

# Rules for the prize draw with purchase obligation

Halloween Golden Ticket from 10/24/24 to 10/31/24

**ARTICLE 1 – ORGANIZER AND DURATION OF THE CONTEST** The company DriftShop, with its head office located in Berrwiller, Alsace (FRANCE), registered with the RCS of COLMAR under the number 498 478 304 (hereinafter the "organizing company"), is organizing from 10/24/2024 at 12:00:00 PM to 10/31/2024 at 11:59:59 PM online, a contest with a purchase obligation entitled "Halloween Golden Ticket" (hereinafter referred to as "the contest"), in which the winner will be chosen randomly according to the terms described in these rules.

**ARTICLE 2 – CONDITIONS OF PARTICIPATION** 2.1. The contest is open to anyone over 18 years old, residing in France or abroad, regardless of nationality, with a personal customer account, excluding professional accounts, employees of the organizing company and their families, as well as all individuals involved in the development of the contest.

2.2. Participation in the contest implies irrevocable and unconditional acceptance of the terms and conditions of these rules.

2.3. The contest is limited to one entry per order containing at least one of the eligible items. It is allowed to place multiple orders with at least one eligible item to increase the chances of winning the gift voucher. Participation in the contest is strictly personal and nominative. Only one prize will be awarded at the end of the contest.

2.4. Non-compliance with the participation conditions stated in these rules will result in the participant's entry being voided.

**ARTICLE 3 – CONTEST PRINCIPLE/METHOD OF PARTICIPATION** This contest takes place on the DriftShop website during the dates indicated in Article 1. Each participant must meet the contest conditions to have a chance of winning.

One must place an order on DriftShop.fr or DriftShop.com during the specified dates and include (at least) one item from the DriftShop LifeStyle category: <https://www.driftshop.com/acces/clothing-merchandise/driftshop.html>

This offer is exclusively for personal customers, and the contest cannot be combined with the ongoing "Exelixis" promotion. Purchasing a DriftShop by Exelixis sticker does not allow entry into this contest.

Placing an order with at least one item from the specified category equals one entry and grants a chance to win. Multiple orders, each containing at least one item from the relevant category, may be placed to increase chances of winning the gift voucher.

Candy packs will be randomly included in all orders containing at least one product from the DriftShop LifeStyle category. One of the packs will contain a winning ticket instead of candy. This will be the winning pack.

The prize is a €150 DriftShop gift voucher, including tax, to be used on the DriftShop website.

Returning, canceling, or refunding an order containing a DriftShop LifeStyle item will void the participant's entry.

Orders will be shipped as usual for in-stock items. Additional delays may occur in case of temporary stock shortages.

The contest is accessible through platforms such as Facebook and Instagram, but Meta is not responsible in case of disputes related to the contest. Meta is neither the organizer nor the sponsor of this operation. The personal data collected during the contest is intended for the organizing company, as stated in Article 12 of these rules.

The contest is accessible via mobile devices (Smartphones), and in no way will Apple, Microsoft, Google, or any other mobile app platform be held responsible in the event of a dispute related to the contest.

By placing an order for one or more DriftShop LifeStyle products and accepting our terms and conditions, you agree to these rules.

**ARTICLE 4 – SELECTION OF WINNERS** The golden ticket will be randomly placed in one of the orders containing at least one DriftShop LifeStyle item during the contest period. The winner must contact us by email at [contact@driftshop.com](mailto:contact@driftshop.com) within 14 days of receiving the order and provide the code written on the back of the golden ticket so we can verify the winner's authenticity.

## **ARTICLE 5 – PRIZES**

Prize: A DriftShop gift voucher worth €150, including tax.

**ARTICLE 6 – DELIVERY AND USE OF PRIZES** The winner must contact us by email at [contact@driftshop.com](mailto:contact@driftshop.com) to provide the code written on the back of the gift voucher, allowing us to verify the authenticity of the winner. We will then generate a €150 gift voucher valid on the [DriftShop.fr/DriftShop.com](http://DriftShop.fr/DriftShop.com) website. The gift voucher will be sent by email within 30 business days after the order is shipped and will be valid for 1 year from the date of receipt.

