

## **Rules of « Social Media Contest Game »**

### **Article 1: Object**

TotalEnergies Lubrifiants SA, a company incorporated under the laws of France, registered under the number n° 552 006 454 RCS NANTERRE, whose registered office is located at: 562 avenue du Parc de L'Ile 92000 Nanterre, France (hereinafter referred to as "**TotalEnergies Lubrifiants**" or "**the Organizing Company**") is organizing a contest game entitled "Social Media Contest Game" on Instagram, hereinafter as "Competition".

### **Article 2: Organization and dates of the Competition**

The Competition will run from March 22 of 2023 at 00:01 am (Paris time zone) until March 26 of 2023 at 11:59 pm (Paris time zone).

The Competition may be relayed on social networks, platforms, applications like Facebook© and Instagram ©, These companies are not organizers, co-organizers or partners of this Competition and do not sponsor it. Therefore, the Participants acknowledges that these companies are discharged from any responsibility for the organization of the Competition.

The personal data that may be collected during registration or during this Competition are intended for the Organizing Company and not for Facebook and Instagram, or any other company on the social networks, platforms, applications, or pages from which the Competition may be relayed.

### **Article 3: Conditions of entry to the Competition**

#### **3.1. Competition access**

Entry to the Competition implies unreserved acceptance of and compliance with the provisions of the present rules in their latest version; the rules of ethics in force on the Internet as well as the laws and regulations in force on the French territory, including current provisions applicable to competitions.

Entry to the Competition is individual and open to any natural person aged 18 years or older or any other age of majority in the Participant's country on the opening date of the Competition residing all over the world except for:

- any service provider who has directly or indirectly collaborated in the organization of the Competition, its realization, its implementation, its promotion, or its animation such as the members of the Jury.
- family members (ascendants, descendants, and laterals) and spouses (marriage, civil union and recognized or unrecognized marital life) of the categories listed above.

Hereinafter referred to as the "Participants".

When designating the winners, the Organizing Company reserves the right to ask any Participant to justify these conditions. Any Participant who does not meet these conditions, who refuses to justify them or who is unable to provide sufficient proof shall be excluded from the Competition and shall not, in the event of a win, be entitled to the prize. Similarly, any false declaration, indication of identity or address will result in the immediate elimination of the Participant.

Each Participant must be in possession of an Instagram © account and must be subscribed to the Instagram© account “@ELFLUBRICANTS”.

### **3.2 Modality of participation to the Competition**

On the first day of the Competition, the Organizing Company will post a publication with a visual reminder of the dates and modalities of participation to the Competition on Instagram ©.

Any Participant who meets the conditions of entry set forth in Article 3.1 above and who wishes to participate in the Competition must:

To enter the Competition on Instagram:

1/ Follow the Instagram account @ELFLUBRICANTS

2/ Like the post

3/ Tag a friend

The winners will be selected at end of month and will be notified via DM.

Participation in the Competition is exclusively on the Instagram platform. As such, any registration by any other means such as telephone, fax, postal mail, or e-mail (non-exhaustive list) will not be considered.

Any participation that is incomplete, inaccurate, unreadable or does not comply with the above terms and conditions will not be considered and will therefore result in the participation being null and void.

### **3.3. Costs of entry to the Competition**

It is expressly agreed that all costs related to participation (in particular, and not exhaustively, the possible costs of internet connection, request for a copy of these rules, etc.) remain the responsibility of the Participant.

### **3.4. Acceptance of the rules**

Entering the Competition expressly implies acceptance of the rules set out in the present document (hereinafter the “Rules”) and a waiver of any recourse against the decisions of the Organizing Company. Failure to comply with the Rules will result in disqualification of the Participant. In the event of fraud, either suspected or proven, or of any direct or indirect breach of the present rules by a Participant, the Organizing Company reserves the right to exclude the Participant without notice or supporting documentation. No claim by the Participant will be admissible in such circumstances.

The Organizing Company reserves the right to extend, shorten, modify, or cancel the Competition at any time due to events beyond its control, without prior notice or compensation for any moral or financial damage to Participants.

