

# CAMPAIGN AND ASSOCIATED COMPETITION RULES

## "SCHMIDT Campaign"

Version of 3th October 2018

### 1. ORGANISING COMPANY AND PURPOSE

Company SCHMIDT GROUPE (simplified joint-stock company) with capital of €3,000,000 - Incorporated in the Colmar Register of Companies under no. B 326 784 709 having its registered office at 5, Rue Clémenceau 68660 LIEPVRE France (hereinafter the "Brand" as defined in the general terms and conditions of use or the "Organising Company"), organises from 10th October 2018 (French time) to 18<sup>th</sup> November inclusive (French time) a Campaign (as defined in the general terms and conditions of use) and an associated competition (hereinafter the "Competition") on the <https://www.fanvoice.com/schmidt/united-kingdom> site (hereinafter the "Site").

### 2. PARTICIPANTS

The Campaign and the Competition are open to:

- any adult natural person interested in innovation, who wishes to take part in it personally and for non-commercial purposes, residing in metropolitan France (inc. Corsica but exc. Monaco and Andorra), to the exclusion of the members of staff of the Organising Company, its partners, its corporate officers and its employees as well as their families, including cohabitants, and generally any companies that have been directly or indirectly involved in the implementation of this Competition;

A single prize will, where appropriate, be allocated per household (same name, same postal address) throughout the duration of the Competition.

### 3. PARTICIPATION

Participation in the Campaign and the Competition is possible solely via the Site. Participation by any other means is excluded and shall not be taken into account by the Organising Company.

Any person wishing to take part must:

- 1/ log on to the following website <https://www.fanvoice.com/schmidt/united-kingdom>
- 2/ set up an account on the Site and accept the General Terms and Conditions of Use, these regulations and the Site's charters in respect of personal data;
- 3/ go to the "Participate" section, select the name of the Campaign, and if they meet the conditions specified herein, confirm their participation by accepting these rules;
- 4/ put forward ideas, comment and "like" the ideas put forward by other participants and complete surveys, in order to obtain bonus points (as defined in the general terms and conditions of use).

Any User registered with the Campaign (in the meaning given to this term in the general terms and conditions of use) may participate more than once over the period of the Campaign and the Competition by suggesting ideas, commenting on and "liking" ideas put forward by other participants and answering messages. For each participation designated as such on the Site the participant shall be awarded bonus points.

Each participant must play in person and must therefore refrain from using, either directly or indirectly, any automated method of sending questions or requests to the Site. Each participant shall carry out the operation indicated on the Site designed to confirm their participation.

The User is sole responsible and acknowledges that he/she is the publisher of any content, of whatever nature, that he/she posts to the various sections of the Site.

As such, any content posted on all sections must not contravene any legal and/or statutory provisions that may be in force, or the provisions of the General Terms and Conditions of Use.

Furthermore, such content must not infringe the rights of third parties or be liable to harm the image of the service, the Brand or its partners.

Without prejudice to the obligations set out in the general terms and conditions of use, the User undertakes in particular to ensure that no content posted online by the User on the Site during the Campaign or the Competition, whatever its nature (alias, message, file, opinion, comment, visual, sound, video, hypertext link, etc.) includes or points to websites containing:-

- pornographic, paedophile, violent, or obscene content or content that is likely to seriously violate human dignity;
- content that infringes the property rights of other persons, such as texts, images, trade secrets, internal or confidential information; this list is not exhaustive;
- content promoting a good or service;
- unsolicited messages of an advertising nature (spam);
- content that could be described as, or may constitute, an inducement to:- the execution of crimes or offences, discrimination, hatred or violence, due to race, ethnicity or nation, the justification of Nazism, the dispute of the existence of a crime against humanity, contempt of court, defamation, abuse, denigration, invasion of privacy, or acts that endanger minors, content intended to display prohibited objects or works, messages of a defamatory, vulgar, abusive or violent nature or that contravene current legislation, messages on tobacco and alcohol, content containing personal details and information allowing a precise geographical location (telephone number, address, etc.), messages encouraging the consumption of prohibited substances or suicide, messages allowing third parties to directly or indirectly obtain pirated software, software serial numbers, software allowing acts of piracy and penetration into computer and telecommunications systems, viruses and other logic bombs and in general any tool or software, messages allowing infringement of the rights of others and the safety of persons and property in violation of the privacy of correspondence, this list is however not exhaustive;
- a negative or discriminatory connotation (e.g. an anti-"X" alias), a political, religious, fascist, xenophobic, racist, sectarian or similar nature, insults, threats or advertisements;
- statements that are impolite or misuse uppercase letters, writing in uppercase letters being interpreted as "shouting" in a chat room or discussion forum.

