

## CONDITIONS OF ENTRY

### BS BATTERY follower survey and competition 2023

BS BATTERY SAS (30 rue Pasteur, 92150 Suresnes, FRANCE), is holding a “Happy New Year” competition @bsbatteryofficial Instagram page and @bsbattery Facebook page in the period from 01/01/2024 to 26/01/2024 at 16:00 (CET).

#### Section 1 Registration and entry requirements

(1) By entering\* the competition, the entrant accepts these conditions of entry.

(2) The competition “Happy New Year BS BATTERY” is being held by BS from 01/01/2024 to 26/01/2024 at 16:00 (CET).

(3) In order to enter the competition, participants must follow <https://www.instagram.com/bsbatteryofficial/> and <https://www.facebook.com/bsbattery> pages. Entrants must be lawfully registered users of Facebook/Instagram for the duration of the competition. Facebook/Instagram users with false identities or using the identities of third parties may not enter the competition and are hereby explicitly excluded from the competition. The personal details of entrants must be truthful.

(5) All entrants can register free of charge at [www.facebook.com](http://www.facebook.com) and [www.instagram.com](http://www.instagram.com) if they are not already registered with Facebook/Instagram.

(6) An effective entry into the competition requires the Facebook/Instagram user consent to the processing and use of personal data in order to send out the prize is required in order to enter the competition. Consent to the processing and use of personal data can be withdrawn at any time without providing reasons by notifying BS BATTERY accordingly. If the consent is withdrawn before the prizes are awarded, the entrant will no longer be included in the competition. (See Point 9 Data protection)

(7) The competition post will be published via the BS BATTERY advertisement manager with the sender as the BS BATTERY Facebook Page (<https://www.facebook.com/bsbattery>), and the BS BATTERY Instagram page (<https://www.instagram.com/bsbatteryofficial/>).

#### Section 2 Entrants

(1) All natural persons with unrestricted legal capacity who are over the age of 18 are entitled to enter.

(2) Each entrant may only enter the competition once. Multiple entries will not increase your chances of winning. Each entrant will only be considered once when drawing the prizes. Infringing this regulation and the conditions of entry will result in exclusion for the duration of this competition.

(3) Entrants that infringe the Meta guidelines, legal regulations and/or copyright, or attempt to manipulate the competition shall be permanently excluded from the competition. If the requirements for exclusion are present, prizes may be subsequently revoked or the winner may be asked to return prizes that have already been delivered.

(4) Employees and legal representatives of BS BATTERY, its subsidiaries, and relatives of the before employees, people who share their household or other close associates may not enter the competition. Agencies working for BS BATTERY and their members are also excluded. Entering via competition clubs or automatic services is also excluded.

(5) Any submission must comply with the conditions of use of Facebook and Instagram, which are provided at <http://www.facebook.com/legal/terms> and <https://help.instagram.com/581066165581870/>, and by entering this competition every entrant confirms that he or she has read and accepted the conditions of use of Facebook and Instagram. Any entrant that does not comply with the conditions of use of Facebook and Instagram or these rules will be excluded from entering the competition.

### **Section 3 Prize, selection, notification and presentation of the prize**

(1) One winners will be randomly selected from all entrants.

(2) The winner will be informed that they have won by email on or after 26/01/2024.

(3) If the winner do not respond to the request to provide their contact details (first name, surname, home address) by email by 13:00 CET on 26/02/2024, they will forfeit their claim to the prize. A new winner will be identified.

(4) There is no entitlement to a cash payment in place of the prize.

(5) The claim to the prize is non-transferable and non-returnable.

(6) Any taxes associated with receiving and/or accepting the prizes must be borne by the winner themselves.

(7) The prize is the Fabio Quartararo 2023 helmet (HJC).

### **Section 4 Rights of use to entries**

(1) The entrant hereby declares that they agree that BS BATTERY can use the posted entries, such as photos, videos or GIFs (hereinafter referred to as 'entries') without restriction. If these entries or parts thereof contain or represent works protected by copyright or affect other industrial property rights, the entrant grants BS BATTERY and all affiliated companies a simple right of use without restriction in terms of time, location or content.

(2) This granting of rights in particular includes the right to subsequently use and utilise the entries or parts thereof online, on social media or on the website of BS BATTERY and as electronic copies on data, image or sound recording media and for all other usage types that are currently known or may become known in the future.

(3) BS BATTERY is entitled to edit the entries or parts thereof and/or to combine them with other works and to use and utilise the editing and/or the result of the combination with other works to the extent mentioned above. There is no obligation to provide remuneration to the entrant.

