes place exclusively on the Internet, on the dates indicated in the Special Conditions.

In order to participate, each participant will be invited to:

- Fill in its email address;
- Accept the General Rules and the Special Conditions of the Game (mandatory agreement);
- Indicate whether or not it agrees to receive commercial solicitations by email from the Organizing Company (optional agreement);
- Validate the Captcha's requests.

Each participant is responsible for the accuracy of the information provided.

Article 5: Exclusion of participation

Any participation in violation of the provisions of these General 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.

Any participant suspected of fraud, in particular via the creation of multiple accounts, may be excluded from the Game by the Organizing Company without the latter having to justify itself.

The Organizing Company reserves the right to carry out any verification to ensure compliance with the present article as well as with all of the General 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 participants.

Prizes not awarded as a result of non-compliance by the participant with the General Rules or the Specific Conditions may, at the discretion of the Organizing Company, be put back into play during a subsequent Game session.

Article 6: Prizes

Prizes consist of tangible and intangible items.

The prizes put into play and their value are defined for each Game session in the Special Conditions.

The value of the prizes is determined at the time of drafting these General Rules and cannot be challenged as to their appraisal.

All costs incurred subsequent to the Game, in particular for the maintenance and use of the material prizes, shall be entirely borne by the winner.

The prizes provided in the form of discount coupons are valid until the start of the next Game session.

Article 7: Designation and announcement of the winners

The outcome of the Game is immediate and is displayed automatically.

In the event of a win, the winner will receive a summary of its prize by email to the email address previously provided.

No email or mail will be sent to participants who have not won, even in reply.

Article 8: Distribution of prizes

The delivery of prizes is defined according to the nature of the prize and the location of the winners:

- Intangible items are made available to the winner immediately when the prize is displayed.
- For participants located in Europe who have won a tangible item: the prize shall be sent to the postal address provided by the winner in the designated form following the announcement of the results. For tangible items, the winner will be invited to communicate its postal address and any additional information necessary for the prize delivery.
- For participants located outside Europe who have won a tangible item: the Organizing Company will send the winner a voucher by email worth of the value of the prize.

The intangible items are not nominative and may be transferred to a third party, within the limits of validity set out in Article 6.

The winners undertake to accept the prizes as offered without the possibility of exchange, in particular for cash, other goods or services of any kind whatsoever. Likewise, these prizes may not be the subject of claims for compensation.

The Organizing Company reserves the right, in the event of the occurrence of an event beyond its control, in particular related to its suppliers or to unforeseeable circumstances, to replace the announced prizes by prizes of equivalent value. The winner will be informed by email of any changes.

If the winner does not provide the Organizing Company with the information required for the delivery of the tangible item or the sending of the intangible item before the start of the next Game session, the prize shall not be awarded to the winner and shall be put back into play during a subsequent session.

Article 9: Intellectual Property

The reproduction, representation or exploitation of all or part of the elements that make up the Game, including the present rules, are strictly prohibited.

All trademarks, logos, texts, images, videos and other distinctive signs 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 protected as such by the provisions of the Intellectual Property Code for the entire world.

Any unauthorized reproduction, in whole or in part, of these trademarks, logos and signs constitutes an infringement punishable by law.

Article 10: Use of participants' personal data

The communication of personal data by the Participant at the time of registration and participation in the Game shall constitute consent and shall give rise to the creation by the Organizing Company of a file containing said data for the purposes of the proper conduct and promotion of the Game 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 order to ensure the smooth running of the Game and the sending of the prizes.

In the event that the Participant gives its consent by ticking the corresponding box, 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 be retained for the sole duration of the management and communication of the Game and shall subsequently be deleted within a maximum period of one year from the end of the Game.

The Organizing Company has appointed a Data Protection Officer, whom the participant may contact at the following address: 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 its consent and exercise its right of access, opposition, rectification, updating, deletion, and limitation of processing, as well as the right to portability of personal data, by sending its request

- via the form the line available at the following address: "<https://gandi.net/fr/mes-droits/>";

- by mail at the following address: Data Protection Officer, 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 its personal data before the end of the Game shall be deemed to have withdrawn its participation.

Article 11: Liability

Participation in the Game implies knowledge and acceptance by the participants of the characteristics and limits of the Internet, the lack of protection of certain data against possible misappropriation or hacking and against the risks of contamination by possible viruses 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 running of the Game.

The liability of the Organizing Company shall not be engaged in the event of force majeure or fortuitous events beyond its control.

The Organizing Company reserves the right to interrupt, postpone, modify, shorten, extend or cancel the Game if circumstances so require (in particular if the proper administrative and technical running of the Game is disrupted by a virus, computer bug, unauthorised 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 mail/parcels, lack of legibility of stamps due to postal services. It shall also not be held liable and no recourse may be taken against it in the event of the occurrence of events of force majeure (strikes, bad weather, etc.) partially or totally depriving participants of the possibility of participating in the Game and/or winners of the benefit of their winnings.

The prizes that could not be awarded 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 is returned to the Organizing Company may not be claimed more than one month after the mail/packages 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 responsible for the loss or theft of prizes, 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 12: Rules

The Game's General Rules and Special Conditions shall be filed with SCP ABCJUSTICE, 137 boulevard Raspail, 75006 PARIS the holder of a bailiff's office domiciled in 4 place du Marche, 78110 LE VESINET.

The General Rules and Special Conditions are written in French and English versions.

In the event of any discrepancy between the two aforementioned versions, the French version shall prevail in determining the spirit, intent, and meaning of the related rules.

12.1. Consultation

These Game General Rules and Special Conditions may be viewed online and printed at any time at <https://20.gandi.net/lottery-wheel/>. They may be sent free of charge to any person who requests them from the Organizing Company.

12.2 Acceptance of the rules

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

The General Rules and/or Special Conditions, as amended by amendment(s), shall be filed, where applicable, SCP ABCJUSTICE, 137 boulevard Raspail, 75006 PARIS the holder of a bailiff's office domiciled in 4 place du Marche, 78110 LE VESINET.

12.3 Claims

In order to be taken into account, any disputes or complaints relating to a Game session must be made within one month of the date of closure of the said Game session at the following addresses:

- Gandi SAS, 63-65 boulevard Massena 75013 Paris, France
- gandi20@gandi.net

All claims concerning prizes must be accompanied by the confirmation email stating:

- the prize won by the Participant;
- its contact information (title, surname, first name, postal address, telephone number);
- the object of its 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 13: Applicable law

These regulations are governed by French law.

Article 14: Convention of 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 digitized 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 evidence 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 probative force 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.