# "LUCKY DAYS 2025" CONTEST TERMS AND CONDITIONS

#### **ARTICLE 1 – PREAMBLE**

The company POINT S DEVELOPMENT, SAS with a share capital of 418,000 euros, registered with the Lyon Register of Companies under number 491 028 627 00025, with its head office at 9 rue Curie 96006 Lyon France (hereinafter the 'Organising Company'), has decided to organise, in several countries, a contest with the obligation to purchase goods as part of a promotional campaign for the sale of tyres (hereinafter '*Lucky Days*' or the 'Contest'), rewarding certain customers under the following conditions.

# <u>ARTICLE 2 – PURPOSE</u>

The purpose of these terms and conditions is to define the rules applicable to the "Lucky Days 2025" campaign. Failure to comply with the participation conditions set out in the terms and conditions will result in the participation being null and void.

By taking part in the Contest, participants accept these terms and conditions fully and unconditionally.

# ARTICLE 3 - DURATION, GEOGRAPHICAL AREA AND ANNOUNCEMENT OF THE CAMPAIGN

The Lucky Days 2025 will take place over the following periods:

- From 1 March 2025 to 30 April 2025 inclusive in the following countries: Sweden, UK and South Africa.
- From 1 April 2025 to 31 May 2025 inclusive in the following countries: Belgium, Bulgaria, the Czech Republic, Denmark, Finland, Germany, Hungary, Italy, Norway, Poland, Portugal, Romania, Slovakia and Slovenia.
- From 1 December 2025 to 27 December 2025 inclusive in the following country: France.

The campaign will be advertised in all participating points of sale by means of a promotional kit consisting of: a counter stand and flyers, a window sticker and complete contest rules.

All the authorisations required by certain national laws have been obtained by the Organising Company in Hungary, Italy, Poland and Portugal.

## ARTICLE 4 – REGISTRATION AND PARTICIPATION CONDITIONS

## 4.1. Registration conditions

To take part in the Contest legitimately, all participants must meet the following conditions:

- Be an individual of adult age, at least 18, residing in one of the countries where the Contest is organised. The Contest is restricted to a single participant per household (same last name, same postal address and/or same email address) per day.

We reserve the right to take legal action in the event of suspected or proven fraud.

 Customers cannot be affiliated with the point of sale. Point-of-sale employees and managers, members of the Point S network, and members of companies who have taken part in preparing the campaign, printing promotional materials and organising the promotional campaign are all excluded from taking part. The customer must not be subject to any sanction (administrative and/or criminal) of a
national or international nature, it being specified that should it transpire that the
participant's bank account has been listed as an account belonging to a person subject
to such sanctions, the Organising Company reserves the right to refuse to make any
reimbursement.

#### 4.2. Participation conditions

To be able to participate, customers must comply with all the conditions set out below.

a. Prior purchase of Goodyear or Point S Tyres

The competition is open to any customer who has simultaneously purchased at least two (2) Goodyear or Point S Tyres from a participating Point S outlet, between:

- 1 March 2025 and 30 April 2025 inclusive in one of the countries listed in Article 3.
- 1 April 2025 and 31 May 2025 inclusive in one of the countries listed in Article 3.
- **1 December 2025 and 27 December 2025 inclusive** in one of the countries listed in Article 3.

The Goodyear and Point S tyre ranges eligible for this operation are touring, 4\*4, utility, summer, winter and four-season tyres.

When customers scan the QR Code and/or go directly to the game site (<a href="www.luckydays.point-s.com">www.luckydays.point-s.com</a>), they can play and discover whether they have won one of the prizes available. If they win, they will be invited to use their voucher by providing proof of purchase within:

- **2 weeks from the date of receipt of the email confirming the win**, in the following countries: Romania and South Africa.
- 1 month from the date of receipt of the email confirming the win, in the following countries: Belgium, Czech Republic, Denmark, Finland, Germany, Hungary, Poland, Slovakia, Slovenia and the United Kingdom.
- 2 months from the date of receipt of the email confirming the win, in the following country: Norway.
- 3 months from the date of receipt of the email confirming the win, in the following countries: Italy and Sweden.
- **6 months from the date of receipt of the email confirming the win**, in the following countries: Bulgaria, France and Portugal.

Customers wishing to participate are informed that claiming prizes is subject to proof of purchase. The only means of proof accepted is an invoice in the participant's name, issued during the promotional period. It is therefore up to any customer wishing to participate in the contest to download and keep said invoice.

#### b. Participation form

Any customer wishing to take part in the contest must click on the link received by SMS prior to the campaign.

Any customer wishing to participate in the Contest should either scan the QR code available on the display at the point of sale or go to the Contest website <a href="https://www.luckydays.point-s.com">www.luckydays.point-s.com</a>

For the entry form to be valid, a customer must provide all the following information:

- Name
- First name

- Gender
- Email address
- Mobile phone number
- Address / Postcode / Town/City
- Country
- Name and town/city of the Point S point of sale

If a participant fails to fill in the form in its entirety, or includes illegible or incorrect information (including bank details), their entry will be cancelled and they will not be able to claim any prizes.

