

RULES OF THE GANDI ADVENT CALENDAR CONTEST - FACEBOOK US

Article 1: Organizing Company

Gandi, hereinafter the "Organizing Company", a simplified joint stock company with a capital of €630,000, whose registered office is located at 63-65 boulevard Masséna in Paris (75013), France, and which is registered under the number 423093459 in the Paris Trade and Companies Registry, is organizing a free game with no obligation to purchase, entitled "GANDI ADVENT CALENDAR" (hereinafter referred to as the "Game").

Article 2 : Duration

The Game will take place from Wednesday, December 1, 2021 at 10:00 a.m. (Pacific Standard Time) to Friday, December 24, 2021 at 11:59 p.m. (Pacific Standard Time).

The Game consists of a quiz of twenty-four questions that will be asked via Gandi's US Facebook account (@GandiBar).

A post dedicated to the Game including the question will be published each day at 10:00 AM (Pacific Standard Time).

Participants can play daily until Friday, December 24, 2021 at 11:59 pm (Pacific Standard Time).

Article 3: Participants

The Game is open to any person of legal age residing in the USA, following Gandi's US Facebook account (@GandiBar). Members of the Organizing Company staff are not eligible to participate in the Game.

The number of participations for the entire duration of the Game is limited to one participation per question and per day on Gandi's US Facebook account (@GandiBar).

The Organizing Company reserves the right to verify any information concerning the identity of any participant. Any person who has entered a fraudulent, false, misleading, incorrect, or inaccurate identity, or who has multiple accounts, shall be excluded from the Game, and shall not be entitled to the prize, in the event of winning.

Participation in the Game implies full acceptance of these rules.

Article 4: Participation process

The Game takes place on Facebook (@GandiBar), on the dates indicated in Article 2.

In order to participate to the Game, Participants must:

- have a Facebook account
- comment the Game posts by giving an answer to the quiz on Facebook (@GandiBar),

A correct answer brings ten (10) points, a wrong answer brings one (1) point.

Only answers published in comments between 10:00 AM on the day of publication of the post and the following publication will be taken into consideration.

Participation is limited to one per day and only the first comment is considered as valid.

Article 5: Exclusion of participation

Any participation in the Game in violation of the provisions of these rules will make the participation invalid.

Thus, any identification or participation that is incomplete, erroneous or inaccurate, or that is made after the deadline (the date and time of connection of the participants, as recorded by the computer systems of the Organizing Company or its technical service providers, being taken as proof) or that is based on a false declaration, shall result in the exclusion of the participant and the non-awarding of the prize that he or she could have possibly won, and shall not give rise to any right to any compensation whatsoever, and this without the liability of the Organizing Company being incurred.

The Organizing Company reserves the right to proceed with any verification to ensure compliance with this article as well as with all of the rules, in particular to remove any participant who has committed any abuse, and may limit this verification to the winners, as the Organizing Company has no obligation to proceed with a systematic verification of all participants.

The Organizing Company reserves the right to notify Facebook and to exclude from the Contest any participant whose answer is not in keeping with the values of the Organizing Company, is contrary to good morals or may infringe the rights of third parties.

Any fraudulent participation resulting in an undue gain will result in the deletion of the domain subscribed via the fraudulently obtained endowment.

Article 6: Designation of winners

At the end of the Game, the Organizing Company will establish a list of sixteen (16) designated winners according to a descending ranking of points accumulated between December 1 and 24, 2021.

Prizes will be awarded to participants according to their ranking. In the event of a tie in ranking, a random draw will determine the winner of the prize.

A random draw will also be held among all participants except the first sixteen (16) winners.

The winners of this drawing will receive a one-time use promotional code for one (1) domain name creation as specified in Article 8 of the Rules.

Article 7: Announcement of the winners

The winners will be contacted by the Organizing Company by private message no later than January 31, 2022 - from the @GandiBar account addressed, via Messenger, to the participant's Facebook account.

Only the winners will be informed of the results of their participation in the Game. No e-mail or mail will be sent to participants who have not won, even in response.

Article 8: Prizes

Rank	Prize	Value
1 st	A 128 GB Oculus Quest 2 VR headset	300 € taxes included
2 nd	A Gandi hoodie	40 € taxes included
3 rd	A Gandi hoodie	40 € taxes included
4 th	A Gandi hoodie	40 € taxes included
5 th	A Gandi hoodie	40 € taxes included
6 th	A Gandi hoodie	40 € taxes included
7 th	A Gandi T-shirt	20 € taxes included
8 th	A Gandi T-shirt	20 € taxes included
9 th	A Gandi T-shirt	20 € taxes included
10 th	A Gandi T-shirt	20 € taxes included
11 th	A Gandi T-shirt	20 € taxes included
12 th	A Gandi T-shirt	20 € taxes included
13 th	A Gandi T-shirt	20 € taxes included
14 th	A Gandi T-shirt	20 € taxes included
15 th	A Gandi T-shirt	20 € taxes included
16 th	A Gandi T-shirt	20 € taxes included

The sixteen (16) winners of the physical prizes will also be awarded a one-time promotional code for the registration of a .ART domain name for one year, with a unit value of €15.58 (excluding tax) (grid A).

A random draw will be held among all participants except for the first sixteen (16) winners.

The winners of this drawing will receive a one-time use promotional code for one (1) domain name creation.

