# Game Contest Rules with Purchase Obligation

Big Nankang Game Contest from 03/03/25 to 30/04/25

#### ARTICLE 1 - ORGANIZER AND DURATION OF THE CONTEST

The DriftShop company, headquartered in Berrwiller, Alsace (FRANCE), registered with the Colmar Trade and Companies Register under number 498 478 304 (hereinafter referred to as the "organizing company"), is organizing an online contest with a purchase obligation from 03/03/2025 at 12:00:00 PM to 30/04/2025 at 11:59:59 PM titled "Nankang Game Contest" (hereinafter referred to as "the game contest"), where the winner will be chosen by a random draw according to the terms described in these rules.

#### ARTICLE 2 – CONDITIONS FOR PARTICIPATING IN THE CONTEST

- 2.1. The contest with a purchase obligation is open to any person over 18 years old, residing in France or abroad, regardless of nationality, except for the staff of the organizing company and their families, as well as anyone involved in the creation 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 eligible item purchased. It is allowed to purchase multiple eligible items to increase the chances of winning the draw. Participation in the contest is strictly personal and nominative. Only one prize will be awarded at the end of the contest.
- 2.4. Failure to comply with the participation conditions stated in these Rules will result in the nullity of the Participant's entry.

#### ARTICLE 3 - CONTEST RULES/PARTICIPATION TERMS

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 to win the prize.

To participate, one must place an order on the DriftShop online store, DriftShop.fr or DriftShop.com, during the specified dates and add the following item to their cart: https://www.driftshop.com/driftshop-nankang-sticker.html.

Purchasing one unit equals one entry and one chance to be drawn. Multiple purchases of the eligible product are allowed to gain additional entries and increase the chances of winning the prize, subject to stock availability.

The eligible item is a limited edition Nankang sticker valued at €3.99 including VAT, excluding shipping fees.

Item reference: DS-NANKANG-STICK

URL: <a href="https://www.driftshop.com/driftshop-nankang-sticker.html">https://www.driftshop.com/driftshop-nankang-sticker.html</a>

Description: DriftShop "Nankang" Sticker | Feel The Grip - Dominate The Track

Shipping costs are €5.90 including VAT for relay point delivery, and €6.90 including VAT for home delivery within mainland France excluding Corsica (free for purchases over €50).

#### Delivery terms are available here:

https://www.driftshop.com/stock-and-delivery.html

Purchasing one sticker equals one entry and corresponds to one chance of winning based on the total number of entries. By purchasing a second DriftShop "Nankang" sticker, the participant gets an additional entry. Therefore, the participant can buy the item multiple times to improve their chances of winning.

#### Probabilities:

1 sticker = 1 chance out of the total number of stickers sold.

2 stickers = 2 chances out of the total number of stickers sold to win the prize.

Returning, canceling, or refunding an order containing the DriftShop "Nankang" Sticker will result in the nullity of the Participant's entry.

As the contest is accessible via platforms like Facebook and Instagram, Meta shall not be held liable in case of any dispute related to the contest. Meta is neither the organizer nor the sponsor of the contest. Personal data collected during the contest is intended for the organizing company in accordance with Article 12 of these rules.

The contest being accessible on mobile phones (Smartphones), Apple, Microsoft, Google, or any other mobile application platforms shall not be held liable in case of any dispute related to the contest.

## **ARTICLE 4 – WINNER SELECTION**

The draw will be conducted by SELARL ACTA - PIERSON and ASSOCIATES, a bailiff office located at 15 rue de Sarre BP 15126 57074 METZ Cedex 3, among all registered participants. A random computer draw will be conducted within 30 business days. Each winner will be contacted directly by email by the Company within 15 days of the draw to send or communicate their prize. The date and time of the draw may be rescheduled.