The participant must upload the proof of purchase within the validity period of the voucher, which must be fully legible and include the information listed above.

#### c. Validation of participation

After reading all these conditions, participants expressly agree to the processing of their personal data as part of the contest. This consent will be given by means of a checkbox included on the form:

- o I declare that I have read and accepted all the terms of the rules and meet the conditions for participation.
- I give consent for my personal information to be communicated to Point S and to receive sales information from them.

In cases where participants do not tick the first box, their entry will be considered null and void and they will be unable to submit the form. The collection and processing of the participant's personal data is necessary for the organisation of the Contest. As regards the second box, it should be noted that participants may choose not to tick it.

If it turns out that fraud has been committed in any shape or form, including if a person has entered the contest several times on the same day, the Organising Company reserves the right to render the fraudster's entry null and void.

## d. Refund request

In order to receive the refund, the customer must go to the site, received by email, and enter the following data:

- Bank details (IBAN)
- Purchase invoice

To finalise their claim, they must tick the following two boxes:

- By ticking this box, you consent to your personal data entered above being processed by Point S for the sole purposes of managing the promotional operation.
- I agree to the processing of my personal data in accordance with this form and declare that I have read and accepted the rules of the Contest. In particular, they inform you of how your personal data is processed and of your rights with regard to this data.

In order for the refund request to be accepted, the customer must upload a valid proof of purchase, in the participant's name, issued during the promotional period. This invoice must be uploaded within the period of validity of the voucher on receipt of the e-mail confirming the

win. Likewise, if the proof of purchase provided is illegible or incorrect (e.g.: participant's name does not match the name on the invoice) or simply not submitted within the validity period of the voucher, the participant's entry will be annulled, and they will not be able to claim any prizes.

In the event that the invoice does not comply, the customer will be contacted by Point S. On receipt of this email, the customer will have a further 7 days to provide compliant proof of purchase. After this deadline, the customer's participation will be definitively annulled.

"Lucky Days 2025" is reserved exclusively for Point S network customers residing in one of the following countries: Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Hungary, Italy, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Sweden, UK and South Africa.

## <u>ARTICLE 5 – PRIZES AND ALLOCATION OF WINNINGS</u>

For "Lucky Days 2025", Point S is making available a total of 575 refunds distributed as follows:

<b>Distribution</b>	<u>of vouchers:</u>
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Bulgaria	25
France	150
Hungary	25
Italy	25
Norway	25
Portugal	25
Poland	25
Romania	25
Slovakia	25
Slovenia	25
UK	25
ZA	25
Denmark	25
Finland	25
Sweden	25
Germany	25
Belgium	25
CZ	25
Total number of lots = 575	

#### Total number of lots = 5/5

Each country will have a total of 25 refunds for all their participating customers. These reimbursements are broken down as follows: 13 refunds of 1000 ZAR, 7 refunds of 2000 ZAR and 5 refunds of 3000 ZAR.

The registration site <u>www.luckydays.point-s.com</u> will remain online and accessible to participants until the end of the campaign.

The organizing company uses a legal commissioner, the firm AURAJURIS 264 rue Garibaldi - 69003 Lyon – France (email: contact.lyon3@aurajuris.com). The intervention of the adjudicator

before the start of this promotional campaign consists of setting, for each participating country, the value of the prize, in euros or in the local currency.

In accordance with certain national regulations, winners may be required to pay tax or other charges on their winnings. The Organising Company cannot cover any taxes imposed on winners in accordance with national regulations. This is particularly the case in Hungary, Poland, Romania, Slovakia and Slovenia.

If the customer is registered at the date and time defined for a win, their registration file will be checked within 15 working days, and if compliant, the winner will then be credited within a maximum period of 4 to 6 weeks.

This procedure applies to all participating countries. The name of the beneficiary on the invoice must match the name entered on the registration form.

The Organising Company will not proceed with any method of reimbursement other than bank transfer, which the participant fully acknowledges and accepts.

The winner must comply with the rules. Should the winner not meet the criteria set out in these rules, the prize will not be awarded to them and will remain the property of the Organising Company. Should it transpire, after the winner's entry has been compiled, that there is a doubt as to the accuracy of the contact details provided, the Organising Company reserves the right to request documents proving the winner's name, address and telephone number or confirming their bank details. Failure to supply such proof will result in these contact details being considered null and void, the participant being unable to obtain the prize, and the winnings remaining the property of the organizing company.

# **ARTICLE 6 – LUCKY DAYS CAMPAIGN COMMUNICATIONS**

At the end of "Lucky Days 2025", information will be published that may include photos of the point of sale and the winner(s), and the last names, first names and countries of the winners may be disclosed without entitling them to any compensation, right or advantage other than the prize.

Participants agree to this disclosure by filling in the information on the "Lucky Days 2025" form and ticking the checkbox dedicated to the terms and conditions as they appear on the point of sale advertising, and in detail in the Contest terms and conditions available at every participating Point of Sale.

