

### **Terms and Conditions for the Mate ebike giveaway for Earth Day (the “Game”)**

1. The Game is open to any person aged 18 and over, based either in France, the UK, the USA or Japan, with the exception of employees of Danone or its affiliates, their immediate families or anyone else connected with this Game.
2. By participating to the Game, participants will be deemed to have accepted and be bound by these terms and conditions. Evian Water reserves the right to vary these terms and conditions at any stage. Evian Water reserves the right to disqualify participations that do not comply with these terms and conditions or participants whose conduct or content is inappropriate. In the event of any conflict between any terms referred to in such Game materials and these terms and conditions, these terms and conditions take precedence.
3. No purchase is necessary. Internet access and a valid Instagram account required.

#### **Entry**

4. The Game starts at 11am CET on April 22<sup>nd</sup>, 2022 and participations must be received by no later than 2pm CET on April 28<sup>th</sup>, 2022. The Game will be open through @evianwater Instagram account.
5. To play the Game:
  - (i) Visit @evianwater Instagram account from 11am CET on April 22<sup>nd</sup>, 2022 (“Authorized Account”)
  - (ii) Follow @evianwater and @mate.bike Instagram accounts (if you do not follow already)
  - (iii) Like the post inviting you to like and tag 2 friends in the comments section
  - (iv) Any friends tagged in the comments section of the post as set out at (iii) must have individual Instagram accounts (no company accounts or animals for example), be aged 18 and over and based either in France, the UK, the USA or JapanCompletion of the above criteria will constitute a valid entry into the Game.
6. Only one participation to the Game per person is authorized. Entrants using multiple Instagram accounts to participate to the Game will be disqualified.

#### **The winner**

7. There will be a total of ten (10) ( ) winners selected from the Authorized Account among the tagged persons that you chose, as follows:
  - a) Two (2) winners based in France
  - b) Three (3) winners based in the UK
  - c) Three (3) winners based in the USA
  - e) Two (2) winners based in Japan
8. The winners will be chosen at random from all complete, eligible, properly submitted participations received before the end of the closing date. The draw on the Authorized Account will take place on April 29<sup>th</sup>, 2022 and winners will be notified no later than 7pm CET that date.
9. Evian Water will make reasonable efforts to contact the winners by direct messaging their Instagram account within 24 hours to give full details about how to get the prize. We will provide

the winners with a consent form to be completed, signed and sent back by email to us in order for us to validate and send the prize to the winner.

10. If any e-mails or messages to the winners are unanswered within 48 hours from reception / returned as undeliverable / the winners refuse or are unable to provide eligible information, Evian Water reserves the right to select an alternative winner to award their prize to another participant.
11. The winners will be required to submit valid identification before receiving their prize and provide evidence proving that, to the reasonable satisfaction of Evian Water, they meet the criteria to be considered a winner.
12. The prizes will be sent to the winners by post to a postal address notified by the winners in advance and winners will not be liable for the cost of delivery.

### **Prize**

13. The winners will each win limited edition of beautiful evian pink ebikes with a bespoke bottle holder designed for the rPET 75cL sport cap.
14. The winner must be aged 18 and over, based either in France, the UK, the USA or Japan.
15. Valid identification/passport will be sought by Evian Water.
16. By participating in the Game, participants and winners agree that each prize is awarded on an "as is" basis, and that neither Evian Water nor any of its subsidiary or affiliated companies, make any representations or warranties of any nature with respect to the prizes.
17. The winners are responsible for paying all associated costs that are not specifically mentioned in these terms and conditions, including (where applicable) insurance and all other incidentals.

### **General**

18. The name of the winners will be available by sending a direct message to @evianwater on Instagram within 1 month of the closing date.
19. Evian Water reserves the right to terminate, amend or extend the Game.
20. Evian Water reserves the right to offer an alternative prize, of equal or greater value.
21. The prize is as stated and there are no alternative prizes or a cash substitute. The prize is non-transferable.
22. Evian Water does not accept liability for any losses or claims arising out of the Game except in cases of personal injury or death resulting from its own negligence.
23. Save where it has been negligent, Evian Water will not be responsible for any damage, loss or injury resulting from participants or winners entry into the Game or their acceptance and/or use of a prize, or for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit their ability to participate in the Game.
24. Nothing in these terms and conditions shall in any way limit Evian Water's liability for death or personal injury caused by its negligence or for any other matter where liability may not as a matter of law be limited.

**PARAGRAPHS 25 AND 26 CONTAIN DATA PROTECTION WORDING – PLEASE READ CAREFULLY**

25. Evian Water will collect, and process participants' and winner's personal information and it will be shared with Evian Water's agents and affiliates (including those outside the European Economic Area) to the extent necessary in order to conduct the Game including for the winners to be selected by a random generator and for the prizes to be delivered to the winners. If participants or winners do not provide any of the mandatory information requested when entering and taking part in the Game, they may not take part in the Game or win the prize.
26. Participants' and winners' names and other personal details from their entry to the Game will be collected and stored by Evian Water and its affiliates (including those outside the European Economic Area) and held in accordance with the applicable privacy policy in place from time to time (see [https://www.evian.com/en\\_gb/privacy-policy/](https://www.evian.com/en_gb/privacy-policy/))
27. Neither Evian Water nor any of its subsidiary or affiliated companies are responsible for any condition, circumstances, losses, failures or delays caused by events beyond its or their control such as (but not limited to) the acts or defaults of any supplier selected by Evian Water to provide the prize or otherwise that may cause the Game to be disrupted or corrupted, or that may lead to loss or damage of a prize in transit to a winner.
28. This Game is not sponsored, endorsed or administered by, or associated with Instagram. By entering this Game, all participants release Instagram from any liability arising out of this Game.
29. MATE.BIKE INTERNATIONAL IVS is not connected or otherwise associated with this Game.
30. Evian Water's decision is final, and no correspondence will be entered into.
31. This Game is governed by French law. The courts of France shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Game or these terms and conditions.

**Evian Water:** Société anonyme des Eaux Minérales d'Evian, 11 avenue du Général Dupas, 74500 Evian-lès-Bains, France, registered under number 797 080 850 with the companies and trade registry of Thonon-lès-Bains