# **ARTICLE 5 – PRIZES**

Prize: 4 semi-slicks tires CR-S or AR-1 with a maximum value of €2,138 including VAT

Choose from: https://www.driftshop.com/tyres/brands/nankang.html

#### ARTICLE 6 - PRIZE DISTRIBUTION AND USAGE TERMS

The contest organizer will contact only the drawn winner by email and inform them of the procedures to follow to receive their prize. No mail will be sent to non-winning participants; only the winner will be contacted. The winner must respond within a week following the sending of this email and provide their complete contact details. If the winner does not respond within a week following the email, they will forfeit their prize and will not be entitled to any compensation. In such a case, the prize will be awarded to a substitute designated during the draw of the relevant session. The winner must comply with these rules. If it turns out that they do not meet the criteria of these rules, their prize will not be awarded and will

be retained by the Organizer. To this end, participants authorize all verifications concerning their identity, age, contact details, or the loyalty and sincerity of their participation. Any false declaration or indication of false identity or postal address results in the immediate elimination of the participant and the acquisition of the prize by the Organizer. The prize must be used during the specified period according to the terms and conditions later communicated to the winner.

# ARTICLE 7 – MODIFICATION OF CONTEST DATES AND EXPANSION OF THE NUMBER OF PRIZES

The organizing company cannot be held liable in case of force majeure or events beyond its control if it is required to cancel the contest. It also reserves the right to extend or shorten the participation period, postpone it, or change its conditions, and its liability cannot be engaged for this reason. The contest may be stopped in case of stock shortage of the eligible item.

Additions and modifications to these rules may be published during the contest. They will be considered as annexes to these rules. Any changes will be communicated beforehand by any appropriate means after the amendment has been filed 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 the applicable European and French regulations on data protection.

By participating, you consent to the processing and collection of your personal data. The personal data collected 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 purpose of considering your participation in the contest, 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 use for the needs of the contest's organization and/or management. These subcontractors are located within the European Union.

Your personal data will be immediately deleted once the contest is over or 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 longer in case of a potential dispute to ensure the defense of our interests.

You can withdraw your consent at any time.

You have the rights to access, rectify, delete, and port your data, limit and oppose the processing of your data, and define directives on the fate of your personal data after your death. To exercise these rights, you can send your request to contact@driftshop.com. You

also have the right to lodge a complaint with the French Data Protection Authority (Commission nationale informatique et libertés).

#### **ARTICLE 9 - RESPONSIBILITIES**

Participation implies knowledge and acceptance of the characteristics and limitations of the Internet, the lack of protection of certain data against possible misuse or hacking, and the risk of contamination by potential viruses circulating on the network. The organizing company declines all direct or indirect responsibility in the event of misuse or incident related to the use of the computer, access to the Internet, maintenance or malfunction of the Game servers, the telephone line, or any other technical connection, as well as the sending of forms to an incorrect or incomplete address.

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

The organizing company will make its best efforts to provide access to the Game. The organizing company may, at any time, especially for technical reasons, updates, or maintenance, interrupt access to the website and the Game. The organizing company will not be liable in any way for these interruptions and their consequences. No compensation can be claimed in this regard.

Furthermore, the organizing company shall not be held liable for any problems with the delivery or loss of postal or electronic mail (particularly with regard to the delivery of prizes). Any prize sent by the organizing company to a winner that is not claimed or returned for any other reason by the postal services will be lost for the winner and will remain the property of the organizing company. The organizing company cannot be held responsible for any malfunction of the Internet network, nor for delays, losses, or damage resulting from postal and management services.

The Organizer shall not be held liable for the inability to contact each winner, nor for loss, theft, or damage to the prize during its delivery. The Organizer shall not be liable for any errors regarding the name, address, and/or contact details provided by the participants.

