

## CONTEST RULES AND REGULATIONS

10 years of My American Market

### Article 1: Organization

SARL My American Market with a capital of €350,000.00 euros, hereinafter referred to as "The organizer", whose head office is located at 12 rue Louis Courtois de Viçose, les Arches Bat 3, 31100 Toulouse, registered under RCS Toulouse number 511884462, is organizing a game with a purchase obligation from April 18th 2019 to May 18<sup>th</sup> 2019 midnight (day included).

### Article 2: Participants

This game with purchase obligation is open to adults, on the date the game begins, residing in France or in a country of the European Union.

Excluded from the game are individuals who do not meet the above conditions as well as employees of "The organizer", and any person who directly or indirectly participated in the design, production or management of the game as well as their spouse, family members: direct ascendants and descendants or other relatives living or not in their home.

"The organizer" reserves the right to ask any participant to justify the above conditions. Any person who does not meet these conditions or refuses to justify them will be excluded from the game and will not be able, in the event of a win, to benefit from his or her prize.

Only one entry per person (same name, same address) is allowed. "The organizer" reserves the right to carry out any verification for compliance with this rule.

Participation in the game implies full acceptance of these rules.

### Article 3: Terms of participation

From 18/04/2019, within a limit of 3000 orders, each order placed on <https://www.myamericanmarket.com/fr/> website (and <https://www.myamericanmarket.com/us/>, <https://www.myamericanmarket.com/es/>, <https://www.myamericanmarket.com/it/>) will be accompanied by a Golden Ticket (a card slipped into the order) which will show the gift won and instructions for how to recover the prize.

The participant must fully and correctly complete the information form for his or her registration to be validated. The contestant is hereby informed of and agrees that the information entered on the registration form can be used as proof of his or her identity.

Any participation made contrary to the provisions of these rules will render the participation void. Any participant suspected of fraud may be excluded from the competition by "The Organizer" without "The organizer" having to provide further justification. Any incomplete, erroneous or illegible identification or participation, whether intentional or unintentional, or in any form other than that provided for in these rules shall be considered void. The same penalty will apply in the case of multiple participations.

#### Article 4: Prizes

- 1500 skittles candles: value of €7.99 gifted with the next order on the website <https://www.myamericanmarket.com> (until June 25<sup>th</sup> 2019)
- 1000 vouchers of -10% to be used on the next order on the website <https://www.myamericanmarket.com> (until June 25<sup>th</sup> 2019)
- 300 vouchers of €5 to be credited on the next order (minimum €10 purchase) on the website <https://www.myamericanmarket.com> (until June 25<sup>th</sup> 2019)
- 150 vouchers of €10 for the next order (minimum €15 purchase) on <https://www.myamericanmarket.com> (until June 25<sup>th</sup> 2019)
- 15 My American Boxes: Discovery with a unit value of 24.99€ valid for the next order (excluding shipping costs) on the website <https://www.myamericanmarket.com> (until June 25<sup>th</sup> 2019)
- 15 My American Boxes: Soda with a unit value of 19.99€ valid for the next order (excluding shipping costs) on the website <https://www.myamericanmarket.com> (until June 25<sup>th</sup> 2019)
- 10 vouchers of €50 to be used on the next order on the website <https://www.myamericanmarket.com> (until June 25<sup>th</sup> 2019)
- 7 vouchers of €75 to be used on the next order on the website <https://www.myamericanmarket.com> (until June 25<sup>th</sup> 2019)
- 2x2 tickets to Disneyland: 1 day ticket "come today / 1 park" unit value of 84€ for adults over 12 years old, or 77€ for children
- 2 round-trip flights to New York (from a capital city: Paris, Brussels, Amsterdam, Frankfurt, Madrid, Rome) in economy class for a unit value of 300€ / flight valid until December 31<sup>st</sup> 2019

The value of the prizes is determined at the time of writing and cannot be contested as to their value.

All costs incurred after the game, in particular as far as the maintenance and use of these prizes are concerned, are entirely at the winner's expense.

#### Article 5: Winner selection

Winners are drawn through tickets placed at random in their order delivery.

#### Article 6: Winner announcement

Winners are notified upon reception of their order through the ticket attached and the gift written on it.

#### Article 7: Delivery of Prizes

Either by promo code, when the gift is valid for the next order placed on the website <https://www.myamericanmarket.com>, or, for other gifts (tickets to Disneyland Paris, return flight to New York), participants must contact us by email to inform us of their winning with their order details.

In the event of an undelivered return, the prize will remain available to the participant for 15 days. After this period, he or she will no longer be able to claim it.

The winners commit to accepting the prizes as offered without the possibility of an exchange, in particular for cash, other goods or services of any kind whatsoever, and without the possibility of a transfer of the benefit to a third party. Similarly, these lots may not be the subject of compensation claims.

The "Organizer" reserves the right, in the event of an event beyond its control, especially if related to its suppliers or unforeseeable circumstances, to replace the announced lots with lots of equivalent value. The winner will be kept informed of any changes.

#### Article 8: Use of participants' personal data

The participants' information is recorded and used by "The Organizer" to document their participation in the competition and to allow the allocation of prizes.