If for any reason whatsoever, the Competition should not run as planned due to, for example, a computer virus, a bug, an intervention or an unauthorized external intrusion on the computer system, fraud, a technical failure or any other reason beyond the control of the Organizing Company and corrupting or affecting the management, security, fairness and proper conduct of the Competition, the Organizing

Company reserves the discretionary right to cancel, modify or suspend the Competition or to terminate it without delay, without the possibility for the Participants to seek its liability.

#### **Article 4: Designation and information of the winners of the Competition**

##### **4.1. Designation of the winners**

The winner needs to follow the official ELF account, like the post and tag a friend. The winners will be drawn by a jury (bailiff).

##### **4.2 Information of the winners**

The winner(s) will be contacted by the end of the month by direct [private] message on Instagram by the Organizing Company, to obtain his or her complete contact information (name, first name, address, telephone, e-mail) strictly necessary for the awarding of the prize.

The identity of the winner(s) will also be revealed to the public on Instagram if the participant accepts. Participants in the Competition therefore give permission to the Organizing Company to publish their name, first name or Instagram username, if they were designated winners, without this use conferring any remuneration, right or benefit whatsoever other than the award of their prize.

If the winner does not answer within seven (7) days after the announcement of the results, the latter will be considered as having renounced his prize and a new winner will be designated for the same prize. In the same manner, if the winner does not meet the criteria of the present rules, his prize will not be awarded, and a new winner will be designated for the same prize.

#### **Article 5: Awarding of the prizes**

The prize is as follows:

- Ten (10) ELF soundbars

It is stipulated that a Participant cannot win twice the same prize.

The approximate indicative value of the prizes is evaluated at the time of drafting these rules based on the purchase or sale prices of the products concerned. This value may be subject to variations that do not engage the responsibility of the Organizing Company.

The prize will be sent within two (2) months from the date of designation of the winners.

The prize offered is strictly nominative and cannot be transferred to another person. If the winner (hereinafter the "Winner") does not wish to, or cannot, for any reason whatsoever, benefit from all or part of the prize won, the Winner shall lose the full benefit of said prize and shall not be entitled to claim any compensation.

The prize cannot give rise to any dispute or claim of any kind. The winner undertakes not to seek the responsibility of the Organizing Company regarding the prize. The prize will be accepted as announced. No change of any nature whatsoever may be requested by the winner, for any reason whatsoever. No consideration, compensation or financial equivalent of the prizes may then be requested, in whole or in

part. It is specified that the Organizing Company will not provide any service or guarantee, the winnings consisting solely of the awarding of the prizes provided for above.

The Organizing Company reserves the right to replace any announced prize with another prize of equivalent value and characteristics, for any reason whatsoever, without being held liable in this respect.

Any prize not claimed within two (2) months after the closing date of the Competition will be considered abandoned by the Winner(s) and will not be put back into play by the Organizing Company, which will retain full and complete ownership.

In addition, any prize that is returned to the Organizing Company, for whatever reason, for example, not living at the address indicated, will be considered abandoned by the Winner and will not be put back into play by the Organizing Company, which has no obligation to make any additional research to find the Winner.

## **Article 6: Liability**

### **6.1 Liability of the Organizing Company**

The Organizing Company will take all necessary measures to ensure compliance with the present rules but accepts no liability should the competition have to be shortened, postponed suspended or cancelled, with or without notice, at any time, for any reason whatsoever. By virtue of this clause, Participants will not be entitled to claim any compensation for any direct or indirect damage of any nature whatsoever suffered during the organization of the Competition.

Finally, the Organizing Company cannot be held responsible for any incidents that may occur because of the use of the prizes, the possible trading of the prizes by a winner or in case of postal delays or any deterioration of the prizes that may occur during their delivery by the carrier.

## **Article 7: Claims**

Any request or claim concerning the running of the Competition and the basis on which prizes are awarded must be submitted to TotalEnergies Lubrifiants by registered letter with acknowledgement of receipt within two (2) months of the Competition closing date, to the following address: « Social Media Contest Game » TotalEnergies Lubrifiants, 562 Avenue du Parc de l'Ile, 92029 Nanterre Cedex France. After this delay, no claim nor request will be accepted.