Moreover, the Organizer of the contest declines all responsibility for any incidents that may occur during the use of the awarded prize and/or its use and/or its consequences, particularly the use of a prize by a minor, who remains under the complete and total responsibility of a person with parental authority. The Organizer reserves the right, if circumstances require, to shorten, extend, modify, interrupt, defer, or cancel the contest without any liability being incurred. However, any modification will be subject to an amendment that will be posted on the website and sent free of charge to anyone who requests a copy of the rules in writing, in accordance with the provisions of these rules. The Organizer disclaims all responsibility in the event of a malfunction preventing access to and/or the proper conduct of the contest, particularly due to external malicious acts. The use of robots or any other similar processes allowing participation in the contest in an automated or other way is prohibited, and violation of this rule will result in the definitive elimination of its creator and/or user.

The Organizer may cancel all or part of the contest if it appears that fraud has occurred in any form, particularly through computer means, in connection with participation in the contest or the determination of winners. In such cases, the Organizer reserves the right not

to award the prizes to the fraudsters and/or to take legal action against the perpetrators of such fraud before the competent courts.

The organizing company reserves the right to extend, shorten, modify, or cancel its operation at any time, particularly in cases of force majeure, without any compensation being claimed by the participants. The amended rules, if any, will be filed 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 Game website, the objects represented, the trademarks, and trade names mentioned, the graphic elements, software, and databases comprising the Game website, are the exclusive property of their respective owners and may not be extracted, reproduced, or used without their written permission, under penalty of civil and/or criminal prosecution.

#### **ARTICLE 11 – PERSONAL DATA**

The organizing company, which manages the contest, implements computer processing for the purpose of managing the contest. The organizing company is responsible for processing personal data that may be collected.

The personal data collected will be used solely 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 do so by ticking the corresponding box after creating their account, their email address will be used to send them the newsletter. The data collected will be retained according to the general sales conditions and privacy policy: <a href="https://www.driftshop.fr/politique-confidentialite.html">https://www.driftshop.fr/politique-confidentialite.html</a>.

Participants are informed that by accessing the contest website, a cookie may be stored on their computer's hard drive. This is a small computer file that records their navigation on the contest website. Cookies are used to identify each participant to allow them to access information more quickly, without having to re-enter it. They cannot, in any case, damage the data on their computer.

A participant can oppose the storage of this cookie or choose to be notified of its storage on their hard drive by configuring their browser software (the participant is invited to refer to their browser's terms of use for this feature). When this setting is made, the participant will still have the option to access the contest website and participate in it.

In accordance with the French Data Protection Act of January 6, 1978, as amended, and the European Regulation 2016/679 of April 27, 2016, relating to the protection of individuals with regard to the processing of personal data, you have the right to access, rectify, erase, and limit the processing of your data, as well as the right to object and to erasure within the limits permitted by the European Regulation.

The participant can access information concerning them by sending an email to: contact@driftshop.com

If, after contacting the Company, they believe that their data protection rights are not being respected, they can file a complaint with the CNIL (French Data Protection Authority).

#### ARTICLE 12 – JURISDICTION AND INTERPRETATION OF THE RULES

Any dispute concerning the interpretation of the rules will be settled by the organizing company.

Participation in this contest implies the unreserved acceptance of these rules in all their provisions, the ethical rules in force on the Internet (code of good conduct, etc.), as well as the laws and regulations in force in French territory, particularly the provisions applicable to Games and lotteries in force. No telephone or written request concerning the interpretation or application of these rules, the mechanisms or modalities of the Game, or the list of winners will be answered. In case of a dispute, only a registered letter with acknowledgment of receipt sent within a maximum period of 30 days after the end date of the Game will be considered. Except in the case of manifest errors, it is agreed that the information resulting from the Game systems of the organizing company shall have probative value in any dispute concerning the elements of connection and the computer processing of the said information relating to the Game.

Before taking any legal action related to or in connection with these rules (in particular their application or interpretation), participants undertake to make an amicable and informal appeal to the organizing company.

Participants are subject to the French regulations applicable to games and contests. Any dispute that cannot be resolved amicably will be submitted to the competent courts under the jurisdiction of the organizing company's headquarters, 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. They can be sent free of charge to anyone who requests them from the organizing company.