

## **Introduction**

GSC VANS THEAULT, hereinafter referred to as "THEAULT", whose registered office is located at Z.A de Maudon 50300 Ponts - FRANCE, and registered with the RCS of France under number 409 751 542, is organizing a game on its stand at EQUITA Lyon (stands M30 and N37 - hall 5) from 1<sup>er</sup> to 5 November 2023 (hereinafter referred to as the "Game"). The Let's Smile game is free and no purchase is necessary. By taking part in the game, participants will be entered into a prize draw enabling twenty-four (24) of them to win a THEAULT Centenary book. A second draw will be organized among the 24 book winners to determine the winner of one (1) 24-day rental of a THEAULT "PROTEO Centenaire" light vehicle. The game can be played on the THEAULT stand at EQUITA Lyon 2023.

The game is developed and managed by THEAULT.

The present document is the rules of the game, hereinafter referred to as the "Rules". They may be supplemented and/or amended at any time during the duration of the game, by any additional clause which will come into force solely as a result of its publication by THEAULT.

All persons are deemed to have read, understood and accepted, without reservation, the Rules in their entirety, and in particular the article relating to personal data, as soon as they access and register for the game.

All the above-mentioned documents are available and accessible to all users and participants for the duration of the game. Users and participants are asked to make a backup copy and/or print out all of the above-mentioned texts so that they can refer to them if necessary.

## **Article 1: Terms and conditions**

**1.1.** Participation in the game is open to anyone meeting the cumulative conditions below:

- natural person of legal age;
- with a valid French driver's license;
- with valid automobile insurance;
- living in mainland France.

THEAULT will, within the limits of the means at its disposal, verify compliance with these criteria. Should any of these criteria not be met, registration for the game will not be validated.

**1.2.** Participation in the game is limited to one entry in the prize draw as detailed in article 2 below.

**1.3.** Access to the game is forbidden to employees of G.S.C THEAULT and to any natural or legal person having collaborated or collaborating in the organization of the game, including members of their immediate families (e.g. spouse, partner, child, sister and brother, parent, PACS partner).

## **Article 2: Participation**

**2.1.** The game is open to anyone meeting all the conditions set out in article 1.1 above, with the exception of anyone mentioned in article 1.3.

To enter the draw and try to win one of the prizes at stake in article 3.1, all participants must have carried out the actions mentioned below:

- Visit THEAULT stand at EQUITA Lyon;
- Take a picture on the "Let's Smile" photobooth with the Let's Moove truck in the background on the THEAULT stand;
- Agree to the publication of the picture on the brand's website and social networks;
- Read, understand and accept without reservation the Rules of the game.

Registration for the prize draw is only effective once these steps have been completed. It is understood that each participant undertakes to reveal correct information concerning him or herself. THEAULT declines all responsibility in the event that a participant uses false first names and/or surnames associated with a valid e-mail address, or even usurps the identity of a third party.

**2.2.** Participation in the game is exclusively by physical means at the THEAULT stand, with the draw being made from among the participants registered at the stand. Participation on plain paper or in any other form is not permitted.

**2.3.** Participation in the game will only be valid if the information requested by THEAULT is complete and correct. Any entries made using incorrect or falsified information or via counterfeit or falsified forms will forfeit any right to obtain any winning prize.

**2.4.** All participants agree to abide by the Rules. Any breach of the Rules by the Participant, and in particular any fraud, abuse or cheating on his/her part, may result in his/her exclusion from the game by decision of THEAULT. Furthermore, in the event of abuse or cheating by one or more participants, THEAULT reserves the right to modify or terminate the game without notice, in particular if the integrity of the game is called into question.

### **Article 3: Determining the winners and awarding prizes**

**LOT:** By participating in this game, you can win a THEAULT Centenary book (24 winners) or a 24-day rental of a PROTEO Centenary (1 winner). These prizes will only be available to winners in 2024, the date of THEAULT's centenary.

**3.1.** The 24 winners will be determined by the THEAULT team's "coup de coeur" selection, followed by a random draw from among the selected photos. Participants may not claim any compensation or consideration whatsoever in the event of cancellation or loss, other than any consideration offered by the organizer. The prize offered cannot be contested in any way whatsoever, nor can it be exchanged or replaced for any reason whatsoever by THEAULT. If circumstances so require, THEAULT reserves the right to replace the prizes with others of equivalent value.

**3.2.** Winners will be determined by selection and then by a draw to be held on November 24, 2023.

**3.3.** THEAULT will inform the winners by e-mail on the day of the draw. On this occasion, the winners will be notified of the procedures for taking possession of their prize.

If the prize is not returned, the winner will forfeit the prize without THEAULT being held responsible or owing any compensation. The prizes will be delivered by the brand during 2024.

Notwithstanding the foregoing, the organizing company also reserves the right to keep the prizes that should have been awarded to the defaulting winner and to dispose of them as it sees fit.

### **Article 4: Modification / termination of the game**

**4.1.** THEAULT reserves the right to shorten, extend, modify or cancel the game in the event of a case of force majeure that would make it impossible to continue the game in accordance with the provisions of the Rules and in particular in the event of malfunction of the Internet network (whether due to a virus or not), platforms or any other problem related to networks, means and (tele)communication services, computers (online or offline), servers, Internet access and/or hosting providers, computer equipment or software, data or databases.

