

## **“Nespresso Survey” competition rules**

### **Article 1: Organiser**

GfK ISL SAS, a company with a share capital of €76,368, with its head office located at 40 rue Pasteur, 92156 Suresnes Cedex France, as listed in the Registre du Commerce et des Sociétés de Nanterre (Nanterre Trade Register) under number 702.004.235, is running a free competition with no purchase necessary from 27 of April 2017 until 18 of May 2017 (hereinafter 'the Competition'), pursuant to the terms and conditions contained herein.

### **Article 2: Terms of entry**

This competition is open to all natural persons and selected to participate in the **Nespresso Survey** study. Minors must have the approval of a parent or legal guardian to enter the competition, with said parent or legal guardian accepting liability for the minor.

The company reserves the right to carry out all checks required as relate to participants' identity, postal address and/or e-mail address.

All Company/Partner employees and their families and partners (through marriage, civil union or cohabitation) are excluded from entering this competition and from receiving any direct or indirect prize funds.

Persons who cannot provide evidence of the personal details entered or who have provided inaccurate or misleading information shall be disqualified, as shall all individuals refusing the collection, recording and use of personal information as is strictly required to manage the competition.

Participation in the competition entails full, unconditional acceptance of the rules contained herein by all participants.

Failure to comply with said rules shall result in the automatic cancellation of the participant's entry and void any potential awarding of prizes.

### **Article 3: Terms of participation**

To participate in the competition entrants must firstly have been selected to participate in the **Nespresso Survey** study. This study involves participants completing 1 questionnaire as sent by e-mail regarding **Nespresso**.

Incomplete, inaccurate or unreliable registrations will not be considered.

The company reserves the right to carry out all checks as required for the proper application hereof.

The company shall not be held liable in the event of receipt of erroneous registration or failure to receive registrations, regardless of the reason.

Only one registration per person is allowed.

### **Article 4: Selecting the winners**

A draw will be held in June 2017 by the Organiser, with results being sent by email to all winners.

A single prize shall be awarded per winner (same name, same address).

Winners shall be confirmed after their eligibility to receive the prize has been verified.

Confirmed winners shall be contacted by the Organiser via e-mail. If a participant does not come forward to claim their prize within one month following the sending of this e-mail then said participant shall be deemed to have relinquished his/her prize, which shall remain the property of the Organiser.

The Organiser may not be held liable for prizes sent to an incorrect address as a result of the winner's negligence.

By accepting his or her prize, the winner authorises the Organiser to use his or her forename and surname and to state his/her city and department of residence in any advertising and/or promotional event on the Organiser's website and/or on any other affiliated site or medium; this use shall not entitle the winner to any right or remuneration other than the prize won.

Winners must comply with the rules contained herein. In the event it is made clear they do not meet the criteria set out herein, then the prize will not be awarded. Participants hereby duly authorise all checks regarding their identity, age, mailing address and/or the sincerity and loyalty of their participation. To

this end the Organiser reserves the right to request a copy of the winner's proof of identity prior to any prize being sent. Any false declaration, false information regarding identity or incorrect address will result in the participant being immediately eliminated and, where applicable, prizes having already been awarded being returned.

#### **Article 5: Prizes**

The competition includes the following rewards:

- 1st place: Amazon gift voucher worth 50 € (Valuable during 10 years after activation)
- 2<sup>nd</sup> to 5<sup>th</sup> place: Amazon gift voucher worth 20 € (Valuable during 10 years after activation)
- 6<sup>th</sup> to 20<sup>th</sup> place: Amazon gift voucher worth 10 € (Valuable during 10 years after activation)

#### **Article 6: No purchase necessary**

All participants may obtain, upon request, reimbursement for competition costs. Requests for reimbursement should be sent by post to the following address:

GfK ISL CR France

Service Project Management

Etude 170133NESPRESSO

40 rue Pasteur – CS 90004 - 92156 Suresnes Cedex France

Along with:

- A copy of the participant's bank account details,
- A photocopy of proof of identity (identity card or passport),
- a photocopy of the bill stating their telephone operator, the exact time and date of notification (these details will be checked, as the organising company records the time and date participants enter and withdraw from the competition) no later than 30 days following the end of the competition, per the postmark. Proof provided in this respect must be in the name of the participant. The organiser may not be held liable for the unauthorised use of third party telephone lines by Participants wishing to participate in Competitions. Costs incurred by the participant for the stamp required for this request shall be reimbursed upon request in writing and using the current regular rate for delivery of a letter. The cost of the photocopies required when requesting reimbursement shall be reimbursed at a flat rate of 0.05 euros per page upon presentation of proof. Only one request for reimbursement per participant registered per competition, per month and per envelope (same name, same address) is permitted. Incomplete requests shall not be considered.

Given the present state of technical and service offers with some internet providers offering internet users free or flat-rate connections, it is hereby expressly agreed that any access to the site made via a free or flat-rate service (more specifically connection via cable, broadband or a dedicated line) shall not give rise to any reimbursement insofar as the subscription to the provider's services are in this case contracted by the internet user for general use of the internet, and the fact the internet user is not charged any additional fees or expenses to connect to the website and participate in the competition.

Postage costs incurred when requesting reimbursement shall be reimbursed at the current applicable regular rate within mainland France upon written request as included in the request for reimbursement.