No letters will be sent to non-winning participants. The winner must contact us within 14 days of receiving their order. If the winner does not contact us within this time, they will forfeit their prize and will not be entitled to any compensation. The winner must comply with these rules. If the winner does not meet the criteria, the prize will not be awarded and will be retained by the Organizer. Participants allow the Organizer to verify their identity, age, and contact information. Any false declaration will result in the immediate disqualification of the participant and forfeiture of the prize.

The prize must be used within one year from receipt of the valid code, following the terms and conditions communicated to the winner.

**ARTICLE 7 – MODIFICATION OF CONTEST DATES AND PRIZE EXTENSION** The organizing company will not be held liable in case of force majeure or events beyond its

control that may lead to the cancellation of the contest. It reserves the right to extend or limit the participation period, postpone or modify the conditions of the contest without liability. The contest may also be stopped in the event of a stock shortage of the concerned items.

Any addenda or modifications to these rules will be considered as appendices. Any changes will be announced in advance by appropriate means and after filing the amendment with the bailiff's office holding the current rules.

**ARTICLE 8 – USE OF WINNERS' IDENTITY** Your personal data is processed by the Organizing Company, acting as the recipient and data controller, in accordance with European and French regulations on data protection.

By participating, you consent to our processing and collection of your personal data. The collected personal data is mandatory. If you do not provide the required data, you will not be able to participate in the contest. The data is exclusively intended for the Organizing Company for the sole purposes of registering your participation, managing the winner, awarding the prize, and fulfilling legal and regulatory obligations. Your data may also be used for commercial prospecting purposes, subject to your consent. Your personal data is transferred to our marketing and communication departments, as well as to service providers and subcontractors that the Organizing Company may call upon for the organization and/or management of the contest. These subcontractors are located within the European Union.

Your personal data will be immediately deleted once the contest ends or will be kept for a maximum of 3 years if you have agreed to the use of your data for commercial prospecting purposes. This period may be extended in case of a potential legal dispute to defend our interests.

You can withdraw your consent at any time.

You have the right to access, rectify, delete, and port your data, as well as the right to limit or oppose the processing of your data and the right to define instructions regarding the fate of your personal data after your death. To exercise these rights, you can send your request to [contact@driftshop.fr](mailto:contact@driftshop.fr). You also have the right to file a complaint with the Commission Nationale Informatique et Libertés (CNIL).

**ARTICLE 9 – RESPONSIBILITIES** Participation implies knowledge and acceptance of the characteristics and limitations of the Internet, including the lack of protection of certain data against potential misuse or hacking and the risk of contamination by viruses circulating on the network. The organizing company declines all direct or indirect responsibility in case of improper use or incidents related to the use of the computer, Internet access, maintenance, or malfunction of the contest servers, telephone lines, or any other technical connection, or the sending of forms to an incorrect or incomplete address. Each participant is responsible for taking all appropriate measures to protect their own data and/or software stored on their computer equipment from any attack.

The organizing company will make every effort to allow access to the contest. The organizing company may, at any time, especially for technical reasons, updates, or maintenance, interrupt access to the site and the contest. The organizing company will not

be held responsible for these interruptions and their consequences. No compensation can be claimed in this regard.

Additionally, the organizing company will not be held responsible for postal or electronic delivery issues or losses (especially concerning the delivery of prizes). Any prize sent by the organizing company to a winner and returned or unclaimed for any reason by postal services will be forfeited by the winner and retained by the organizing company. The organizing company will not be held responsible for Internet malfunctions or delays, losses, or damage resulting from postal and delivery services.

The Organizer will not be held responsible for the inability to contact each winner, nor in case of loss, theft, or damage to the prize during its delivery. The Organizer will also not be responsible for errors regarding the name, address, and/or contact information provided by participants in the contest.

Additionally, the Organizer declines all responsibility for any incidents that may occur during the enjoyment of the awarded prize and/or its use, including the enjoyment of a prize by a minor, which remains the full responsibility of a person with parental authority. The Organizer reserves the right, if necessary, to shorten, extend, modify, interrupt, delay, or cancel the contest without incurring any liability. However, any changes will be made in the form of an amendment posted online on the site and sent free of charge to anyone who requests a copy of the rules in writing, in accordance with these rules. The Organizer is not liable for any malfunction preventing access and/or the proper conduct of the contest, especially due to external malicious acts. The use of robots or any other similar methods to participate in the contest in a mechanical or other way is prohibited, and violation of this rule will result in the permanent elimination of the perpetrator and/or user.