## **Article 8: Access and interpretation of the Rules**

### **8.1 Access**

A copy of the present rules of the Competition may be downloaded from the following website: elf.com and will be sent to anyone submitting a written request to the following address: « Social Media Contest Game » TotalEnergies Lubrifiants, 562 Avenue du Parc de l'Ile, 92029 Nanterre Cedex France. No information concerning the Competition will be provided orally by telephone.

The present rules may be modified at any time by the Organizing Company in the form of a written amendment.

### **8.2 Interpretation**

Any question of application or interpretation of the present rules, or any unforeseen question that may arise, will be decided by the Organizing Company which shall be the final authority. No telephone or written request concerning the interpretation or application of these rules will be answered.

### **8.3 Version and modifications of the Rules**

The Rules of the operation are filed with Templar a bailiff located at Reims and are available on the website [www.elf.com](http://www.elf.com).

Any modification of the rules will be the subject of an amendment that will be filed with the above-mentioned bailiff's office.

### **Article 9: Personal data**

The Organizing Company guarantees that any personal data collected during the Competition are processed solely for the purpose of participation in the Competition or the awarding of prizes and that their processing is strictly necessary for the proper conduct of the Competition and complies with the regulations in force concerning the processing of personal data and with Regulation no. 2006/679.

The data collected will be communicated only to the following recipients: the persons in charge of organizing the Competition within the Organizing Company.

The personal data of the Participants will be kept for one (1) year and will be deleted at the end of the Competition. Personal data may be archived for a longer period for the management of claims and/or litigation and to meet regulatory obligations.

In accordance with the regulations in force, you have the right to access, rectify and delete your personal data. You can request the communication of your personal data and you have the right to define directives concerning the fate of your personal data after your death. You may also withdraw your consent, request the limitation of processing or portability of your data and/or lodge a complaint with the CNIL. To exercise these rights or if you have any questions about the processing of your data, please contact us via the following address:

« Social Media Contest Game »  
TotalEnergies Lubrifiants  
562 Avenue du Parc de l'Ile  
92029 Nanterre Cedex France

### **Article 10: Communication of the Winners' identities**

Unless to the contrary, the Winner(s) authorize(s) the Organizing Company to use their first name(s) as well as the first letter of their last name(s), the date and time they were declared Winner(s), as well as the prize won, for information and promotional purposes on the website(s) [www.elf.com](http://www.elf.com). throughout the duration of the Competition.

### **Article 11: Intellectual Property Rights**

The images used on the website, the objects represented, the brands and commercial names mentioned, graphic elements, computer elements and the databases making up the website 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.

Any resemblance of characters or elements of the Competition with other fictional characters or other existing elements would be purely fortuitous and could not lead to engaging the responsibility of the Organizing Company.

#### **Article 12: Mail**

Any request, question or claim relating to the Competition and its organization must be made exclusively by mail sent to the following postal address:

Total Energies Lubrifiants  
562 Avenue du Parc de l'Ile  
92029 Nanterre Cedex France

No telephone request of any kind whatsoever concerning the Competition, its execution or the application of the Rules will be answered.

The Organizing Company undertakes to deal with any dispute or claim relating to the Competition or the Rules within a maximum period of 2 (two) months from the date of receipt.

No claim or dispute shall be admissible after the expiry of a period of 2 months from the date of delivery of the last prize.

#### **Article 12: Law applicable and jurisdiction**

The fact of participating in the Competition implies acceptance, without reservation, of the Rules.

These rules are subject to French law.

Prior to any legal action related to or in connection with these rules (in particular, their application or interpretation), Participants agree to make an amicable and informal claim to the Organizing Company. Any dispute relating to the application or interpretation of these rules shall, in the absence of an amicable settlement between the Parties, be referred to the courts of Nanterre.

If one of the clauses of these rules is declared null and void, this will in no way affect the validity of the rules themselves and all other clauses will retain their force and scope.