The User agrees to contribute to the service in a fair and sincere manner:

- any ideas put forward must be related to the theme of the co-creation project (topics open to discussion, tests, survey calls, etc.). The User may suggest as many as he/she wants as long as such ideas are relevant to the project.
- comments must provide added value for the Service - give or add to an idea, provide clarification or put the idea into perspective.
- "likes" let Users share with others the fact that they have found an idea particularly interesting.

In particular, the following shall be considered abusive:

- contributions that “copy ideas or comments”, when Users copy content that exists on the campaign page, content posted by the User himself/herself or by other Users.
- any comment or idea other than the cases specified above, in particular when this contribution replaces the use of the Like function.
- systematic use of the Like function (liking each and every idea in a Campaign indiscriminately).

The Organising Company shall ensure that any content is relevant to the subject of the debate being dealt with in the section, or part section, to which it relates and that it complies with the general terms and conditions of use and these presents.

The Organising Company reserves the right to retrospectively moderate contributions of any kind, as well as, exceptionally, messages and aliases before and during their online publication, so that they comply with these rules.

The Organising Company may therefore remove or render illegible all or part of any content that is irrelevant and/or contrary to these rules.

In addition, in the specific case where the User does not comply with the rules governing contributions, the Organising Company reserves the right, by notifying the User by private message if necessary, to delete the User's comments and/or ideas as well as any associated bonus points and/or rewards.

Such non-compliance may lead to the User's account being terminated without compensation under Article 8 hereof.

Participating Users certify that their contact details sent to the Organising Company are accurate. Participants are informed that any information requested from them during the Competition is required in order to register their participation and to allocate prizes. Participants are therefore required to ensure that such information is accurate. Any false declaration or inaccurate and/or incomplete declaration shall automatically result in the cancellation of the participations and prizes.

#### **4. COMPETITION PRIZES**

A final random draw will be carried out at the end of the Competition on. This date may be brought forward if the bonus point threshold were to be reached before this date with a sufficiently high number of participants having reached this threshold.

The prizes to be won will be awarded by random draw from among those participants who, at the end of the Competition and for each prize, have reached the bonus point threshold indicated on the Site (i.e. 1000 bonus points for the 1<sup>st</sup> prize, 800 points for the 2<sup>nd</sup> prize, 600 points for the 3<sup>rd</sup> prize and 400 points for the 4<sup>th</sup> prize). The bonus point scale for the Competition is detailed on the Site.

The prizes are broken down as follows:

**- 1<sup>st</sup> prize: 1 red Robot SMEG at 450€ : drawing lots of a winner**

**- 2<sup>nd</sup> prize: 4 red blenders SMEG at 200€: drawing lots of four winners**

**- 3<sup>rd</sup> prize: 5 red kettles SMEG at 150€: drawing lots of five winners**

#### **- 4<sup>th</sup> prize : 5 red toasters SMEG at 150€: drawing lots of five winners**

The prize offered is strictly personal and cannot therefore be transferred to another person.

In the event that the winner does not wish or is unable, for any reason whatsoever, to benefit from all or part of the prize won, under the conditions described in these regulations, he/she forfeits the full benefit of said prize and cannot claim any indemnification or compensation whatsoever. The prize will not be put back into play and the Organising Company may freely use it, as is also the case in the event of the absence of a winner of the prize.

Prizes shall not be in the form of financial consideration, and shall not be exchanged, returned or replaced for any reason whatsoever.

The Organising Company reserves the right to replace the prize with a prize of the same value if circumstances so require.

#### **5. ALLOCATION OF PRIZES**

Winners shall be informed of their win by email. This same email will ask for their full mailing address of residence, for the purpose of delivering their winnings. To receive their winnings, winners must, without fail, reply to this email by email within 7 (seven) working days.

In the absence of a response to this email within 7 (seven) working days from the date of dispatch, the Organising Company shall consider that the winner has waived his/her winnings. Only winners who have responded to this email and who have provided a valid postal address in metropolitan France and a valid identity shall receive their prize delivered by carrier or by the postal services, within approximately 10 (ten) weeks from the end of the Competition.

Any additional information and any practical information required to present the prize shall be forwarded to the winners in due course.

Any prize that is returned to the Company Organising the Competition by post or by the service provider responsible for transport, for whatever reason (e.g. no longer living at the address stated) shall be considered to have been abandoned by the winner and shall not be returned into the Competition by the Organising Company. The Organising Company shall not be required to carry out any further searches.

