

## RULES FOR THE PINKLADY® "PINKCHEFS"2022

### **ARTICLE 1 - Organising company**

The PINK LADY® EUROPE ASSOCIATION, a company registered with the RCS (Trade & Companies Registry) under the number 421 352 550 00048, of which the registered office is located at 145 avenue de Fontvert, 84130 LE PONTET (hereinafter referred to as the "organising company"), is organising a prize draw competition (hereinafter referred to as the "competition"). It is a prize draw competition with no obligation to purchase.

### **ARTICLE 2 - Duration of the competition**

The competition will run from 14.01.2022 at 0h00 to 31.01.2022.

The game takes the form of an Instagram contest. Participants should share a recipe (by posting a photo and the details of the recipe in the caption) on their own Instagram account (public profile), using the #PinkChefs in their post.

The game prize is provided by Vorwerk. Vorwerk cannot be held responsible in the event of a dispute relating to the game.

This operation is neither organized nor sponsored by Facebook, Google, Twitter, Apple or Microsoft.

The game being accessible in particular on the Instagram platform, in any case the Facebook group will not be held responsible in the event of litigation related to the game. The game being accessible on mobile phone (Smartphone), under no circumstances Apple, Microsoft, Google or any other mobile application platform will not be held responsible for any dispute related to the game.

### **ARTICLE 3 - CONDITIONS OF PARTICIPATION**

This free game is open to any natural person of full age on the date of the game, having internet access and a valid e-mail address, and residing in the following countries: Metropolitan France (Corsica included), Spain, Germany, Italy, Ireland, Portugal, Sweden, Norway, Denmark, Belgium, the Netherlands with the exception of the staff of the Organizing Company and their close families, as well as all persons having participated in any capacity whatsoever in the development of the game, as well as members of their immediate family.

The mere fact of participating in this game implies the pure and simple acceptance, without reservation, of these regulations.

#### **ARTICLE 4 - TERMS OF PARTICIPATION**

Participation in the contest is as follows:

- The participant must publish (public profile) a recipe on their Instagram account (post or reel) with an original photo of their recipe and the recipe description in the caption
- The recipe must contain Pink Lady® apples to be valid
- The participant must mention #PINKCHEFS in the post caption
- The post must remain published for the duration of the contest to be valid

#### **ARTICLE 5 - DESIGNATION OF WINNERS**

**There will be only 1 winner for all of Europe.**

The winner will be selected by a jury of European chefs, who will choose the winning recipe from among all entries received. The selection criteria will be: recipe originality, relevance to the theme (guilty pleasure), aesthetic quality of the photo.

Each winner will be contacted by direct message, within 30 days of the selection, in order to obtain their postal addresses to send them or communicate the prize.

Any winner who does not give an answer within eight days of sending the notification (or until a specific date which will be communicated in the message) of his winning will have his status as winner canceled. . The prize will then be awarded to a new winner (also drawn at random).

#### **ARTICLE 6 - PRIZES TO WIN**

**The winner will win a single prize. The contest prize consists of:**

- A Vorwerk Thermomix food processor

worth 1,359 euros including tax

The organizing company reserves the right to verify the age of any winner before handing over his prize. The Organizing Company is not responsible for the service and / or product offered by the Vorwrek companies. The Organizing Company is dependent on the Vorwrek companies to ensure the proper delivery of the products to the winners. Therefore, the

Organizing Company is not responsible for a shortage of stock, poor workmanship, poor service and reserves the right to modify the allocations to compensate for a possible shortage. The endowments may in no case be exchanged for their value in cash or against any other endowment. The organizing company cannot be held responsible for the use or non-use, or even trading, of the prizes by the winners.

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

#### **ARTICLE 7 - MODIFICATION OF THE DATES OF THE GAME AND ENLARGEMENT OF THE NUMBER OF PRIZES**

The organizing company may not incur any liability in the event of force majeure or events beyond its control if it were to cancel this Game. It also reserves the right to extend or limit the period of participation, to postpone it or modify its conditions, its responsibility cannot be engaged for this fact.

