

TERMS AND CONDITIONS

JOYA® PRIZE DRAW

Article 1: ORGANISING COMPANY

The JOYA® Europe Team Association, a company registered under the number 483 896 130 00026, of which the registered office is located at 145 avenue de Fontvert, 84130 Le Pontet, France (hereinafter referred to as the "Organising Company"), is organising a prize draw (hereinafter referred to as the "Draw") from 23rd March to 30th June 2023 included, accessible via the URL that corresponds to its country of origin:

- France : www.joya-europe.fr
- Germany : www.joya-europe.de
- Ireland : www.joya-europe.com
- Spain : www.joya-europe.es
- Italy : www.joya-europe.it
- Belgium : www.joya-europe.be

Article 2: CONDITIONS OF PARTICIPATION

The Draw is open to any natural person over 18 residing in metropolitan France (including Corsica, but excluding French overseas departments and territories), Germany, Ireland, Spain, Italy and Belgium, who has a computer, smartphone and/or tablet with Internet access and a valid e-mail address, with the exception of members of the Organising Company's staff, as well as any person who has been directly or indirectly involved in the design and implementation of the Draw and/or members of their direct family. Participants must play only via the URL that corresponds to their country of origin.

Draw entries are strictly personal and non-transferrable.

The Draw will take place in two phases, as described in Article 4.

For phase 1, participation will be limited to five free and non-mandatory entries per month (same name, same postal address and/or same email),

For phase 2, participation will be limited to five different proofs of purchase,

and to a maximum of twenty entries in total, for the entire Draw Period.

Participation in both phases 1 and 2, as part of the same entry, will be counted as one single entry.

In the event of a prize being won during phase 1, the entry or entries previously validated for phase 2 will remain valid and eligible for the draw planned for phase 2, but it will no longer be possible to register new entries for phase 2.

Only one electric bicycle (Prize No. 1) will be awarded per household (same name, same postal address). In the event of multiple entries, only the first validly registered entry will be taken into account without this giving rise to contestation of any kind.

Entering the Draw implies unreserved acceptance of the full terms and conditions as detailed herein.

The Organising Company reserves the right to ask any participant to provide proof of compliance with these conditions. Any person who does not meet these conditions or who refuses to provide proof of compliance will be excluded from the draw and, in the event of winning, will not be entitled to the prize. In the event of a dispute, proof of identity may be requested.

Article 3: CAMPAIGN ANNOUNCEMENT

The Draw will be advertised in stores via point-of-sale advertising, as part of the brand's communication, and online via JOYA®'s social networks and the JOYA® website (www.joyaeurope.com).

Article 4: TERMS AND CONDITIONS OF PARTICIPATION IN THE DRAW

The Draw will be divided into two phases:

All entries received during the Draw Period that include proof of purchase will be automatically entered into the prize draw at the end of the campaign, on 3rd July 2023.

4.1 Phase 1 terms and conditions of participation

To take part in phase 1 of the Draw and try and win an electric bicycle (Prize No. 1), the participant must comply with the following procedure:

1/ Log in to the website dedicated to the draw in their country of origin, accessible via the JOYA® website in their country of origin:

- France : <https://joyaeurope.com/fr/grand-jeu-joya/>
- Germany : <https://joyaeurope.com/de/das-grosse-joya-spiel/>
- Ireland : <https://joyaeurope.com/en/joya-contest/>
- Spain : <https://joyaeurope.com/es/el-gran-juego-joya/>
- Italy : <https://joyaeurope.com/it/grande-concorso-joya/>
- Belgium : <https://joyaeurope.com/nl/het-joya-spel/>

And must do so during the Draw Period

2/ Accept the full terms and conditions of the draw

3/ Participants from Belgium and Italy, please answer the question

4/ Fill in the entry form with their surname, first name, postal address, postcode, country and email address.

5/ Activate the confirmation email

6/ Enter the instant-win sweepstake, accessible via the confirmation email

7/ The participant will immediately find out whether they have won one of the prizes at stake.

8/ If the participant has lost, they will be able to enter again should they wish to do so.