Consequently, the Organising Company may not be held liable:

- In the event that the winner's identity and/or address proves to be incorrect;
- In the event that a letter/parcel is returned, if the mailing address or identity do not match those of the winner, are incorrect or if the winner remains uncontactable;
- In the event of routing errors, losses, damage, delays and/or theft of prizes by the postal services or any other similar carrier. It shall not be responsible for carrying out any further searches.

In such cases, the winner will not receive their prize nor any compensation or indemnity.

No messages shall be sent to the losers.

## **6. LIABILITY / FORCE MAJEURE / EXTENSION / APPENDICES**

Participation in the Competition over the Internet implies knowledge and acceptance of the characteristics and limits of the technologies used by the Internet and the technologies associated with it, in particular with regard to technical performance, response times to consult, search for or transfer information, the risks of interruption, and more generally, the risks inherent in any connection and transmission, the lack of protection of certain data against possible misappropriation and the risks of contamination by any viruses that may be circulating on the network. It is expressly stated that the Internet is not a secure network.

The Organising Company shall not be held liable for:

- any technical, hardware and software failure of any kind that has prevented or limited the possibility of taking part in the Competition or that has damaged a participant's system, any computer interruptions or errors whatsoever. It is specifically stated that the Organising Company shall not be held liable for any direct or indirect damage resulting from an interruption, malfunction of any kind, suspension or end of the Competition, for a reason that is not attributable to it or any direct or indirect damage that may result, in any way whatsoever, following connection to the Competition's website. Each participant must take all appropriate measures to protect his/her own data and/or software stored on his/her computer equipment against attack. All persons shall be fully responsible for their connection to the Site and their participation in the Competition. In the event of a technical malfunction of the Competition, the Organising Company reserves the right, if necessary, to invalidate and/or cancel the Competition session during which the said malfunction occurred. No compensation may be claimed as a result of such an event.
- any failure to take into account data relating to the registration of a participant that does not reach it for any reason or that it receives in a form that is illegible or impossible to process.
- events of force majeure that in part or in full deprive the winners of the benefit of their prizes, before they are allocated. In this case, the Organising Company reserves the right to replace them with other prizes that are equivalent in terms of price, without the winner being able to hold it liable.
- in the event that it is impossible for a winner to take possession of his/her prize as a result of the non-compliance with the provisions of these regulations, of an incident or any damage occurring to the winners while they are enjoying the use of their prizes.

The Organising Company specifies that clicking on hypertext links may direct the participant to other websites, that are independent of the Organising Company. In this case, the Organising Company shall not be held responsible for the activities of such third-party sites.

## **7. INTELLECTUAL PROPERTY**

The User assigns to the Brand that launched the Campaign, on an exclusive basis, worldwide and for the legal duration of the rights, all rights attached to his/her Contributions and Non-Campaign Contributions that are or may be protected by an intellectual property right (hereinafter the "Creations"), including the following rights:

- the right to reproduce the Creations, in whole or in part, in any format, on any medium in particular printed, electronic, digital or computer, for any product, of whatsoever nature and by any existing or future tangible or intangible process, whether foreseeable or unforeseeable;

- the right to manufacture, publish, distribute and market the Creations, in as many copies as the Brand sees fit, in whole or in part and via any and all marketing channels;
- the right to publicly represent the Creations, in whole or in part, in any physical location, via any media, networks and means of dissemination, of any nature whatsoever, whether currently existing or future, foreseeable or unforeseeable, such as, without this list being exhaustive, communication networks including the Internet and mobile telephony, television broadcasting, cinema or display;
- the right to adapt, translate, modify, arrange, transform and correct the Creations, in particular, without this list being exhaustive, by retouching, cropping, changing the format or colours of the Creations or even by the Brand affixing to them its name, brand and logo, in order to take into consideration, in particular, any technical, material or commercial constraints or for any other reason, subject to respect for the moral rights of the User;
- the right to use the Creations, in whole or in part, in order to incorporate them into or operate them through any and all products or services, in all trade and industry sectors;
- the right to use the reproductions and/or representations of the Creations produced in accordance with the procedures described above, for promotional purposes, whether commercial or not, and to distribute them free of charge or for consideration;
- the right to register the Creations as a trademark, patent, drawing or model or any other intellectual property right liable to be the subject of a filing or registration;
- the right to use all or part of the Creations for derivative operations, in particular to manufacture and distribute commercial products of any kind whatsoever, and distribute them, in particular in the fields of games, toys, objects or works of plastic or applied arts, stationery, office equipment, computer wallpaper, office goods, clothing, furnishings, decorations, tableware, toiletry articles, hygiene and foodstuffs.

