# FULL RULES FOR THE "PERRIER LET'S GET SORTING" COMPETITION (GESTE DE TRI PERRIER ®)

No. 2023 / 457

#### Article 1 - Organisation of the Competition

**1.1.** The Fédération Française de Tennis (French Tennis Federation), an association governed by the law of 1 July 1901, recognised as being of public utility by decree of 13 July 1923, with its registered office at Stade Roland-Garros - 2, avenue Gordon-Bennett - 75016 Paris (hereinafter referred to as the "**FFT**") is organising a free competition with no obligation to make a purchase, entitled "PERRIER LET'S GET SORTING" (hereinafter referred to as the "**Competition**").

Lemon Tri, a social company, has been asked by the FFT and Nestlé Waters Marketing & Distribution to provide the following service: the provision of eight (8) sorting machines (hereinafter referred to as the "Machines") as well as the operational personnel handling the promotion of the sorting efforts.

Nestlé Waters Marketing & Distribution is a company specialising in the production and marketing of bottled water, both still and sparkling. It is assisting the FFT with the organisation of the Competition.

**1.2.** The Competition will run from Monday 22 May 2023 at 11:00 AM (UTC +1) to Sunday 11 June 2023 at 7:30 PM (UTC+1) within the grounds of the Roland-Garros stadium (hereinafter the "**Stadium**").

## **Article 2 - Participation conditions**

#### 2.1. Participants

The Game is open (i) to any natural person of legal age and to any accompanied minor under the supervision of her/his legal guardian (ii) regardless of her/his nationality, (iii) who is the purchaser and/or beneficiary of a valid entry ticket for the 2023 edition of the Roland-Garros tournament (hereinafter the "Tournament") as defined in the Ticketing Terms and Conditions <a href="https://fft-billetterie.cdn.prismic.io/fft-billetterie/375660f0-3876-4577-b95e-9ba5b6f9d68f">https://fft-billetterie.cdn.prismic.io/fft-billetterie/375660f0-3876-4577-b95e-9ba5b6f9d68f</a> CGV Roland-Garros+2023.pdf, (hereafter referred to individually or collectively as the "Participant(s)").

All persons directly or indirectly involved in the preparation of the Competition, staff members of the FFT, Lemon Tri and Nestlé Waters Marketing & Distribution, as well as their direct family members, and all accredited officials of the Roland-Garros Tournament are excluded from participating in the Competition.

## 2.2. Acceptance of the rules

**2.2.1.** Participation in the Game implies irrevocable and unconditional acceptance of the terms and conditions of these rules (the "Rules"), as well as the laws and regulations applicable to games and competitions.

**2.2.2.** Failure to comply with the participation conditions listed in the Rules or any behaviour that appears to violate French law will result in the invalidation of the individual's participation in the Competition, possibly accompanied by a ban on any new participation in the Competition.

# Article 3- Competition Principle / Participation details

### 3.1. Competition Principle

- **3.1.1.** This is an "instant win" competition. Tournament spectators (hereinafter referred to as the "**Spectators**") who consume bottles or cans will be able to deposit them in one of the Machines present in the Stadium.
- **3.1.2.** The Machines are situated in three (3) locations in the Stadium:
  - Two (2) Machines near courts 11 & 12;
  - Two (2) Machines near courts 4 & 5;
  - Two (2) Machines near the Food Court in Avenue Gordon-Bennett (75016 Paris); and
  - Two (2) Machines near the Simonne-Mathieu court.

The Machines will be accessible to the Spectators, and it will be possible to deposit the bottles and/or cans during the opening hours of the Stadium to the Spectators, during the following periods:

- Courts 11 & 12 and Courts 4 & 5: from 22 May to 11 June 2023;
- Court Simonne-Mathieu and the Food Court: from 27 May to 11 June 2023.

However, the Competition is only open to the Participants from 11:00 AM (UTC+1) to 7:30 PM (UTC+1), subject to any changes to the Stadium's opening hours as decided by the FFT.

**3.1.3.** At a frequency determined in advance by Lemon Tri with the agreement of the FFT, the Machines will issue Participants with winning tickets providing access to prizes (see Article 4) (hereinafter referred to as the "Winning Ticket(s)".

#### 3.2. Participation details

- **3.2.1.** To participate in the Competition, each Participant must perform a sorting activity by disposing of her/his bottle or can in one of the eight (8) Machines. Each Participant may participate as many times as he/she wishes.
- **3.2.2.** To participate in the Competition, each Participant must also read the Rules available at <a href="https://lemontri.fr/gestes-de-tri">https://lemontri.fr/gestes-de-tri</a> via a QR Code displayed on the Machines that will direct the Participant to the aforementioned internet address.
- **3.2.3.** Non-compliance with the conditions mentioned in this Article 3, and more generally with the terms and conditions contained in the Rules, will invalidate the Participant's participation in the Game.

