

# **“LUCKY DAYS 2023” COMPETITION RULES**

## **ARTICLE 1 – INTRODUCTION**

Point S Development, a simplified joint-stock company with capital of 418,000 euros, Lyon Trade Register number 491 028 627 00025, and a registered office at 9 rue Curie 69006 Lyon France (hereinafter, the “Organising Company”) has decided to organise a competition in multiple countries with an obligation to purchase in order to promote tyre sales (hereinafter, “Lucky Days” or the “Competition”) with the client prizes set out below.

## **ARTICLE 2 – PURPOSE**

These rules apply to the “Lucky Days” operation. If entrants do not meet the conditions of entry set out in the rules, their entry will be void.

By entering the Competition, entrants acknowledge that they fully accept these rules.

## **ARTICLE 3 – DURATION, TERRITORY AND OPERATION ANNOUNCEMENT**

“Lucky Days” will run from 1 April 2023 to 31 May 2023 inclusive in Bulgaria, France, Hungary, Italy, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, South Africa, and the United Kingdom. “Lucky Days” will run for a different period in France: 20 March 2023 to 14 April 2023.

The operation will be announced at participating points of sale with a communications kit comprising: 1 poster, 1 leaflet holder for the counter, flyers about the competition and the complete rules.

The permission required due to legislation in certain countries has been requested by the Organising Company in Hungary, Italy, Poland and Portugal.

## **ARTICLE 4 – CONDITIONS FOR REGISTRATION AND ENTRY**

### **4.1. Conditions for registration**

To enter the Competition, participants must meet the following conditions:

- Be an adult natural person resident in one of the countries where the Competition is running. The Competition only accepts a single entry per household (same name, postal address and/or email address) for its duration.
- The client must not be associated with the point of sale. Are excluded employees and directors of the point of sale, members of the Point S network, and members of companies involved in preparing for the operation, printing promotional materials and organising the promotional operation.

### **4.2. Conditions for entry**

To enter, the client must meet all the conditions below.

*a. Prior purchase of Point S or Goodyear tyres*

The Competition is open to any client who has bought two (2) Point S or Goodyear tyres at a participating Point S point of sale between 1 April 2023 and 31 May 2023 inclusive (except in France between 20 March 2023 to 14 April 2023) in any of the countries listed in Article 3.

Any client wanting to enter should note that they must provide proof of this purchase before any prize will be issued. The only acceptable proof is an invoice in the entrant's name. Clients wanting to enter the Competition must therefore keep their invoice.

*b. Entry form*

Any client wanting to enter the Competition should scan the QR code on the counter materials available at the point of sale or on the flyer, or visit the website [www.luckydays.point-s.com](http://www.luckydays.point-s.com).

For the form to be valid, the client must fill in the following information:

- Surname
- First name
- Gender
- Email address
- Mobile number
- Address/postcode/town or city
- Country
- Tyre brand bought
- Purchase date
- Point S point of sale name and town/city
- Proof of purchase upload

Any form not completed in full by the entrant, or containing illegible or inaccurate information, will be cancelled and not be eligible for a prize.

*c. Entry validation*

Having become aware of all these conditions, entrants expressly agree to their personal data being processed in the context of the Competition. This consent will be formalised with a tick box on the form:

- I am an adult and accept all the terms of the "Lucky Days" operation. I also agree to my personal data being processed for this purpose.

Entrants can also consent to processing for advertising and/or promotional purposes by ticking the following box on the form:

- I agree to be contacted by the Organising Company for advertising and/or promotional purposes

If an entrant does not tick the first box, their entry will be void and they will not be able to submit their form. They are free not to tick the second box.

If any kind of fraud is discovered, such as an individual who has entered the Competition several times, the Organising Company reserves the right to cancel the fraudster's/fraudsters' entry/entries.

In addition, if the receipt provided as proof of purchase is illegible or mistaken (Ex: the participant's name does not match the name on the invoice) or simply not transmitted, then the participant will be subject to cancellation. and his participation will not give right to the prize.

“Lucky Days” are exclusively for Point S network clients resident in Bulgaria, France, Hungary, Italy, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, South Africa, and the United Kingdom.

## **ARTICLE 5 – PRIZES AND ALLOCATION**

The “Lucky Days” proposed prize to be won by country is as follows:

The prizes consist of:

- 1 stay in Santorini (Greece) for 2 people (including return flights, 4 nights at a 3-star hotel with breakfast),
- a Kodak instant camera,
- a Lancaster suitcase (33 litres)
- and a blue and white cotton beach towel (100 x 160 cm).

Under some national legislation, being allocated a prize may mean the winner has to pay tax. The Organising Company cannot pay tax imposed on the winner under national legislation, as is the case in Hungary, Slovakia and Slovenia.

After fulfilling the registration requirements, the customer will have to guess the exact cost of the prize (in the local currency of the country) at stake. The customer who guesses the exact cost of the prize or, where applicable, comes closest to it, wins the full prize (composed of the 4 prizes mentioned above).

In the event of a tie between two participants who have guessed an identical cost of the prizes to be won, the designated winner will be the one who made their tyre purchase first, i.e. closest to the start date of the Lucky days promotion.

The prize can only be won if the participant estimates the exact price with a margin of error of plus or minus 30% of its exact value, failing which the organizing company will keep the prize without awarding it to a participant.

The organizing company uses a bailiff, AURAJURIS 264 rue Garibaldi - 69003 Lyon – France (email: [contact.lyon3@aurajuris.com](mailto:contact.lyon3@aurajuris.com)). The intervention of the bailiff, before the beginning of this promotional operation, consists in fixing for each participating country, the value of the prizes expressed in euros or in local currency, and this in order to allow the organizing company to determine the winner among all participating countries.

