

# **'LUCKY DAYS 2024' DRAW TERMS AND CONDITIONS**

## **OFFER LIMITED to the first 400 entries**

### **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.

### **ARTICLE 2 – PURPOSE**

The purpose of these terms and conditions is to define the rules applicable to the '*Lucky Days 2024*' 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**

Lucky Days 2024 will take place over the period running from 1 to 30 September 2024 in the United Kingdom.

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

### **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 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) for the entire duration of the Contest.
- 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.

This promotional campaign is limited to the first 400 entries that comply with the terms and conditions set out below.

### *a. Pre-purchase of Michelin tyres*

The Contest is open to any customer simultaneously purchasing two (2) tyres or four (4) Michelin 15-inch or larger tyres from a participating Point S point of sale, between 1 and 30 September 2024 in one of the countries listed in Article 3. The Michelin tyre ranges eligible for this operation are touring, 4\*4, utility, summer, winter or four-season tyres.

Customers wishing to participate are informed that claiming prizes is subject to proof of purchase. The only accepted means of proof is an invoice in the participant's name, issued during the promotional campaign period. Customers wishing to enter the Contest must therefore download keep the invoice in question.

### *b. Registration form*

Any customer wishing to participate in the Contest should scan the QR code available on the display at the point of sale or go to the Contest website [www.luckydays.point-s.com/michelin](http://www.luckydays.point-s.com/michelin)

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
- Purchase date
- The number of tyres purchased
- The size of tyres purchased
- Name and town/city of Point S outlet
- Upload of proof of purchase
- Enter bank details (in international format: IBAN and BIC)

If the participant is among the 400 first entries, their file will be checked and if it is complete and compliant, a bank transfer will be issued to them.

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, which must be fully legible and include the information listed above.

### *c. Validity of registration*

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:

- I acknowledge that I am 18+ years old and I accept all the terms and conditions of the 'Lucky Days 2024 campaign.
- I consent to the processing of my personal data for this purpose, as described in the 'Lucky Days 2024' Contest Rules, and to the use of my image in publicity relating to this campaign
- I agree to be contacted by the Organising Company for advertising and/or promotional purposes

In cases where participants do not tick the first two boxes, 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. The participant is free not to tick the third box.

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

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, the participant's entry will be cancelled and they will not be able to claim any prizes.

'Lucky Days 2024' is reserved solely for Point S network customers resident in the UK.

**ARTICLE 5 – PRIZES AND ALLOCATION OF WINNINGS**

For 'Lucky Days 2024', the prize awarded to the 400 first entries is a refund to the participant according to the following scale:

Dimensions:	Refund amount on the purchase of 2 Michelin tyres	Refund amount on the purchase of 4 Michelin tyres
15- and 16-inch	<b>£ 10</b>	<b>£ 20</b>
17 inches	<b>£ 20</b>	<b>£ 50</b>
18 + 19 inches	<b>£ 30</b>	<b>£ 70</b>
20 inches and over	<b>£ 40</b>	<b>£ 100</b>

The registration site [www.luckydays.point-s.com/michelin](http://www.luckydays.point-s.com/michelin) will remain online and accessible to participants until the quota of eligible entries has been reached.

The Organising Company can turn to an independent adjudicator: AURAJURIS 264 rue Garibaldi - 69003 Lyon - France (email: [contact.lyon3@aurajuris.com](mailto: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.

If the customer is among the 400 first entries, their entry form will be checked within 15 working days and if it is compliant, the winner will then be credited within a maximum of 30 working days.

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 2024*', 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 2024*' 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](mailto:dpo@points-development.com).

The purpose of processing personal data is to organise the '*Lucky Days 2024*' 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 as follows: Last name, First name, Email address, Mobile phone number, Address / Postcode / Town, Country, Date of purchase, Number of tyres purchased, Size of tyres purchased, Name and town of Point S outlet, proof of purchase and proof of bank details (in international format: IBAN and BIC).

This data is collected for the purposes of organising the Contest and communicating regarding the Contest.

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 Empreinte (28 rue Barodet, 69004 Lyon FRANCE) 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 Empreinte (28 rue Barodet, 69004 Lyon FRANCE), a communications and operational marketing agency specialised in network development, sales promotion and digital marketing. It is specified that this subcontractor has itself entrusted the company TESSI TMS (130-136 Avenue Joseph Kessel 78960 Voisins-le-Bretonneux) with making the transfers to the winners. Finally, it is specified that the data processor has signed a service contract with the data controller that establishes the scope of the management of personal data collected as part of this promotional campaign.

Participants' personal data will be kept, in Europe, for a maximum of 36 months from the date of collection, 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](mailto: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) 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: .

- I acknowledge that I am 18+ years old and I accept all the terms and conditions of the 'Lucky Day 2024' campaign.
- I consent to the processing of my personal data for this purpose, as described in the 'Lucky Days 2024' Contest Rules, and to the use of my image in publicity relating to this campaign

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

## **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 2024*', 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 bug, 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 2024*' 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/>