## **Section 5 Termination**

- (1) BS BATTERY reserves the right to cancel or end the competition at any time without prior notice and on the basis of legal or factual reasons, for example if technical reasons or legal reasons mean that it can no longer be ensured that the competition can be carried out properly.
- (2) BS BATTERY will be relieved of all obligations when the prize is handed over.

## **Section 6 Liability**

- (1) BS BATTERY shall only be liable for losses caused in an intentional or grossly negligent manner by BS BATTERY or one of its agents. The restriction of liability does not apply for losses resulting from loss of life, physical injury and/or impairment of health, infringement of product liability or key contractual obligations.
- (2) BS BATTERY accepts no liability for material and warranty defects in the non-cash prizes.
- (3) BS BATTERY shall not be liable in the event of a reasonable change in the prize offered or a justified cancellation of the event. The possibility of paying out the value of the prize is excluded.

## **Section 7 Right of appeal**

- (1) There is no right of appeal.

## **Section 8 Miscellaneous**

- (1) The place of jurisdiction for all disputes resulting from or in relation to the competition is Paris, if this can be permissibly agreed. For disputes resulting from or in relation to the competition involving a consumer, the place of jurisdiction shall be based on the statutory provisions.
- (2) If individual provisions of these conditions are or become ineffective or if the conditions contain loopholes in their current or future form, or if the conditions as a whole or in part are not legally effective or enforceable or if they later lose their legal effectiveness or become unenforceable, this shall not affect the effectiveness of the remaining provisions and the ineffective regulations will be replaced by a regulation that approximates the economic interest of the ineffective regulation.

## Section 9 Data protection

(1) By entering, you consent to BS BATTERY processing and saving your personal data in relation to the competition in the form of electronic data. For example, this includes the following data:

- Entrant's first name and surname
- Right to the image/moving image if people can be seen in the video or in pictures
- In the event of winning a prize: name and address of the winner

Third parties may also be commissioned to collect, save or process the data. In this case, BS BATTERY will make agreements concerning compliance with legal data protection regulations.

(2) Entrants' data will be forwarded to third parties in the event of publication by BS BATTERY or for the purpose of other publications, e.g. by the press and on social media portals. The entrant hereby declares that they consent to this. The entrant is aware that once entries have been published online, BS BATTERY can only delete them from the source that we have access to and has no influence on their further dissemination.

(3) You may revoke the consents above at any time with effect for the future. We will then delete your personal data. If you object to the consent before the winners are drawn, you will no longer be able to take part in the promotion. Please submit objections to the address below.

minetoker@luce-hi.com

(4) The data of the survey will be saved for 10 years after the end of the competition and will then be deleted. The data of the winners will be deleted immediately upon dispatch of the prize.

(5) The BS BATTERY Facebook and Instagram pages use social plugins ('Plugins') of the social networks facebook.com and instagram.com, which are operated by Meta Platforms Ireland Limited, 4 Grand Canal Square, Dublin 2, Ireland. The Plugins are marked with a Facebook logo/Instagram logo or the addition 'Facebook Social Plugin'/'Instagram Social Plugin'. When entrants access a BS BATTERY website that contains any such Plugin, the browser will establish a direct connection with Meta servers. Meta will send the content of the Plugin directly to the entrant's browser and the browser will incorporate it into the website. BS BATTERY has no influence on the type and scope of data that Meta collects using the Plugin and informs the entrant according to the current level of knowledge available to BS BATTERY:

Due to the incorporation of the Plugins, Meta will be informed that you have accessed the relevant page of our web presence. If you are logged into Facebook/Instagram, Meta may assign your visit to your Facebook account/Instagram account. If you interact with the Plugins, for example clicking the 'Like' button or leaving a comment, the corresponding information will be sent from your browser directly to Meta and saved there. Even if you do not have a Facebook/Instagram account, it is possible that Meta will collect and save data, in particular it may find out your IP address. This may happen simply because you visit the page. The purpose and scope of the data collection and the further processing and use of the data by Meta, as well as your rights in this respect and setting options for the protection of your privacy, are detailed in the privacy policies available for Facebook

at <http://www.facebook.com/policy.php> and Instagram at [https://www.instagram.com/accounts/privacy\\_and\\_security/](https://www.instagram.com/accounts/privacy_and_security/).

(6) Other than this, the privacy policies of Facebook/Instagram shall apply.

\* The term entrant is used in this context to refer to entrants of any gender.