4.2 Phase 2 terms and conditions of participation

To take part in phases 1 and 2 of the draw and try and win an electric bicycle (Prize No. 1) and an electric car (Prize No. 2), participants must comply with the following terms and conditions:

1/ Make at least one purchase of JOYA® apples loose or in punnets up to and including 30th June 2023

2/ Log in to the website dedicated to the Draw in their country of origin, which is accessible via the JOYA® website in their country of origin (mentioned above) during the Draw Period

3/ Accept the full terms and conditions of the draw

4/ Participants from Belgium and Italy, please answer the question

5/ Fill in the entry form with their surname, first name, postal address, postcode, country, email address, and upload proof of purchase*.

6/ Activate the confirmation email

7/ Enter the instant-win sweepstake, accessible via the confirmation email

8/ The participant will immediately find out whether they have won one of the prizes at stake.

9/ If the participant has lost, they will be entered into the final draw, and will be able to enter again should they wish to do so.

*The participant will have to upload a different proof of purchase for each entry, and respect the terms and conditions of entry as issued.

The winners shall be notified of their win immediately upon completion of their entry via the display of a winning page and the sending of an initial email to the address provided upon entering, notifying them of the prize won, subject to the validity of their entry form and verification by the Organising Company of the absence of fraud or any malfunction.

Following verification of compliance, the winners will receive a second email with final confirmation and the modalities of reception of the prize.

No other form of participation will be accepted.

4.3 Terms and conditions for selecting the winners

The Draw is organised as an "open" instant-win sweepstake and a final prize draw, among all participants who have uploaded proof of purchase, subject to verification of the validity of their entry, at the end of the draw period, on 3rd July 2023 (date subject to change by the Organising Company).

An instant-win sweepstake is defined by a time and date. A prize is expected to be made available at this time and date. An "instant win" is said to be "open" when the prize remains available until a participant plays and wins the prize.

12 (twelve) instant-win sweepstakes that will remain open during the entire Draw Period have been randomly predetermined by the Organising Company. These instant-win sweepstakes are confidential.

The first participant to log in during an instant-win sweepstake will win the prize associated with that instant win, provided that their entry complies with the present terms and conditions. Only the Draw clock and the database for the programming of the instant-win sweepstakes will be deemed authentic in the event of a dispute. If no entry coincides with one of the login times, the first entry immediately following this time will be considered the winner. Each login time will correspond to a unique prize. Only the Organising Company's indications will be valid, and no claim will be answered on the basis of a screenshot or email.

The winners will be informed of their prize via an email sent by email address contact@joya-europe.com (remember to check your spam folder).

Winning messages will be communicated to Participants subject to compliance with all of the Terms and Conditions, and in particular the terms and conditions of participation and the absence of fraud or computer malfunctions.

Article 5: PRIZES AND AWARDING OF PRIZES

The prizes to be won via instant-win sweepstakes are:

- 12 (twelve) electric bicycles worth a maximum value of €1,000 each, including tax (Prize No. 1)

If the winner's entry details are validated by the management teams, the winners of an electric bike will receive their prize by post, at the postal address provided upon entering, within 6 months following the end of the Draw.

The Organising Company shall not be held liable for any error in the delivery of the prize or for the loss of the prize during shipping.

Any entry containing missing, false, incomplete or illegible information, or made after the entry deadline, will be considered invalid and will not be taken into account. The prize will be awarded to an alternate winner, i.e. the participant who will have entered after the said winner, as registered on the Draw server and whose entry will have been validated. The participant will authorise any verification of their identity or home address.

The prize awarded by the final prize draw is:

- 1 (one) electric car worth a maximum value of €25,000, including tax (Prize No. 2)

If the winner's entry details are approved by the management teams, the winner of the electric car will receive an e-mail with the modalities of reception of their prize within 1 year following the end of the draw.

Any entry containing missing, false, incomplete or illegible information, or sent after the entry deadline, will be considered invalid and will not be taken into account. The prize will be awarded to an alternate winner.

The participant will authorise any verification of their identity or home address.

The Organising Company shall not be held liable for any dissatisfaction on the part of winners with their prizes, nor for manufacturing defects or other malfunctions of the prizes distributed to the winners, or any accident or damage that may occur during the use of the prizes.

The Organising Company reserves the right to replace the prize with a prize of similar characteristics and equivalent or greater value if circumstances so require.