Participants may, for legitimate reasons, object to the processing of their personal data communicated in the context of this game. They also have a right to object to their use for commercial prospecting purposes, other than participation in this competition, which they can exercise as soon as their participation is registered by writing to "The organizer" whose address is mentioned in Article 1.

The winner(s) authorize "The organizer" to use their contact details (surname, first name) for advertising or public relations purposes, in any medium whatsoever, without being granted any monetary compensation, right or benefit whatsoever, other than the award of their prize.

In accordance with the Data Protection Act in its latest version, as well as Regulation No. 2016/679 of the European Parliament and Council of April 27th 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, the participant may exercise his or her right of access, rectification, erasure of data, limitation of processing, right to data portability, right of opposition, as well as right to withdraw his or her consent by writing to "The organizer" whose address is mentioned in Article 1.

#### Article 9: Rules of the game

The rules of the game are filed with the SELARL ACTA - PIERSON et ASSOCIES holding office of bailiff at 15 rue de Sarre BP 15126 57074 METZ Cedex 3.

The rules of the game will be available on the website <https://www.myamericanmarket.com/fr/jeu-concours-anniversaire> <https://www.myamericanmarket.com/us/anniversary-game-giveaway>  
<https://www.myamericanmarket.com/us/anniversary-game-giveaway>  
<https://www.myamericanmarket.com/es/competition-aniversario>  
<https://www.myamericanmarket.com/it/gioco-premi-compleanno>

The rules may be sent free of charge to any person who requests them from "The Organizer".

"The organizer" reserves the right to extend, shorten, modify or cancel the game at any time, in particular in the event of force majeure, *without any compensation being claimed by the participants*. Any amended regulations by amendment(s), will be filed, if necessary, with SELARL ACTA - PIERSON et ASSOCIES holding office of bailiff at 15 rue de Sarre BP 15126 57074 METZ Cedex 3.

#### Article 10: Industrial and Intellectual Property

The reproduction, representation or exploitation of all or part of the elements that constitute the game, including these rules, is strictly prohibited.

All trademarks, logos, texts, images, videos and other distinctive signs used on the website as well as on the websites to which it allows access via hypertext links, are the exclusive property of their respective owners and are protected as such by the provisions of the Intellectual Property Code throughout the world. Their unauthorized reproduction constitutes an infringement punishable by criminal penalties.

Any unauthorized reproduction, in whole or in part, of these trademarks, logos and signs constitutes an infringement punishable by criminal penalties.

Participation in this game implies the full and complete acceptance of these rules by the participants.

#### Article 11: Liability

The "Organizer" cannot be held liable in the event of force majeure or circumstances beyond its control.

The "Organizer" cannot be held responsible for delays, losses, theft, damage to mail, lack of legibility of stamps due to the postal services. Nor can it be held liable and no action may be brought against it

in the event of events of force majeure (strikes, bad weather, etc.) partially or totally depriving participants of the opportunity to participate in the game and/or the winners of the benefit of their winnings.

The "Organizer" as well as its service providers and partners cannot under any circumstances be held responsible for any incidents that may occur in the use of the prizes by the beneficiaries or their guests once the winners have taken possession of them.

Similarly, "The organizer", as well as its service providers and partners, cannot be held responsible for the loss or theft of the prizes by the beneficiaries once the winners have taken possession of them. Any additional cost necessary to take possession of the prizes is the sole responsibility of the winners without them being able to claim any compensation from "The Organizer", or from the service provider or partner companies.

#### Article 12: Dispute & Complaint

These regulations are governed by French law.

The "Organizer" reserves the right to settle without appeal any difficulty that may arise with regard to the interpretation or application of these rules, it being understood that no dispute will be allowed, in particular regarding the terms of the game, the results, the prizes or their receipt, one month after the end of the game. Except in the case of obvious errors, it is agreed that the information resulting from the game systems of the "Organizer" has probative value in any dispute concerning the connection elements and the computer processing of said information relating to the game.

Any complaint must be sent within one month of the end date of the game to: "The organizer." After this date, no claims will be accepted. Participation in the game implies full acceptance of these rules.

#### Article 13: Agreement of Evidence

By express agreement between the participant and "The Organizer", the computer systems and files of "The Organizer" shall be the only ones used for reference.

The computerized records, kept in the computer systems of "The Organizer", under reasonable conditions of security and reliability, are considered proof of the relationships and communications between "The Organizer" and the participant.

It is therefore agreed that, unless there is an obvious error, "The Organizer" may rely, in particular for the purpose of proving any act, fact or omission, on software, data, files, recordings, transactions and other elements (such as monitoring reports or other statements) of a computer or electronic nature or format or medium, prepared, received or stored directly or indirectly by "The Organizer", including in its computer systems.

The elements in question thus constitute evidence and if they are produced as evidence by "The Organizer" in any contentious or other proceedings, they will be admissible, valid and enforceable between the parties in the same manner, under the same conditions and with the same probative force as any document that would be drawn up, received or kept in writing.

Operations of any kind carried out using the identifier and code assigned to a participant, following registration, are presumed irrefutably to have been carried out under the responsibility of the participant.

These contest rules have been filed via the website: <https://www.reglementdejeu.com>.