#### **Article 7: Limitation of liability**

Participation in the competition entails acknowledgement and unconditional acceptance of the features and limits of the internet, particularly regarding technical performance, response times when accessing, searching for and/or transferring information, risk of service disruption and more generally risks inherent to connecting to and transmitting data via the internet, the absence of protective measures for certain data against potential misuse and the risk of potential infection by viruses circulating on the network.

Consequently the Organiser may under no circumstances be held liable for the following situations, which include but are not limited to:

- transmission and/or receipt of any data and/or information on the internet;
- any malfunctioning of the internet network preventing the smooth running/operation during registration;

- any failure in reception equipment or communication lines;
- loss of any mail in hard or soft format and, more generally, any loss of data;
- any delivery problems;
- the running of software;
- the results of viruses, IT bugs, anomalies, or technical failures;
- any damage caused to the Participant's computer;
- any technical, equipment or software failure of any kind which prevents or limits Participants from participating in the Competition or which damages their system.

It is hereby stated that the Organising Company may not be held liable for any direct or indirect damage arising from a disruption or malfunction of any kind and regardless of the reason, or any direct or indirect damage caused in any way as a result of connecting to the Website.

It is each Participant's responsibility to take all appropriate measures to protect their own data and/or software stored on their computer equipment against any attack.

Connection by any person to the Website as well as participation in the competition is hereby done at their own risk. The Organiser shall be entitled to void all or part of a registration if it appears any type of fraud- particularly computer fraud - has occurred as part of the process of participating in the competition or when determining the winners.

In the event of such a case arising it reserves the right not to award prizes to fraudulent parties and/or to pursue the perpetrators in the competent courts. The Organiser reserves the right to prosecute any person who has committed fraud or has attempted to do so.

It may not, however, accept any liability against participants owing to any act of fraud committed.

More specifically instances where a Participant registers and participates in the competition using a fictitious identity or the identity of one or more third parties shall be construed as fraud, as each participant is required to register and participate in the competition using their legal name.

Any act of fraud shall result in the disqualification of the Participant.

In the event of non-compliance in this respect by a Participant, the Organiser reserves the right to automatically strike any entry submitted by the Participant with no right to appeal.

**Article 8: Agreement on proof**

It is hereby agreed that, except in the event of an obvious error, the Organiser may avail itself of all programs, data, files, information, operations and other elements (such as monitoring or other status reports) that are digital or electronic in nature or format as created, received or held directly or indirectly by the Organising Company, particularly for the purpose of proving any act, event or omission. Participants shall undertake to not contest the admissibility, validity or evidential weight of the aforementioned elements of a digital or electronic nature or format on the basis of any legal provisions whatsoever which might state certain documents must be written or signed by both parties to constitute proof.

Said elements shall therefore be hereby deemed to constitute proof and, where presented in this regard by the Organiser as part of legal or any other proceedings, shall be admissible, valid and binding between the parties in the same manner, under the same conditions and with the same evidential weight as any document drawn up, received or held in writing.

**Article 9: Force majeure – Provisions for extensions**

The Organiser's liability may not be invoked where, in the event of an event of force majeure or an occurrence beyond its control, the competition must be modified, curtailed or cancelled.

In any case it reserves the right to extend the entry period and to postpone any announcement date.

Any changes to the rules shall give rise to a new filing with the office of bailiff Michel Jacq located at 11 bis rue Thiers 29392 Quimperlé and shall take effect from the publication thereof online. All Participants shall be deemed to have accepted said new rules by participating in the competition, starting from the date changes take effect.

Any participant who does not wish to abide by the changes in question should end their participation in the competition.

**Article 10: Filing of the rules**

These rules shall be filed with the office of bailiff Michel Jacq located at 11 bis rue Thiers 29392 Quimperlé.

The rules are available free of charge to any person requesting them at the following address:

GfK ISL CR France

Service Project Management

Etude 170133 NESPRESSO

40 rue Pasteur – CS 90004 - 92156 Suresnes Cedex FRANCE

Stamps used for the written request for a copy of the rules shall be reimbursed upon request at the regular rate.

**Article 11: Personal data**

It should be noted that as part of participating in the competition participants are under obligation to provide certain personal details (name, address, etc.). This information shall be stored and protected in a computer file and is a requirement when registering their participation, determining winners and awarding and delivering the prizes. This information is intended for use by the Organiser but may be provided to its technical service providers and to the service provider responsible for sending out the prizes.

In application of French Law no. 78-17 of 6 January 1978 on information technology, databases and civil liberties, participants have the right to access, rectify and delete any personal data held on file. To exercise these rights, participants should send a written request to the following address:

GfK ISL CR France

Service Project Management

Etude 170133 NESPRESSO

40 rue Pasteur – CS 90004 - 92156 Suresnes Cedex FRANCE

Stamps used in this respect shall be reimbursed upon request at the regular rate.

**Article 12: Disputes**

The present rules are subject to French law.

Any potential disputes relating to the competition must be expressed in writing upon request to the Organising Company for due consideration thereof.

Said request should be received no later than ninety (90) days after the closing date for Competition entries as indicated herein. In the event of a persistent disagreement regarding the application or interpretation of these rules and where an amicable agreement cannot be reached, all disputes shall be referred to the relevant court, which shall have exclusive authority.