The winners are responsible for the accuracy of the information they have provided. Consequently, in the event of a change of address, they must take the necessary steps with the postal service, so that their prize may be delivered to them.

The prizes may not be contested in any way, nor may they be exchanged or replaced for their monetary value.

Article 6: FRAUD

Any act of fraud or breach by a Participant of any of the provisions of the present terms and conditions may automatically give rise to their permanent exclusion from the Draw by the Organising Company, which reserves the right, if necessary, to take legal action against them. Such exclusion, regardless of the cause, shall entail the cancellation of the entry of the Participant involved and of their possible winnings. The Organising Company shall be the

sole arbiter of the exclusion or reinstatement of the Participants involved in light of the information in its possession. In the event of a sanction or claim, Participants must provide proof that they have behaved in accordance with the present terms and conditions.

Article 7: NON-REFUNDING OF CONNECTION COSTS

The costs of entering the Draw will not be reimbursed by the Organising Company.

Article 8: DEPOSITION AND ACCEPTANCE OF THE TERMS AND CONDITIONS

Any participation in the Draw implies full and complete acceptance, without reservation, of the Terms and Conditions of the Draw.

Any person who contravenes one or more of the articles of these terms and conditions will be deprived of the possibility of entering the Draw, as well as of receiving any prize that they may have won.

The Terms and Conditions have been filed with the law office SELARL AURAJURIS – 264 rue Garibaldi LYON (69003), France.

The Terms and Conditions can be consulted on each site dedicated to the Draw throughout the entire Draw Period.

Amendments to these terms and conditions may be published during the Draw Period. They will be considered as appendixes to these terms and conditions.

Article 9: CANCELLATION OR MODIFICATION OF THE DRAW

The Organising Company reserves the right to shorten, postpone, modify, extend, interrupt or cancel the Draw outright, without prior notice, due to any event beyond its control and in particular in the event of fraud, technical malfunction, computer hacking or *force majeure*, without it being held liable in this respect.

Article 10: LIABILITY

The liability of the Organising Company is strictly limited to the delivery of the prizes effectively and validly won.

It should be remembered that the Internet is not a secure network. The Organising Company shall therefore not be held liable for contamination by any virus or for the intrusion of a third party into the computer system of the participants in the Draw, and declines all responsibility for the consequences of the connection of the participants to the network via the Website.

More particularly, the Organising Company shall not be held liable for any damage caused to participants, their computer equipment and the data stored therein, as well as for the consequences that may arise from this to their personal or professional activity.

The Organising Company shall not be held liable in the event of malfunctioning of the Internet network, telephone lines or reception equipment preventing the smooth running of the Draw.

The Organising Company shall not be held responsible in the event that one or more participants may not login to the Draw Website or enter the Draw due to any technical problem or defect related in particular to network congestion, or due to acts of malicious intent.

The use of robots or any other similar process allowing automatic participation is prohibited, any breach of this rule will result in the elimination from the Draw of its author or any participant having benefited from it.

The Organising Company may cancel all or part of the Draw if it appears that fraud has occurred in any form whatsoever, in particular in a computerised manner in the context of participation in the Draw or the selection of the winners. In such a case, it reserves the right not to award the prizes to the fraudsters and/or to prosecute the perpetrators of such fraud before the competent courts.

The Organising Company may not be held liable if, for a reason beyond its control, technical malfunctions, computer bugs or any other technical problem affect the smooth running of the game or the list of winners. The complainants in such a case would not be entitled to claim any prizes whatsoever.

The Organising Company shall use its best efforts to allow access to the Draw on the Website at any time, without being bound by any obligation to do so. The Organising Company may, at any time, in particular for technical, updating or maintenance reasons, interrupt access to the Website and to the Draw it contains.

The Organising Company shall in no case be liable for these interruptions and their consequences.

The Organising Company undertakes to do everything in its power with its service providers to make sure that the system for determining the winners and awarding the prizes complies with the terms and conditions of this Draw. If, despite this, a failure should occur and affect the system for determining the winners, the Organising Company shall not be liable to participants beyond the number of prizes announced in the terms and conditions of the Draw, and in the advertising associated with this Draw.

In addition, the Organising Company shall not be held liable in any way for delivery issues or loss of postal or electronic mail (particularly with regard to the delivery of the prizes).