The Organizer may cancel all or part of the contest if fraud is detected, especially computer-related, during participation in the contest or in determining the winners. In this case, the Organizer reserves the right to withhold the prizes from the fraudsters and/or to take legal action against those responsible.

The organizing company reserves the right to extend, shorten, modify, or cancel its operation at any time, especially in cases of force majeure, without any indemnity being claimed by participants. The amended rules will be filed, if necessary, with SELARL ACTA - PIERSON et ASSOCIES, a bailiff's office located at 15 rue de Sarre BP 15126 57074 METZ Cedex 3.

**ARTICLE 10 – INTELLECTUAL, LITERARY, AND ARTISTIC PROPERTY RIGHTS** The images used on the contest site, the objects represented, the trademarks and trade names mentioned, the graphic elements, software, and databases making up the contest site are the exclusive property of their respective owners and may not be extracted, reproduced, or used without written authorization from the latter, under penalty of civil and/or criminal prosecution.

**ARTICLE 11 – PERSONAL DATA** The organizing company, which manages the contest, implements data processing with the purpose of managing the contest. The organizing company is responsible for the processing of personal data that may be collected.

The collected personal data will only be used for order processing and contest organization. The contest requires the creation of a user account and the placement of an order. If the participant chooses to subscribe by checking the corresponding box at the end of the account creation process, their email address will be used to send newsletters. The collected data will be retained according to the general terms of sale and privacy policy: <https://www.driftshop.com/terms-conditions.html>

Participants are informed that accessing the contest website may result in a cookie being stored on their computer's hard drive. This is a small file that records their navigation on the contest website. Cookies are used to identify each participant to enable quicker access to information, without re-entering details. They cannot harm data stored on the participant's computer.

A participant can refuse the storage of this cookie or choose to be notified of the cookie being stored on their hard drive by configuring their browser (participants are invited to refer to their browser's usage guide for this functionality). When this setting is applied, participants still have the option of accessing the contest website and participating.

In accordance with the "Informatique et Libertés" law of January 6, 1978, as amended, and European Regulation 2016/679 of April 27, 2016, on the protection of individuals with regard to the processing of personal data, you have the right to access, rectify, oppose, limit, and erase your data, as permitted by European Regulation.

The participant may access their information by sending an email to: [contact@driftshop.com](mailto:contact@driftshop.com).

If, after contacting the Company, the participant believes that their rights to data protection are not respected, they may submit a complaint to the CNIL.

**ARTICLE 12 – JURISDICTION AND INTERPRETATION OF THE RULES** Any dispute regarding the interpretation of the rules will be settled by the organizing company.

Participation in this contest implies unconditional acceptance of these rules in their entirety, as well as adherence to the ethical rules in force on the Internet (netiquette, code of good conduct, etc.), and compliance with the laws and regulations applicable in France, particularly those regarding contests and lotteries. No telephone or written inquiries regarding the interpretation or application of these rules, the mechanisms or modalities of the contest, or the list of winners will be answered. In case of a dispute, only a registered letter with acknowledgment of receipt sent within 30 days after the contest end date will be accepted. Except in cases of manifest errors, the information from the organizing company's contest system shall be considered conclusive in any dispute concerning connection elements and the processing of information related to the contest.

Before taking any legal action related to or in connection with these rules (especially their application or interpretation), participants agree to first seek an amicable settlement with the organizing company.

Participants are subject to French law applicable to games and contests. Any dispute that cannot be resolved amicably will be submitted to the competent courts where the organizing company's headquarters are located, unless otherwise provided by public policy.

The contest rules are filed with SELARL ACTA - PIERSON et ASSOCIES, a bailiff's office located at 15 rue de Sarre BP 15126 57074 METZ Cedex 3. A copy of the rules may be sent free of charge to anyone who requests it from the organizing company.