# **ARTICLE 7 – PERSONAL DATA**

In accordance with French Law No. 78-17 of 6 January 1978 relating to computers, files and liberties, as amended (the French Data Protection Act) and/or the General Data Protection Regulation No. 2016/679 of 27 April 2016 ("GDPR"), participants are informed that the Organising Company, as the Data Controller, processes personal data relating to Contest participants.

The organising company has appointed a Data Protection Officer (DPO) who can be contacted at dpo@points-development.com.

The purpose of processing personal data is to organise the "Lucky Days 2025" promotional campaign and communication regarding this campaign. This processing is based on the consent of the participant.

In this regard, participants give their free and informed consent for the Organising Company to collect personal data relating to them throughout their participation in the Contest.

The participants' personal data is the following: Last name, First name, Email address, Mobile phone number, Address / Postcode / Town, Country, Name and town of Point S point of sale, proof of purchase and proof of bank details (in international format: IBAN).

This data is collected for the purposes of organising the Game and communicating about the Game.

Personal data collected is intended exclusively for POINT S DEVELOPMENT (marketing and network development department), the point of sale where the purchase is made, and the company Be Brandon (53 rue de Châteaudun, 75009 PARIS) for the management of the winnings, and may not be used by a third party.

It is specified that the Data Controller uses the services of a data processor who handles the personal data entered on entry forms, particularly to manage the winnings in the form of bank transfers as part of this promotional campaign. The data processor is Be Brandon (53 rue de Châteaudun, 75009 PARIS), a communications and operational marketing agency specialised in network development, sales promotion and digital marketing.

Participants' personal data will be kept, in Europe, for a maximum of 36 months from the date of collection, in accordance with local regulations, unless consent is withdrawn (with the exception of bank details, which will be destroyed within a maximum of 90 days following the end of the campaign), without prejudice to the rights held by each participant with regard to any directives they may define relating to what happens to their personal data after their death.

In accordance with the French Data Protection Act ('Loi informatique et libertés') of 6 January 1978 as amended, and the GDPR, participants have the right to access, rectify, delete and transfer between Data Controllers any data relating to them, as well as a right to request limited processing, under the conditions and within the limits set out in the regulations. Each participant also has the right to withdraw their consent to the processing of their personal data. In accordance with Article 40-1-II of the amended French Data Protection Act of 6 January 1978, participants are entitled to send the Organising Company instructions about what should happen to their personal data after their death.

These rights can be exercised by writing to the Organising Company at the address specified at the beginning of these rules or sending an email to dpo@points-development.com. The exercise of rights by a participant may result in additional processing of personal data.

In the event of withdrawal of consent before the end of the Campaign, the participant renounces his/her participation.

Participants have the right to file a complaint with the French Data Protection Authority (CNIL - Commission Nationale de l'Informatique et des Libertés) or any other competent local body.

After reading all these conditions, participants expressly agree to the processing of their personal data as part of the contest. This consent will take the form of a checkbox on the online form: .

- o I declare that I have read and accepted all the terms of the rules and meet the conditions for participation.
- I give consent for my personal information to be communicated to Point S and to receive sales information from them.

#### **ARTICLE 8 – VARIOUS PROVISIONS**

#### 8.1 – Responsibilities

Participation in the Contest is entirely the responsibility of the participants, who will be responsible for paying tax on any winnings received.

The company POINT S DEVELOPMENT cannot be held responsible if, due to force majeure or events beyond its control (particularly in the event of technical or computer problems, etc.) disrupting the organisation or management of "Lucky Days 2025", it is required to cut short, extend, postpone, amend or cancel this promotional campaign for the sale of tyres. However, any change will be the subject of an amendment which will be filed with AURAJURIS 264 rue Garibaldi - 69003 Lyon - France.

The Organising Company may also not be held liable in the event of a change in the law applicable in the country of participation in the game coming into force after the launch of the Contest. In this respect, the Organising Company is not bound by any obligation of result.

The Organising Company may cancel or suspend all or part of the Contest if it appears that fraud has occurred in any form whatsoever in connection with participation in the Contest. Under such circumstances, the company reserves the right to withhold prizes from fraudsters.

In any case, if the proper administrative and/or technical functioning of the Contest is disrupted by a virus, a computer big, unauthorised human intervention or any other cause or event beyond the control of the Organising Company, the latter reserves the right to interrupt the Contest.

No request for reimbursement may be made to the Organising Company, including for the costs of connecting to the website.

## 8.2 - Applicable law

"Lucky Days 2025" and these Terms and Conditions are subject to French law.

Any disputes relating to the validity, interpretation or implementation of these rules fall under the jurisdiction of Lyon Commercial Court in France.

#### **ARTICLE 9 – TERMS AND CONDITIONS**

These rules are registered with AURAJURIS, 264 rue Garibaldi - 69003 France.

They can be consulted free of charge at participating points of sale and at the following address: https://aurajuris.fr/jeux-concours/