The Organising Company shall not be held responsible for the malfunctioning of the Internet network, nor for any delay, loss or damage resulting from the postal and management services.

Article 11: PROTECTION OF PERSONAL DATA

As part of their participation in this draw, and in general, during their communication with the Organising Company, participants will be required to provide certain items of personal data concerning them.

This personal data, and in particular any data containing names, provided by the participants, will be stored in a database by the Organising Company.

Personal data will be used by the Organising Company to allow the smooth running of the draw. Winners' data may be published on the Organising Company's website, using an abbreviation of the winner's name. In addition, it will be necessary to send the winners' data to the partners organising or sending the prizes, the postal services or parcel delivery services. The personal data that must be provided is indicated as such on the forms. It must be provided because of the need to be able to contact the winning participants and to send them the prizes. This data has to be collected in order for players to take part in the draw, and for the prizes to be awarded. Consequently, any persons who exercise their right to have their data erased before the end of the draw and the presentation of the prizes are deemed to have foregone their participation and their right to any prize.

Personal data will not be sent to companies which are not linked to the Organising Company beyond the provisions of this contract.

The participant will be informed that when they access the site, a cookie will be stored on their computer's hard disk. This is a small computer file that records navigation on the website. Cookies are used to identify the participant in order to allow them to access information more quickly, without having to re-enter it. They can in no way damage the data on the participant's computer. The participant may prevent the recording of this cookie on their hard disk by deactivating this function in their browser software. When this function is deactivated, the participant may still access the website and enter the draw.

Article 12: LEGAL BASIS, DATA COLLECTED, STORAGE PERIOD, RIGHTS OF THE PARTICIPANT

The collection of participants' personal data is necessary for the administration of the Draw and its follow-up. Failure to provide personal data will prevent the participant from taking part.

This data will only be kept by the Organising Company for the time necessary for the purposes set out above.

The participant has the right to consult the personal data concerning them at any times, to have it corrected or deleted, and to revoke it. The participant also has the right to restrict processing and the right to data portability, as well as the right not to be subjected to automated decision-making, including profiling. The participant also has the right to revoke the consent given to the processing of their personal data at any time. The participant has the right to formulate instructions on what to do with their data after their death. To exercise this right, the Organising Company must be contacted in writing. Should the participant not be satisfied with the correspondence, they are entitled to lodge a complaint with the *Commission nationale de l'informatique et des libertés* (CNIL, i.e. the French National Commission for Information Technology and Civil Liberties). As part of their participation in the JOYA® game and, in general, their correspondence with the JOYA® Europe Team, the participant is required to provide certain items of personal data concerning them.

This data is processed by the JOYA® Europe Team association, whose contact details are shown at the top of this document.

The legal basis for this processing is:

The implementation of a contract for managing the participant's entry in the JOYA® prize draw.

The legitimate interest and, where applicable, the consent of the participant for the enrichment and enhancement of the customer/prospect database, the processing and follow-up of their winnings.

Compliance with a legal obligation to combat fraud and money laundering as well as archiving obligations.

PURPOSE:

The purpose of this processing is to guarantee the participant optimal use of the benefits of the prize draw, and to allow JOYA® to tailor its offers and keep the participant informed.

DATA COLLECTED:

The data collected is:

Identity data (surname, first name),
Contact data (postal addresses, email addresses),
Connection data (IP address, time and date of participation)

The duration of the processing of personal data is:

- For draw participation data: 90 days from the draw date
- For contact data: 90 days

The personal data that must be provided is indicated as such on the forms. The compulsory nature of the data results from the need to be able to contact the winning participants, to enable them to benefit from their prizes and to tailor JOYA® offers as best as possible.

Article 13: APPLICABLE LEGISLATION AND COMPETENT COURT

The present terms and conditions are exclusively subject to French law.

Any question relating to the application and/or interpretation of the Draw and the present terms and conditions will be dealt with by the Organising Company, in accordance with French law.

Any dispute relating to the Draw must be formulated within a maximum period of two months from the participation deadline. In the event of a dispute relating to the application and/or interpretation of the present terms and conditions, and in the absence of an amicable agreement, any dispute shall be submitted to the competent courts.