

FULL RULES OF THE "PINK LADY®" COMPETITION

Article 1 – Organising Company and Period of the Competition

The company Pink Lady® Europe Association, whose registered office is in Le Pontet, France, registered under the number 421352550, whose VAT number is FR28421352550 (hereinafter referred to as the "Organising Company") is holding a competition with an obligation to purchase in France, Belgium, Ireland, Denmark, Germany, Spain, the Netherlands, and Portugal (hereinafter referred to as the "Competition") from 00:00 on 1 December 2019 to 11.59 on March 20, 2020 (French time) (hereinafter referred to as the "Period of the Competition").

Article 2 – Announcement of the Competition

The Competition has been announced on:

- The Competition's website, accessible at the following addresses:
 - www.castingpinkchefs.com
 - www.castingpinkchef.com
 - www.castingpinkcooks.com (hereinafter referred to as the "Site"),
- "Pink Lady®" brand products forming part of the operation, namely trays containing 2, 4, 6 or 8 Pink-Lady® apples and apples sold in bulk (hereinafter referred to as the "Product(s)")

The Organising Company reserves the right to organise the Competition on any other promotional medium, in particular via press advertisements, leaflets, pamphlets or on social networking websites.

Article 3 – Participation conditions

Participation in the Competition is open to any natural person who is at least the age of majority (in accordance with the regulations of the entrant's country) residing in France, Belgium, Ireland, Norway, Denmark, Germany, Spain, the Netherlands or Portugal (hereinafter referred to as the "Entrant(s)").

Excluded from participation in the Competition are persons who do not reside in the above-mentioned territories, minors, employees of the Organising Company or companies that have participated in the holding and/or promotion of the Competition, and members of their families (spouse, partner, lineal ascendants and direct descendants).

Participation in the Competition is limited to a single entry and a single win per household (same surname, same address) throughout the entire Period of the Competition.

Participation in the Competition implies irrevocable and unreserved acceptance of these Competition rules in their entirety (hereinafter referred to as "the Rules").

Anyone breaching the participation conditions or any other provision contained in the Rules will be deprived of the possibility of participating in the Competition and, where applicable, claiming any prize won, the Organising Company reserving the right to take legal action against them.

Article 4 – Participation

4.1. To participate in the Competition, Entrants must:

- Visit the Site during the Period of the Competition,
- Enter the Competition by fully filling in the entry form with their contact information (surname, first name, and email address) and upload a front-view photograph of themselves in which they are recognisable,
- Submit an original recipe using one or more Products that they have purchased in advance, stating the name of the recipe, the list of ingredients, the preparation and cooking instructions for the recipe, a photograph of the final dish and a brief description of the story behind the creation of the recipe (hereinafter referred to as the "Pink Story"),
- Validate their entry and registration while accepting the Rules.

4.2. Entrants must have access to the Internet and an email address that will remain valid until the prize is remitted.

All entries containing missing, false, incomplete, illegible, erroneous or inaccurate information, and all entries submitted after the Competition Period or that are interrupted during their validation (including as a result of the Internet connection) will be considered null and void and will not be taken into account.

Any use of different addresses or different identification elements for the same entry will be considered as attempted fraud and will lead to the definitive elimination of the Entrant.

Entrants guarantee that they are the authors of the content (including the recipe) that they send in the context of their participation and that this content does not incorporate any elements that could infringe on the rights of third parties.

Any content that could harm the image and/or credibility of the promotional message of the Organising Company will be refused and may be deleted.

Any content that is offensive, defamatory, racist, sexist, political, transgresses standards of public decency, breaches laws or regulations in force, is prejudicial to the rights of third parties or promotes the brand of a third party will also be refused and may be deleted, the Organising Company reserving the right to take legal action against the Entrant.

Entrants guarantee the Organising Company against any claims by third parties, of any kind whatsoever, that might be made as a result of use of the content in accordance with the present Rules.