Additions and modifications to these regulations may possibly be published during the Game. They will be considered as appendices to these regulations. Any change will be the subject of prior information by any appropriate means after filling the amendment with the office of the Bailiff depositary of these regulations.

#### **ARTICLE 8 - REIMBURSEMENT OF PARTICIPATION FEES**

As participation in the competition is free and without any obligation to purchase goods or services, reimbursement of costs incurred for requests to transmit the rules cannot be obtained.

The competition rules will be hosted from 21/01/2022 on <https://www.pinklady2020.com.wdf-03.ovea.com/app/uploads/2022/01/EU-PL-reglement-jeu-concours-PINK-CHEFS-JEU-CONSO.pdf>

Participation in the game by means of a fixed or mobile internet connection carried out on a free or flat-rate basis (cable, ADSL, optical fiber, mobile internet package) will not give rise to any reimbursement insofar as the fact for the participant to log in to participate in the competition does not incur any additional costs.

## **ARTICLE 9 - RESPONSIBILITIES**

Participation implies knowledge and acceptance of the characteristics and limitations of the Internet, the lack of protection of certain data against possible misappropriation or hacking and the risk of contamination by possible viruses circulating on the network. The organizing company declines any 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 line telephone or any other technical connection, sending forms to an incorrect or incomplete address.

It is up to all participants to take all appropriate measures to protect their own data and / or software stored on their 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, in particular for technical reasons, updating, maintenance, interrupt access to the site and to the Game. The organizing company will in no way be responsible for these interruptions and their consequences. No compensation can be claimed in this respect.

In addition, the responsibility of the organizing company can in no way be retained in the event of delivery problems or loss of postal or electronic mail (especially with regard to the delivery of prizes). Any prize sent by the organizing company to a winner which is unclaimed or returned for any other reason by the postal services will be lost for the winner and will remain acquired by the organizing company. The organizing company cannot be held responsible for the poor functioning of the Internet network, nor for delay, loss or damage resulting from postal and management services.

## **ARTICLE 10 - INTELLECTUAL, LITERARY AND ARTISTIC PROPERTY RIGHTS**

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

## **ARTICLE 11 - PERSONAL DATA**

The personal data collected as part of the participation in the competition are collected by the organizer and are subject to processing, under its responsibility, intended exclusively to manage the participation in the competition, designate the winners, hand

over the prizes. . They will not be kept beyond the performance limits of these three obligations.

For the validation and taking into account of participations, all data is mandatory. Accordingly, participants are informed that their participation will not be validated if they object to the collection of this data. The data collected is for the exclusive use of the organizer. In any case, they are not the subject of any communication or transfer to third parties.

## **ARTICLE 12 - ATTRIBUTION OF JURISDICTION AND INTERPRETATION OF THE REGULATIONS**

Any possible dispute on the interpretation of the regulations will be decided by the organizing company.

Participation in this game implies the unreserved acceptance of (i) these regulations in all their stipulations, (ii) the ethical rules in force on the Internet (label, 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 will be answered concerning the interpretation or application of these rules, the mechanisms or terms of the Game, as well as the list of winners. In the event of a dispute, only a registered letter with acknowledgment of receipt sent within a maximum period of 30 days after the end date of the Game will be admissible. Except in the case of obvious errors, it is agreed that the information resulting from the Game of the organizing company have probative force in any dispute as to the connection elements and the computer processing of said information relating to the Game.

Prior to any legal action related to or in connection with these regulations (in particular its application or interpretation), the participants undertake to file an amicable and gracious appeal with the organizing company.

Participants are subject to French regulations applicable to games and contests. Any dispute that cannot be settled amicably will be submitted to the competent courts on which the head office of the organizing company depends, except in the case of public order provisions to the contrary.

The rules of the game have been filed with SAS EXADEX (Durroux-Lançon-Schuyten-Georget-Mathieu), holder of a bailiff's office in MONTPELLIER, residing there 161 rue Yves Montand, Parc 2000