## AppyFair

#### TERM & RULES OF THE GAME

"Discovering AppyFair" online fair January 25th 2022

## ARTICLE 1 - ORGANIZATION OF THE GAME

The Company 3D at Home, a company with a capital of 12,000 euros, whose head office is located at 3 Allée de Palerme 49460 Montreuil-Juigné, registered with the RCS of Angers under the number 489 306 126 (hereinafter the "organizing company" and represented by Raphaël Pomares, in his capacity as CEO.

• Organizes on 25/01/2022 from 2:00 pm to 6:00 pm, a free game with no obligation to purchase entitled: Contest ''Discover AppyFair'' (hereinafter referred to as "the Game"), according to the terms and conditions described in these rules.

This Game is organized in the form of a question/answer and item search contest during the Company's virtual fair.

#### **ARTICLE 2 - CONDITIONS OF PARTICIPATION**

This free game is open to any individual of legal age or legal representative of a legal entity, with Internet access and a valid e-mail address, with the exception of the organizing company's staff and their families, as well as any person who has participated in the development of the game.

The mere fact of participating in this Contest implies pure and simple acceptance, without reservation, of these rules.

#### **ARTICLE 3 - TERMS OF PARTICIPATION**

This Contest is a draw type contest that takes place exclusively on the Internet via the url : https://discover.appyfair.online/ on the dates indicated in Article 1.

This URL is accessible from the site "https://discover.appyfair.online/", various partner sites, social networks (Facebook, Twitter, Instagram ...), the E-newsletter of the company.

Participation in the Game is carried out in the following manner:

The person must

- be registered to our virtual event which will take place on: 25/01/2022
- answer 2 questions in the participation form
- collect clues from the sales managers during their conference
- find the secret image that will be hidden in the fair.

To complete this participation, the person must fill in the above elements in the form accessible via the event lobby (form hosted on the appyfair.events website).

Only one entry per person - with the same name, same first name, same e-mail address - is allowed during the entire Contest period.

The personal data collected during the Contest is intended for the organizing company in accordance with Article 12 of these rules.

### ARTICLE 4 - DESIGNATION OF WINNERS

2 winners will be drawn after the end date of the Contest mentioned in Article 1 before the end of the show.

The draw will determine the winners amongst the participants who have completed and validated the entry form and complied with the instructions of the game.

The announcement of the winners will be made during the show, live, and each winner will then be contacted directly by e-mail by the Company within 15 days after the draw in order to inform him/her of his/her prize.

## ARTICLE 5 – PRIZES

The Game is endowed with the following prizes, awarded chronologically to valid participants drawn and declared winners. Each winner wins a single prize, valid for any order placed after January 26, 2022.

List of prizes:

- An event based on 1000 users, 20 booths during 2 days, with exhibitor webinar and without any other option with a unit value of 4896 euros including VAT
- A second prize, including a 25% discount on a event (based on 1000 users, 20 stands and 2 days) with a unit value of 1224 euros including VAT

The organizing company reserves the right to verify the age of any winner before delivery of the prize. The prizes cannot be exchanged for their cash value or for any other prize. The organizing company shall not be held responsible for the use or non-use, or even trading, of the prizes by the winners.

In case of force majeure, the organizing company reserves the right to cancel the prize(s) won without compensation.

## ARTICLE 6 – IDENTIFICATION OF WINNERS AND ELIMINATION OF PARTICIPATION

Participants authorize the verification of their identity and of all information appearing on the entry form. Entries that are not fully completed and/or contain incomplete or false contact information will not be considered and will result in elimination from the contest.

Similarly, failure to comply with these rules and any fraud or attempted cheating, whatever the method, will result in the pure and simple elimination of the author's participation.

## ARTICLE 7 – MODIFICATION OF THE DATES OF THE GAME AND EXTENSION OF THE NUMBER OF PRIZES

The organizing company shall not incur any liability in the event of force majeure or events beyond its control if it is forced to cancel this Contest. It also reserves the right to extend or limit the period of participation, to cancel the game or to cancel it.

Additions and modifications to these rules may be published during the Game. They will be considered as annexes to these rules. Any change will be the subject of prior information by any appropriate means after the amendment has been filed with the office of the Bailiff in charge of these rules.

#### ARTICLE 8 – USE OF WINNERS' IDENTITY

Your personal data shall be processed by the Organizing Body, acting as recipient and controller, in accordance with the European and French regulations applicable to data protection.

The Data Protection Officer (DPO) can be reached at: discover@appyfair.events

By filling in the form and sending the required documents to ensure your participation in our game, you consent to our 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 game.

It is exclusively intended for the Organizing Company for the sole purpose of taking into account your participation in the game, managing the winners, awarding prizes and to meet

legal and regulatory obligations. Your data may also be used for commercial prospecting purposes, subject to your agreement.