The Organising Company reserves the right to, at any time and until the awarding of the prize, carry out any checks in order to verify compliance with the provisions of the Rules by the Entrant.

Article 5 – Determination of the Winners

In total, 8 (eight) Entrants will be designated as winners of the Competition, corresponding to 1 (one) winner in each participating country (hereinafter referred to as the "Winner(s)").

In each country, the Winner will be the Entrant whose recipe has been selected from among all the recipes validly submitted by all the Entrants from the same country.

The recipes will be selected on 17 March 2020 at the latest by a jury made up of members of the Organising Company, based on the following criteria:

- The creativity of the recipe,
- The originality of the Pink Story,
- The showcasing of Pink Lady® products,
- The coherence and blending of the ingredients used.

There will be as many Winners as the number of recipes selected.

The Organising Company will inform the Winners of their prize by sending them an email on 21 March 2020 at the latest to the email address that they provided when they entered the Competition.

Article 6 – Prizes

Eight (8) prizes will be awarded (hereinafter referred to as the "Prize(s)"), each Prize consisting of:

- A rendezvous with a professional photographer to have photos of the Winner taken with their recipe,
- Publication of the Winner's recipe on the Products' packaging,
- An invitation for two persons to attend a banquet that will be held by the Organising Company in a French orchard (in Metropolitan France).

For the participation in a banquet held in a French orchard, the Organising Company will pay for the following:

- Travel expenses for home>hotel>orchard>home travel (up to a maximum amount of €900 including VAT for the two participating persons -the winner and their accompanier-)
- Accommodation at a hotel or in an Airbnb close to the selected orchard, a room for both participating persons (the winner and their accompanier) for one night (maximum amount of €165 including VAT)
- Breakfast will be paid for if the winner and their accompanier are staying at a hotel. It will be reimbursed on presentation of the receipt in other cases (the winner and their accompanier must accordingly keep the receipt for the breakfast and send it to the Organising Company, failing which no reimbursement can take place) (maximum amount of €15 including VAT per person)
- A meal for two persons (the winner and their accompanier), namely the banquet held at the selected French orchard: consisting of an entrée, a main dish, a dessert and drinks. The Organising Company reserves the right to set in place a buffet in the light of the place chosen. (Approximate value of €75 per person).

The accompanier must be at least the age of majority.

Article 7 – Awarding of the Prizes

7.1 In order to benefit from and organise the modalities of the Prize won, each Winner will have until 27 March 2020 in which to contact the Organising Company by replying to the email sent to them at the time of the announcement of their win.

If a Winner fails to reply within the above timeframe, or if a Winner expressly renounces their Prize, the benefit of the Prize will be lost for this Winner and they will no longer be able to claim it, without its being possible for the Organising Company to incur any liability on this score.

As the case may be, the Organising Company reserves the right to award the Prize to another Entrant or not to award the Prize, without its being possible for the Organising Company to incur any liability on this score.

The meal will take place in September 2020 and the exact date will be determined subsequently with the Winners in the light of their availability and that of the Organising Company. The Organising Company reserves in particular the right to change this date in the light of weather conditions or conditions at the place where the banquet is to be held.

The date on which photographs will be taken will be set in the light of the availability of the Winners and the professional photographer who will carry out the photo shoot.

The Organising Company will do its utmost to ensure that the Winner can benefit from their Prize, without its being bound by a performance obligation on this score, most notably in the case of unavailability of the Winner on the dates proposed.

7.2 The Prize awarded cannot be contested by Entrants or be replaced or exchanged for any reason whatsoever.

In the case of force majeure or on account of any other reason beyond its control, the Organising Company reserves the right to replace the Prize won by a prize that is equivalent in nature.

No consideration or financial equivalent of the Prize can be requested by Entrants.

The Prize is nominative, not saleable and cannot be attributed or transferred to one or more third parties.

7.3 The Organising Company will not supply any other service or guarantee other than the Prize as described in Article 5.