The Organising Company reserves the right to replace the prize(s) with another/others of equivalent value if circumstances outside its control dictate.

If a winner is unable to claim their prize, they cannot assign their prize to a third party.

However, if no winner can be verified, the prize will automatically become the property of the Organising Company. No complaints can be made in this regard.

The winners will be given further details and practical information about claiming prizes in good time. If, due to their actions, and for any reason, a winner cannot make use in whole or in part of the prize allocated and determined in the terms clearly set out, they will lose their entitlement to the prize and not be eligible for any refund or compensation.

The winner must abide by the rules. If it is discovered that the winner does not meet the criteria set out in these rules, they will not be allocated their prize by the Organising Company. If there are any doubts about the accuracy of the winner's contact details, the Organising Company reserves the right to ask for proof of their name, address and telephone number. If proof cannot be provided, the contact details will be deemed void and the winner will not be able to claim their prize, which will remain the property of the Organising Company.

#### Specific terms for Santorini (Greece) trip:

In addition to the above terms about prize allocation, the winner of the trip must meet certain other conditions, which the Organising Company cannot substitute or be held liable for if they do not meet them. As the trip involves air travel, the winner will ensure they meet all the legal and administrative obligations required. They must also meet all the Greek's entry requirements. Depending on the pandemic situation, they may be asked for a full vaccine record in line with the country's stipulations when the trip takes place.

The 4 people travelling must each have a valid passport. It is also recommended that the travellers have appropriate medical insurance in place.

### **ARTICLE 6 – COMMUNICATIONS ABOUT THE “LUCKY DAYS” OPERATION**

After the “Lucky Days” operation, a publication will be issued with photos of the point of sale and the winner(s), plus their first names, surnames and countries. This will not give rise to remuneration, rights or benefits of any kind other than the prize allocated.

Permission for communications will be given by each entrant when completing the information on the “Lucky Days” form and ticking the box to accept the rules as summarised on the form and poster, and set out in detail in the Competition rules available at each point of sale.

### **ARTICLE 7 – PERSONAL DATA**

In line with the amended French Data Protection Act of 6 January 1978, and the General Data Protection Regulation 2016/679 of 27 April 2016 (“GDPR”), entrants should note that the Organising Company, as the data controller, automatically processes the personal data of Competition entrants.

Entrants give the Organising Company their free and informed consent to collect their personal data when they enter the Competition. The data controller uses a data processor to handle the personal data provided on entry forms, specifically to manage the prizes for this promotional operation. The data processor is a communications and operational marketing agency specialising in network management, sale promotion and digital technology. The data processor has signed a services contract with the data controller, who decides the scope for managing the personal data collected as part of this promotional operation.

The purpose of the processing is to organise the “Lucky Days” promotional operation. Subject to the entrant’s consent, the processing will also have the purpose of sending information and offers to do with services provided by the Point S network as part of future marketing/communications campaigns.

The personal data collected is exclusively for Point S Development, the point of sale where the purchase took place, and the company managing the random draw, and cannot be used by third parties.

Entrants’ personal data will be retained in Europe for a maximum of 36 months after collection, without prejudice to any rights held by each entrant regarding their instructions about what should happen to their personal data when they die.

In line with the amended French Data Protection Act of 6 January 1978 and the GDPR, entrants have the right to access, correct, delete and port their personal data, and the right to object to and ask to limit processing with the terms and limits set out by the regulations. These rights can be exercised by writing to the Organising Company using the address given at the start of these rules or by email to [dpo@points-development.com](mailto:dpo@points-development.com).

If an entrant exercises their right to object before the end of the operation, their entry will become void. The entrant has the right to complain to the CNIL or any other relevant local body.

In line with Article 40-1-II of the amended French Data Protection Act of 6 January 1978, the entrant can give the Organising Company instructions about what should happen to their personal data when they die.

Having become aware of all these conditions, entrants expressly agree to their personal data being processed in the context of the Competition. This consent will be formalised with a tick box on the form:

- I am an adult and accept all the terms of the “Lucky Days” operation. I also agree to my personal data being processed for this purpose.

Entrants can also consent to processing for advertising and/or promotional purposes by ticking the following box on the form:

- I agree to be contacted by the Organising Company for advertising and/or promotional purposes.

## **ARTICLE 8 – VARIOUS**

### **8.1 – Liability**

Entrants are responsible for their Competition entry.

Point S Development cannot be held liable if force majeure or events outside its control (such as technical or IT problems) disrupt the organisation or management of “Lucky Days”, or it has to cut short, extend, postpone, amend or cancel this operation promoting tyre sales. However, any changes will be subject to an additional clause submitted to Etude Aurajuris 264 rue Garibaldi - 69003 Lyon – France.

The Organising Company may cancel or suspend all or part of the Competition if it appears that any kind of fraud has been committed in connection with Competition entry. If so, it reserves the right not to award prizes to the fraudsters.

In any event, if the Competition's smooth administrative/technical running is disrupted by a virus, IT bug, unauthorised human intervention or any other cause or event outside the Organising Company's control, it reserves the right to suspend the Competition.

No refund requests can be submitted to the Organising Company for postal or internet connection costs.

#### 8.2 – Applicable law

“Lucky Days” and these rules are subject to French law.

Any disputes regarding the validity, interpretation or execution of these rules will go before the Commercial Court in Lyon, France.

### **ARTICLE 9 – RULES**

These rules have been submitted to Etude Aurajuris 264 rue Garibaldi - 69003 Lyon – France.

They can be viewed free of charge at points of sale participating in the operation and at <https://aurajuris.fr/jeux-concours/>