#### Article 4 - Prize(s)

**4.1.** There are a total of nine hundred and two (902) Competition prizes (hereinafter the "**Prize(s)**") for the entire duration of the Competition. They include:

- One hundred and fifty (150) caps with an approximate unit value of thirteen euros and forty-four cents, inclusive of VAT (€13.44 incl. VAT);
- Two hundred and fifty (250) backpacks with an approximate unit value of fifty euros and forty cents, inclusive of VAT (€50.40 incl. VAT);
- Five hundred (500) 33 cl cans of Lemon-Lime flavour PERRIER® Energize with an approximate unit value of three euros and seventy cents, inclusive of VAT (€3.70 incl. VAT);
- One (1) prize comprising two (2) category 1 places for a choice of either the Ladies Singles final or the Men's Singles final for the 2024 Roland-Garros Tournament with an:
  - Approximate unit value of one hundred and fifty euros inclusive of VAT (€150 incl.
    VAT) for the Ladies' Singles Final;
  - o Approximate unit value of two hundred and sixty five euros inclusive of VAT (€265 incl. VAT) for the Men's Singles Final.
- **4.2.** Each Participant is informed that the FFT will not cover any other expenses that are not expressly indicated in the details of the Prize indicated in 4.1 above, and notably: transportation, regardless of the mode of transportation chosen by each Winner (as defined in articles 5 below), and the person accompanying him/her in order to use his/her Prize, or incidental expenses (accommodation, meals, drinks, transportation costs on site, etc.).
- **4.3.** The FFT reserves the right to change the Prizes, replacing them with others of equal or greater value in the event of unavailability of the said Prizes, with no possibility for any complaint any claim to be made in this respect and without incurring any liability as a result.
- **4.4.1**. The Prizes for each day will be allocated as follows:

	Prizes Distributed			
Dates	Backpacks	Caps	Cans of PERRIER®	Tickets for
				the RG final
22/05/2023	8	7	0	0
23/05/2023	8	7	5	0
24/05/2023	8	7	5	0
25/05/2023	8	7	5	0
26/05/2023	8	7	5	0
27/05/2023	13	7	30	0
28/05/2023	13	7	30	0
29/05/2023	13	7	30	0
30/05/2023	13	7	30	0
31/05/2023	13	7	30	0
01/06/2023	13	7	30	0
02/06/2023	13	7	30	0
03/06/2023	13	7	30	1
04/06/2023	13	7	30	0
05/06/2023	13	7	30	0
06/06/2023	13	7	30	0
07/06/2023	13	7	30	0
08/06/2023	13	7	30	0
09/06/2023	13	8	30	0
10/06/2023	14	8	30	0
11/06/2023	14	8	30	0

**4.4.2**. However, the FFT reserves the right to postpone the distribution of the Prizes to another day of the Tournament in the case of insufficient attendance to run the Competition.

# <u>Article 5 - Designation of the winners / Information for the winners (hereafter referred to as the "Winner(s)")</u>

### 5.1. <u>Designation of the Winners</u>

- **5.1.1.** The Winners are designated by means of an instant prize, according to the output frequency of Winning Tickets.
- **5.1.2.** The instant prizes are distributed randomly, but according to a predetermined frequency of Winning Tickets per day (see Article 4.4. above).
- **5.1.3.** An instant prize is won when the Machine provides a Winning Ticket to the Participant engaged in sorting at the Machine at the time of the instant prize (date, hour, minute, second of the Competition server) or, if no Participant is engaged in sorting at that moment, to the first Participant to play after the time of that instant prize.

#### 5.2. <u>Information for the Winners</u>

The Winners will be informed individually and instantly as soon as the Machine that they have used for sorting provides them with a Winning Ticket.

Only the Competition's Winners will be notified of the result. A Participant who does not receive a Winning Ticket after sorting will not be awarded a Prize.