Any additional expenses that may be incurred by the Winner will be borne exclusively by them.

The Organising Company cannot be held liable if the Winner is dissatisfied or the Prize is the subject of any dysfunction.

In particular, the Organising Company cannot be held liable on the score of the quality of the Prize in relation to that announced or what was expected by the Entrant, the modalities whereby it is remitted to the Winner or any possible damage of any kind (bodily injury, non-pecuniary damage, material damage, etc.) that could be suffered by or caused to the Winner (or the person(s) accompanying them).

The Organising Company reserves the right not to award the Prize to the Winner if it appears that the latter has committed fraud or has not abided by the Rules, without its being possible for it to be held liable on this score or for any compensation whatsoever to be requested.

Article 8 – Internet – Computing

The Organising Company reminds Entrants of the characteristics and limits of the Internet network and disclaims all liability for the consequences of Entrants' connection to this network via the Site.

Moreover, the Organising Company cannot be held liable in the case of one or more Entrants not being able to connect to the Site or enter the Competition as a result of any technical faults or problems of any kind, linked in particular to network congestion.

The Organising Company disclaims all liability in the case of misuse or incorrect use of the computer or an incident linked to use of the computer, (in particular, the Organising Company cannot be held liable for any material or non-material damage caused to Entrants, their computer equipment or the data stored in it, or any resulting consequences affecting their personal, professional or commercial activity), access to the Internet, the telephone line or any other technical connection.

The Organising Company cannot be held liable for delays or errors in sending emails (or spam filters).

Under no circumstances can the number of Prizes exceed that provided for in the Rules.

Article 9 – Fraud

Anyone breaching the participation conditions or any other provision contained in the Rules will be deprived of the possibility of participating in the Competition and, where applicable, claiming the Prize won, the Organising Company reserving the right to take legal action against them.

On this score, the Organising Company may suspend and/or cancel the participation of one or more Entrants in the case of its noting suspect behaviour.

The Organising Company reserves the right to eliminate any Competition entry which manifestly shows signs of a desire to circumvent the Rules, such as for example the use of bots or any other similar processes, or the use of several different email addresses in order to enter the Competition more than once.

In such a case it reserves the right not to award the Prize to Entrants that committed fraud and/or to bring legal proceedings against them before the competent jurisdictions.

The Organising Company alone will decide on the exclusion or reintegration of the Entrants concerned in the light of the information in its possession.

In the case of a claim or sanction, it will be incumbent upon Entrants to provide proof that their behaviour was in compliance with the Rules.

Likewise, if it is found that the Competition has been disrupted by third parties, but that an Entrant was complicit in their conduct, their entry will also be considered null and void and the Organising Company reserves the right to take legal action against them.

The Organising Company reserves the right to carry out at any time until the day on which the Prizes are awarded any verifications that are necessary in order to verify compliance with the Rules and the identity of the Entrants (and accompaniers).

Article 10 – Personal data

The Entrants' personal data collected by the Organising Company is the information collected when they entered the Competition, and, where applicable, at the time of the organisation and remittance of the Prize.

On this score, the Winners accept that their surname, first name and image will be communicated on the occasion of promotion of the Competition by the Organising Company, without its being possible for this to give rise to any remuneration on this score.

In addition, the Winners authorise the Organising Company to disclose for promotional purposes information provided by the Winners in the context of the photo shoot carried out at their residence (story associated with the recipe).

This data will only be used for the administration and promotion of the Competition. It is destined for the Organising Company, which may however communicate it to third parties solely in the context of and for the requirements of the administration of the Competition.

This data may not be used for other purposes and will be kept only for the duration that is strictly necessary for the purposes for which it was collected, with the exception of data whose minimum retention time results from a legal or regulatory obligation or the end of a period of prescription.

Subject to their explicit consent, the information collected concerning Entrants may be used by the Organising Company in order to better serve them and inform them of its new products and offers that might interest them.