Your personal data is transferred to our marketing and communication departments, as well as to service providers and subcontractors that the Organizing Body may call upon for the needs of the organization and/or management of the game. These subcontractors are located in the European Union.

Your personal data will be immediately deleted once the game has ended 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 longer in the event of a legal risk in order to defend our interests. You can withdraw your consent at any time.

You have rights of access, rectification, deletion and portability of your data, limitation and opposition to the processing of your data as well as the right to define directives relating to the fate of your personal data after your death. To exercise these rights, you can send your request to discover@appyfair.events. You also have the right to lodge a complaint with the National Commission for Information Technology and Civil Liberties.

## ARTICLE 9 – REIMBURSEMENT OF PARTICIPATION FEES

Given the current state of service and technology, some Internet service providers offer a free or flat-rate connection to Internet users, it is expressly agreed that any access to the site on a free or flat-rate basis (such as connection by cable, It is expressly agreed that any access to the site on a free or flat-rate basis (such as connection by cable, ADSL or specialized connection) shall not give rise to any reimbursement, insofar as the subscription to the services of the access provider is in this case contracted by the Internet user for his or her use of the Internet in general and that the fact that the participant connects to the site and participates in the Game does not cause him or her to incur any additional costs or expenses.

#### ARTICLE 10 - RESPONSIBILITIES

Participation implies knowledge and acceptance of the characteristics and limits of the Internet, the lack of protection of certain data against possible misappropriation or piracy and the risk of contamination by any 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, or the sending of forms to an incorrect or incomplete address.

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

The organizing company will make its best efforts to allow access to the Game. The organizing company may, at any time, particularly for technical, updating or maintenance reasons, interrupt access to the site and the Game. The organizing company shall in no case be liable for these interruptions and their consequences. No compensation may be claimed in this respect.

Moreover, the responsibility of the organizing company cannot be held in any case in case of problems of routing or loss of postal or electronic mail. Any unclaimed prize will be lost for the winner and will remain the property of the organizing company. The organizing company cannot be held responsible for the malfunction of the Internet network

## ARTICLE 11 - INTELLECTUAL, LITERARY AND ARTISTIC PROPERTY RIGHTS

The images used on the Game site, the objects represented, the brands and trade names mentioned, the graphic elements, the computer elements and the databases making up the Game site are the exclusive property of their respective owners and may not be extracted, reproduced or used without the written authorization of the latter, under penalty of civil and/or criminal proceedings.

### ARTICLE 12 – PERSONAL DATA

The organizing company is responsible for processing any personal data that may be collected.

The personal data collected will be used solely for the organization of the Game. If the participant has chosen to do so by checking the corresponding box at the end of the questionnaire, his/her email address will be used to send the newsletter. The data collected will be kept until the winners have been designated and then destroyed, unless the participant has agreed that it may be kept for commercial prospecting purposes, in which case it will be kept for a maximum of 3 years after the last solicitation (prospect) or reservation (customer).

Participants are informed that by accessing the Game's website (the virtual fair), a cookie may be stored on their computer's hard drive. It is a small computer file that records their navigation on the website of the Game (the virtual fair). Cookies are used to identify each participant in order to allow him/her to access information more quickly, avoiding the need to re-enter it. They can in no way damage the data on his computer.

A participant may oppose the recording of this cookie, or choose to be notified of the recording of this cookie on his or her hard drive, by configuring his or her browser software (the participant is invited to refer to the conditions of use of his or her browser concerning this functionality). When this setting is made, the participant still has the possibility to access the virtual fair and to participate in it.

In accordance with the amended "Informatique et Libertés" law of January 6, 1978 and the 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 and rectify information concerning you as well as the right to object, the right to limit processing and the right to erasure within the framework permitted by the European Regulation.

The participant may access the information concerning him/her by sending an email to the following address: discover@appyfair.events.S. If, after contacting the Company, he/she considers that his/her rights concerning data processing and liberties are not respected, he/she may send a complaint to the CNIL.

# ARTICLE 13 – JURISDICTION AND INTERPRETATION OF THE RULES

Any dispute over the interpretation of the rules will be decided by the organizing company.

Participation in this Game implies unreserved acceptance of (i) these rules in all their stipulations, (ii) the ethical rules in force on the Internet (etiquette, charter of good conduct, etc.) as well as (iii) the laws and regulations in force on French territory and, in particular, 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 terms of the Game or the list of winners will be answered. In the event of a dispute, only a registered letter with acknowledgement of receipt sent within a maximum of 30 days after the end date of the Contest will be accepted. Except in the case of obvious errors, it is agreed that the information resulting from the Game systems of the organizing company have evidentiary force in any dispute as to the elements of connection and computer processing of said information relating to the Game.

Prior to 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 settled amicably will be submitted to the competent courts on which the headquarters of the organizing company depends, except for public order provisions to the contrary.