

Terms and Conditions for the Mate ebike giveaway for Earth Day (the "Sweepstakes")

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void in NY, FL and where prohibited and subject to all federal, state and local laws.
2. The Sweepstakes is open to any person aged 18 and over, based either in France, the UK, the USA (except for residents in the states of New-York and Florida who are not eligible to the Sweepstakes) or Japan, Employees of Danone, its respective affiliates, parents, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies and its affiliates, parents and subsidiaries, and each of their respective employees, shareholders, directors, officers, members and agents and their immediate family members and/or those living in the same household of each are not eligible to participate or win.
3. By participating to the Sweepstakes, 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 Sweepstakes materials and these terms and conditions, these terms and conditions take precedence.
4. Internet access and a valid Instagram account required.

Entry

5. The Sweepstakes starts at 11 am CET on April 22nd, 2022 and participations must be received by no later than 2 pm CET on April 28th, 2022. The Sweepstakes will be open through @evianwater Instagram account.
6. To play the Sweepstakes:
 - (i) Visit @evianwater Instagram account from 11am CET on April 22nd, 2022 ("Authorized Account")
 - (ii) Follow @evianwater and @mate.bike Instagram accounts (unless you follow @evianwater and @mate.bike Instagram accounts already)
 - (iii) Like the post inviting you to like and tag two (2) people 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 (except residents in the states of New-York and Florida who are not eligible to the Sweepstakes) or JapanCompletion of the above criteria will constitute a valid entry into the Sweepstakes.
7. Only one entry per person to the Sweepstakes is authorized. Entrants using multiple Instagram accounts to participate to the Sweepstakes will be disqualified.

The winner

8. There will be a total of eight (8) 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 (except residents in the states of New-York and Florida who are not eligible to the Sweepstakes)
 - e) Two (2) winners based in Japan
9. The winners will be chosen at random from all complete, eligible, properly submitted entries received before the end of the closing date. The draw on the Authorized Account will take place on April 29th, 2022 -and winners will be notified no later than 7pm CET that date.
 10. 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 include full mailing address, to be completed, signed and sent back by email to us in order for us to validate and send the prize to the winner. Any winner who fails to provide the completed consent form, including a mailing address, within 24hours of notification shall forfeit the prize.
 11. 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.
 12. 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.
 13. The prizes will be sent to the selected winners at the discretion of Sponsor to a postal address provided by the winners.

Prize

14. Each winner will win one (1) limited edition of a beautiful evian pink ebikes with a bespoke bottle holder. Approximate retail value of each bike is \$3,000 USD. Total ARV of all prizes available is \$24,000 USD.
15. The winner must be aged 18 and over, based either in France, the UK, the USA (except residents in the states of New-York and Florida who are not eligible to the Sweepstakes) or Japan.
16. Valid identification/passport will be sought by Evian Water.
17. By participating in the Sweepstakes, 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.
18. The winners are responsible for paying all associated costs that are not specifically mentioned in these terms and conditions, including (where applicable) taxes, insurance and all other incidentals. A 1099 tax form (preceded by a W-9 form) may be issued to winners in the USA.

General

19. The name of the winners will be available by sending a direct message to @evianwater on Instagram within 1 month of the closing date.
20. Evian Water reserves the right to terminate, amend or extend the Sweepstakes.

21. Evian Water reserves the right to offer an alternative prize, of equal or greater value.
22. The prize is as stated and there are no alternative prizes or a cash substitute. The prize is non-transferable.
23. Evian Water does not accept liability for any losses or claims arising out of the Sweepstakes except in cases of personal injury or death resulting from its own negligence.
24. 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 Sweepstakes 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 Sweepstakes.
25. 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 26 AND 27 CONTAIN DATA PROTECTION WORDING – PLEASE READ CAREFULLY

26. 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 Sweepstakes 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 Sweepstakes, they may not take part in the Sweepstakes or win the prize.
27. Participants' and winners' names and other personal details from their entry to the Sweepstakes 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/)
28. 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 Sweepstakes to be disrupted or corrupted, or that may lead to loss or damage of a prize in transit to a winner.
29. This Sweepstakes is not sponsored, endorsed or administered by, or associated with Instagram. By entering this Sweepstakes, all participants release Instagram from any liability arising out of this Sweepstakes.
30. MATE.BIKE INTERNATIONAL IVS is not connected or otherwise associated with this Sweepstakes.
31. Evian Water's decision is final, and no correspondence will be entered into.
32. This Sweepstakes is governed by French law. The courts of France shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Sweepstakes 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