Entrants are informed that with regard to their personal data they have the right to access it and have it rectified, a portability right, and the right to request its deletion, oppose its storage and request limitation of its processing.

Entrants may exercise these rights by means of a written request sent to: lfauredemangeon@agencefantastic.com

Entrants also have the right to submit a complaint at any time to the competent personal data protection authority (CNIL, the French Data Protection Authority).

The collection of personal data is obligatory in order to participate in the Competition. Consequently, Entrants who exercise their right to have personal data concerning them deleted before the end of the Competition will be deemed to have renounced their participation in the Competition.

Article 11 – Making the recipe and production of the associated photograph

If the recipe is protected by any right, in particular an intellectual property right, the Winner expressly authorises the Organising Company to use, reproduce, and display or present in any way whatsoever,

on any type of medium (and in particular on the Site and the packaging of the Products) and without any limit as regards quantity, in the context of promotion of the Competition, the name of the recipe, the list of ingredients, the associated text and the photograph that they provided when they entered the Competition, in accordance with Article 4.1 of the Rules.

This authorisation is granted for worldwide exploitation throughout the entire legal duration of the copyright.

On this score, the Winner waives the right to invoke any rights whatsoever concerning the recipe and the photograph provided and waives the right to take any legal action against the Organising Company.

This authorisation is granted without any restrictions or reservations, and without its granting the Winner any remuneration, right or benefit whatsoever.

In addition, the Winner guarantees the Organising Company that the recipe and/or the photograph does not incorporate any element that could infringe on the rights of a third party, in particular any intellectual property rights, and guarantees the Organising Company against any recourse or legal action that might be taken or brought against it on any score whatsoever by any natural person or legal entity that considers that they have to assert any rights whatsoever in respect of these elements.

Article 12 – Exploitation of the photographs taken at the residences of the Winners

The Winners and their accompaniers authorise the Organising Company to use, for publicity or advertising purposes and for the purpose of ensuring the promotion of the Competition or for any information related to the Competition, on any medium, their first name, surname, their photograph uploaded to the Site and their image captured in any photograph taken during the photo shoot carried out by a professional photographer organised in the context of the Prize.

This authorisation is granted without any restrictions or reservations, and without its granting the Winner any remuneration, right or benefit whatsoever.

This authorisation is granted worldwide for a period of 5 years.

Article 13 – Intellectual property

The Organising Company is the exclusive owner of all the intellectual property rights pertaining to both the structure and the general content of the Competition, the Site and databases that it contains.

In particular, any element reproduced on the communication media and/or on the Site, of any kind whatsoever (texts, images, audio, photos, videos, music, databases, data, logos, trademarks, software, content, code, layouts etc.) is the exclusive property of the Organising Company.

Consequently, any reproduction (including by downloading, printing etc.), display, making available, communication to the public, adaptation, modification, translation, transformation, broadcasting or dissemination, synchronisation, integration into another website, exploitation whether for commercial purposes or not, and/or reuse in any way whatsoever of all or part of the elements appearing on the communication media or on the Site is strictly forbidden unless the Organising Company's prior authorisation in writing has been obtained.

Visiting and using the Site does not grant Entrants any intellectual property rights.

Entrants undertake not to reproduce, pirate, download, copy, make available, broadcast or disseminate, or use in any way the texts, databases, data, code, images or content of the Site or any element of the Competition.

The Organising Company reserves the right to bring any civil and/or criminal proceedings on this score.

Article 14 – Modification and cancellation of the Competition

The Organising Company reserves the right to shorten, defer, modify, extend, interrupt or purely and simply cancel the Competition, without its being possible for it to be held liable on this score or for any compensation whatsoever to be due.

Article 15 – Access to and modification of the Rules

The Rules are available online on the Site.

The Organising Company reserves the right to modify the Rules at any time in the form of a rider, which will be communicated to the Entrants.

The new version of the Rules will be published on the Site.

Article 16: Governing law

The Rules are subject to French law.