The rights described above may be operated directly by the Brand, assigned or granted by it to third parties, in whole or in part, in accordance with the terms and conditions that it deems most appropriate.

The User warrants that he/she has all the rights and authorisations needed to agree to such assignment and that the Creations do not contain anything that may fall under the laws and regulations relating in particular to counterfeiting, unfair competition, privacy, image rights, personality rights and, more generally, infringe the rights of third parties.

At the end of the Campaign, Creations that have not been selected or adopted by the Brand, in connection with the Campaign, shall be subject to automatic retrocession, without any formalities, to the User who transferred them.

The User acknowledges and agrees that his/her Contributions and Non-Campaign Contributions may be used by the Brand that launched the Campaign, in whole or in part, for the purposes of creating or improving the products or services covered by the Campaign, as well as using and promoting them.

The User acknowledges and agrees that his/her Contributions and Non-Campaign Contributions may thus be published on the social networks where the Brand is present and on the Brand's Internet and Intranet sites, and be indexed by search engines.

The assignment defined in this article shall not give rise to any remuneration for the User,

who expressly agrees to assign his rights to the Creations free of charge.

## **8. REIMBURSEMENT OF PARTICIPATION COSTS**

Participation in the competition is free of charge and does not require any purchase.

Internet:

Only persons using an account that is charged based on connection time will be reimbursed. Participants who do not pay a fee related to the volume of their communications (those who have a flat-rate subscription, Cybercâble users, etc.) will not be able to obtain a refund, as in this case participation in the competition has not affected invoicing. Internet communication costs, corresponding to the connection time during interaction with the competition and for sending any email(s) to confirm the address, may be reimbursed at a flat rate to any participant who so requests, on the basis of a local communication at the peak time rate with his or her electronic communications operator at the time of the filing of these rules - i.e. EUR 0.09 inc. VAT for connection then EUR 0.03 /minute inc. VAT - for a connection of 10 minutes, i.e. a fixed rate and final reimbursement of 0.39 EUR inc. VAT.

Stamps:

The reimbursement of postage costs for the request for reimbursement of any costs incurred for participation in the Competition will be on the basis of the "Ecopli" rate in force for a letter of less than 20 grams if the participant so requests.

Requests for reimbursement must be sent, at the latest thirty calendar days after the end of the Competition, in writing to the following address:-

SCHMIDT GROUPE  
A l'attention de Lauriane Jaegli  
5, Rue Clémenceau  
68660 LIEPVRE  
FRANCE

Reimbursement shall be carried out on condition that participants clearly state:-

- their surname, first name, full address, email (these details must be identical to those entered in the registration form)
- the name of the Competition concerned,
- a photocopy of proof of identity (identity card or passport),
- a photocopy of the last detailed Internet/telephone invoice, stating the date and time of participation and the amount of the communication,
- and attach a RIB (bank account details) (stating their IBAN and BIC numbers) from a French bank.

Only one reimbursement of expenses (connection/telephone and postage) may be made per household (same surname, same postal address). Requests shall be reimbursed by bank transfer based on the bank details (RIB) sent within 6 (six) to 8 (eight) weeks from receipt of a valid request. "

Any incomplete or illegible request sent to an address other than the above-mentioned address or received more than one month from the closing date of the competition (date as per postmark) shall be considered null and void.

## 9. LITIGATIONS

Any disputed interpretation of these rules as well as any unforeseen cases will be decided by the Organising Company. Any question relating to the interpretation of the rules must be made in writing. No question will be answered regarding the interpretation of these rules that is received by the Organising Company more than 30 (thirty) days after the end of the Competition.

Any dispute shall be the jurisdiction of the competent courts. The Competition is subject to French law.

## 10. FILING THE RULES

Throughout the duration of the Competition, the rules shall be accessible online and sent free of charge to any person who requests them:

- from Crowd Prediction, service provider for the Organising Company, in writing to the following address, stating the name of the Competition whose rules are being requested:

*CROWD PREDICTION,  
Competition **TO BE COMPLETED**,  
80 rue des Haies, 75020 Paris.*

- or, failing any response within 15 (fifteen) days, directly to the Organising Company, in writing to the address mentioned in the article " REIMBURSEMENT OF PARTICIPATION COSTS".

Any shipping costs incurred as a result will be reimbursed at the slow rate in effect, throughout the Competition, to any person who so requests.

These regulations are also available on the <https://www.fanvoice.com/schmidt/united-kingdom> site throughout the duration of the Competition.

In the event of a difference between the version of the Rules lodged with the bailiff and the version of the Rules accessible online, only the version lodged with the bailiff shall prevail in all cases.

**END OF THE DOCUMENT**