**4.2.** In the event of such a cancellation, modification, extension or reduction in the duration of the game, THEAULT undertakes to notify participants by e-mail and/or by publication on the platform via the dedicated application and, where applicable, to inform them of the new rules applicable or the new closing date of the game. In the event of any modification of the present Rules with regard to the foregoing, the continuation of the game by registered participants will constitute acceptance of the modifications made, each participant having the option of unsubscribing from the game by

contacting THEAULT.

**4.3.** In the event of modification of the conditions of the game, cancellation, interruption or reduction of the duration of the game, THEAULT may not be held liable, and participants may not claim any compensation, which they accept.

**4.4.** Finally, each Participant accepts that THEAULT may terminate or modify the game at any time if it observes a significant number of abuses and cheating, whether during registration for the game or during the game itself. Participants will be notified of the cancellation or modification of the game by publication on the platform or by any other means THEAULT deems appropriate.

### **Article 5: Disclaimer and limitation of liability**

THEAULT shall not be liable for any damages, direct or indirect, whatever the cause, origin, nature or consequences, even if it has been advised of the possibility of such damages, caused by reason of :

- a malfunction of the Internet network or computer equipment, including the platform and application (hardware and/or software and/or databases and/or data) of a Participant or any person or company associated with the organization of the game or, more generally, any other problem related to networks, means and (tele)communications services, computers (online or offline), servers, Internet access and/or hosting providers, computer equipment or software, databases and data of anyone;
- the truthfulness of the information given by the Participant, and that it could not validly consider as not complying with the provisions of these rules and Conditions of Use regarding the information and means in its possession.
- for any manufacturing defect, breakdown, or other malfunction, for the compliance of the lots with any standards to which they may be subject, or for the safe use of the places offered (under normal conditions of use) which are not its own products.

THEAULT declines all responsibility for damage caused by events beyond its control. at will, from the use of auditor seats, or from a supplier's service.

### **Article 6: Participation fees**

The game is free, and no purchase is necessary.

The Rules are available to participants free of charge at [www.theault.com](http://www.theault.com). For participants accessing the game rules via a modem and using a telephone line billed according to the time spent - i.e. excluding cable, ADSL or specialized connection subscriptions and packages including or offering communication costs - the costs of connecting to the site incurred for participation in the game will not be reimbursed to participants.

### **Article 7: Disputes**

In the event of a dispute or claim concerning the game for any reason whatsoever, requests must be sent in writing to the attention of THEAULT by mail to the address mentioned in the preamble, during the duration of the game and no later than sixty (60) days after the winners have been designated.

In the event of a dispute or claim concerning the prizes awarded, requests must be sent in writing to the attention of THEAULT, by e-mail to [communication@theault.com](mailto:communication@theault.com) or by post to the address mentioned in the preamble within seven (7) days of receipt of the prize confirmation.

Each participant undertakes, in the event of any difficulty that may arise concerning the application or interpretation of the Regulations, to seek amicable settlement with THEAULT before taking any legal action against the latter.

The Rules are subject to French law. If no amicable solution is found between the participant(s) and THEAULT, any dispute arising from these Rules shall be submitted to the ordinary courts of France.

### **Article 8: Personal data**

In accordance with the provisions of the RGPD law of April 27, 2016 relating to the protection of persons with regard to the processing of personal data, files and freedoms, as well as all texts relating to the implementation of the provisions set out therein, the participant is informed that all information requested within the game registration form is mandatory, and mentioned as such, and that failure to answer these questions by the participant will prohibit him/her from participating in the game.

The data collected is strictly necessary for the proper execution of the game. Any use for purposes other than those set out in these Rules must be expressly authorized by the participant. By participating in the game, the participant accepts the Rules and the collection of said data. The data will be deleted within 3 months of the end of the game, unless the participant expressly agrees otherwise.

THEAULT may publish and reproduce on the platform the image, voice recording and name of the winner.

Consequently, the data collected is transmitted solely to THEAULT in its capacity as organizer of the game established in France.

Any Participant also has the right to access, rectify, block and delete data concerning him/her by contacting THEAULT directly by e-mail at [communication@theault.com](mailto:communication@theault.com) or by post at the address mentioned in the preamble.

It is specified in this respect that any request to delete this data by any means whatsoever during the duration of the game may result in the cancellation of registration for the game.

If the participant expressly states his/her wish to receive the THEAULT Newsletter, the data transmitted will then be collected by GSC THEAULT for the purposes of surveys, analyses or within the framework of commercial operations by GSC THEAULT, its subsidiaries, its sales network and/or any company offering a service on behalf of THEAULT.

### **Article 9: Electronic evidence agreement**

THEAULT may take advantage, in particular for the purposes of proof of any act, fact or omission, of programs, data, files, recordings, operations and other elements of nature or in computer or electronic format or support, established, received or stored directly or indirectly by it or the participants, except in the case of abuse or obvious error. Participants undertake not to contest the admissibility, validity, or probative value of the aforementioned elements in computer or electronic format or support. Thus, the elements considered constitute proof and, if they are produced as means of proof by GSC THEAULT in any litigation or other proceedings, they will be admissible and opposable between the parties in the same way, under the same conditions and with the same probative force as any document that would be established, received or kept in writing.

### **Article 10: Submission of regulations**

The French version of these rules has been filed with GSC THEAULT at Z.A Maudon 50300 Ponts - France and is available free of charge on the website [www.theault.com](http://www.theault.com).