In order to be used, the promotional code must be entered in Gandi's ordering interface ("Promotional code" field) during the domain name registration process.

The promotional codes are not nominative and can be transferred to a third party. They can be used until February the 28th, 2022 at 11:00am (UTC).

The total number of prizes is

- Forty four (44) creation of a standard domain name in .ART for one year with an uni value of €15.58 (taxes excluded) (grid A).
- Forty (40) creation of a standard domain name in .ME for one year with an uni value of €17.10 (taxes excluded) (grid A).
- Forty (40) creation of a standard domain name in .ORG for one year with an uni value of €15.20 (taxes excluded) (grid A).
- Forty (40) creation of a standard domain name in .SITE, .STORE, .TECH or .ONLINE for one year.

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

Article 9 : Delivery of the prizes

The delivery of the prizes is defined according to the nature of the prize.

For the physical prizes: they will be sent to the postal address in the USA communicated by the winner

For promotional codes: they will be sent in a private message to the winner's account

The winners agree to accept the prizes as offered without the possibility of exchange, in particular for cash, other goods or services of any kind whatsoever, or transfer of the benefit to a third person. Similarly, these prizes may not be the subject of requests 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 customs constraints, to replace the prizes announced by prizes of equivalent value. The winner concerned will be informed of any changes.

Article 10 : Intellectual property

The reproduction, representation or exploitation of all or part of the elements making up the Game, including these rules, are strictly prohibited.

All trademarks, logos, texts, images, videos, and other distinctive signs reproduced on Gandhi's Facebook accounts, as well as on the websites to which they allow access via hyperlinks, are the exclusive property of their owners, and are protected as such by the provisions of the French Intellectual Property Code, for the entire world. Their unauthorized reproduction constitutes an infringement punishable by criminal penalties.

Article 11: Use of participants' personal data

The communication of personal data by the participant, at the time of registration and participation in the Contest, constitutes consent and gives rise to the creation by the Organizing Company of a file containing said data for the purpose of the proper conduct and promotion of the Contest as well as the awarding of 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 proper conduct of the Contest and the delivery of the prizes.

The participant's personal data are kept for the sole purpose of managing and communicating the Contest and are then deleted within a maximum of three months 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

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 from loss, accidental destruction, alteration and unauthorized access.

In accordance with the French law n°78-17 of January 6, 1978 relating to data processing, files and freedoms, as amended, and with the European Regulation n° 2016/679 of April 27, 2016 relating to the protection of personal data, any participant may withdraw his/her consent and exercise his/her right of access, opposition, rectification, updating, deletion, and limitation of processing, as well as the right to the portability of personal data, by sending his/her request

- via the online form available at the following address: <https://help.gandi.net/fr/contact/my-rights> ;
- by mail to the following address: Data Protection Officer, Gandhi SAS, 63-65 Boulevard Masséna, 75013 Paris.

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

Consequently, persons who exercise the right to delete or oppose their personal data before the end of the Game will be deemed to have waived their participation.

Article 12: Liability

Participation in the Game 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 piracy 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 participants, their computer equipment and/or the data stored therein resulting from malicious intervention, connection problems, hardware or software problems, or disruptions outside the Organizing Company.

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 conduct of the Game 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 regard.

The Organizing Company may in no case be held liable in the event of identity theft or any other act of deception by one of the participants regarding his or her identity.

The Organizing Company shall not be held responsible in the event that Facebook decides to block or permanently stop the Game.

The Organizing Company shall not be held responsible for delays in shipping or loss of prizes. Neither shall it be held liable and no recourse may be taken against it in the event of the occurrence of events presenting the characteristics of force

majeure that partially or totally deprive participants of the possibility of participating in the Contest and/or the winners of the benefit of their prizes.

The prizes that cannot be delivered for reasons beyond the control of the Organizing Company (incorrect e-mail address, etc.) shall be definitively lost and may not be reallocated.

The Organizing Company as well as its service providers and partners may in no case be held liable for the loss or theft of the prizes, or for any incidents that may occur in the use of the 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, who shall not be entitled to claim any compensation from the Organizing Company, nor from the service providers or partners.

Article 13: Rules

13.1. Consultation

These Contest Rules may be consulted online and printed at any time at the address <https://news.gandi.net/en/gandi-2021-advent-calendar-rules/>.

They may be sent free of charge to any person who requests them from the Organizing Company.

13.2 Acceptance of the rules

The simple fact of participating in the Game implies full and unconditional acceptance of these rules.

13.3 Complaints

In order to be taken into account, any disputes or complaints regarding the Game must be made within one month of the closing date of the Game at one of the following addresses

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

Any claim regarding prizes must be accompanied by the confirmation e-mail stipulating

- the prize won by the Participant
- his/her contact information (title, last name, first name, postal address, telephone number);
- the subject of the claim.

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

Article 14: Applicable law

These rules are subject to French law.

Article 15: Agreement of proof

The computerized registers, 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 event of an obvious error, the Organizing Company may rely, in particular for purposes of proof of any act, fact or omission, on programs, data, files, recordings, operations and other elements (such as follow-up reports or other statements) of a computerized or electronic nature or format, established, received or stored 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 means of proof by the Organizing Company in any litigation or other procedure, they will be admissible, valid and opposable between the parties in the same manner, under the same conditions and with the same probative force as any document that would be established, received or kept in writing.

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