## Article 6 - Allocation and enjoyment of the Prize

- **6.1.** The Prizes as indicated in article 4.1. above are to be collected by each Winner:
  - For the backpacks and caps: on the day the Winning Ticket is issued, between 11:00 AM and 7:30 PM (UTC+1) at the place where the Machine is located, upon presentation of the Winning Ticket and the Tournament entry ticket;
  - For the 33 cl cans of Lemon-Lime flavour PERRIER® Energize: on the day the Winning Ticket is issued, between 11:00 AM and 7:30 PM (UTC+1) at the PERRIER® Experiential Bar located in the Stadium in the Jardin des Mousquetaires, upon presentation of the Winning Ticket and the Tournament entry ticket;
  - For the two (2) places for the Men's Singles <u>or</u> Women's Singles Final of the 2024 Roland Garros tournament, the Winner will be asked to leave her/his contact information (first name, surname, telephone number, e-mail address) with the Lemon Tri ambassador present near the Machine in order to receive his/her Prize, after presentation of the Winning Ticket and his/her entry ticket for the 2023 Tournament.
    - The Winner will receive by e-mail, sent to the e-mail address provided at the time of her/his Participation, the electronic tickets corresponding to the day of validity of the tickets included in the awarded Prize.

To this end, the Winner must imperatively confirm her/his first name(s) and surname(s) and provide the FFT with the first name(s) and surname(s) of the beneficiary of the second ticket. The electronic tickets are issued in their names and can be modified up to forty-eight (48) hours before the day of validity of the tickets comprising the Prize. No changes can be made after this deadline. Should the Winner of this Prize be a minor, he/she must be accompanied during the Final of the 2024 Roland-Garros Tournament by an adult who has parental authority, or who can provide the said parental consent. Should the Winner of this Prize be accompanied by a minor, during the Final of the 2024 Roland-Garros Tournament concerned by the prize he/she must have parental authority, or be able to provide the said parental consent for the minor.

If the Winner does not pick up the Prizes to be collected on-site the same day, the Winner will be deemed to have refused the Prize and the FFT will be free to do as it sees fit with the Prize, without incurring any liability in this respect.

Should one or more Winner(s) refuse her/his Prize(s) or fail to comply with the conditions stipulated in the Rules, the Prize(s) will be deemed as having not been awarded and will become the property of the FFT, without the FFT incurring liability in any manner whatsoever as a result.

**6.2.** The delivery of tickets for access to the match(es) implies the full and unconditional acceptance by the ticket beneficiaries of the "Roland-Garros 2024 Terms and Conditions for Ticketing Sales", that can be consulted at the following Internet address: <a href="https://cdn.rolandgarros.com/">https://cdn.rolandgarros.com/</a> (or any other Web address replacing this), and with the Site Rules for the Roland-Garros Stadium, which may be consulted at the following address <a href="Roland-Garros Stadium Site Rules 2019 FR.pdf">Roland-Garros Stadium Site Rules 2019 FR.pdf</a> (fft.fr) (or any other web address replacing this).

On this point, any transfer of any form, whether free for payment, of the tickets concerned by the Prize(s) other than the cases provided for in the Roland-Garros 2024 Terms & Conditions for Ticketing Sales is prohibited.

In the event of the total or partial cancellation of the 2024 Roland-Garros Tournament and/or in the event of the postponement or interruption or cancellation of the matches for any reason outside the FFT's control or for safety or security reasons, the tickets of the Winner(s) and of the person(s) accompanying them will not be the subject of any refund or exchange.

- **6.3.** The FFT may not be considered liable in any cases in which the Winner(s) cannot make use of his/her/their Prize(s) for reasons outside the FFTs control.
- **6.4.** Each Winner must be up-to-date with all formalities possibly required to take possession of his/her prize and to use it. The Winners declare that they possess the necessary physical and legal capacity to benefit from the Prize and to use it normally. The FFT may not be considered liable in this respect.
- **6.5.** The Prizes may give rise to no contestations, complaints or claims of any nature. They might not be the subject of any financial consideration and may not be exchanged for another item or service.
- **6.6.** If the circumstances make this necessary, the FFT reserves the right to replace the Prize(s) by a Prize or prizes of equivalent value, without incurring any liability as a result.

**6.7.** The FFT reserves the right to bar the Winner of the two places for the 2024 edition of Roland-Garros and/or the person accompanying them from the Stadium if their behaviour is considered incompatible with the satisfactory organisation of the 2024 Roland-Garros Tournament and/or would risk adversely affecting the safety and security of property and/or people, or would not be compliant with the site rules of the Roland-Garros Stadium and/or the Roland-Garros 2024 Terms & Conditions for Ticket Sales.

## **Article 7- Liability**

- **7.1.** The FFT's liability is strictly limited to the issuing of the Prizes effectively and validly won in accordance with the provisions of the Rules, subject to compliance by each Participant with the provisions of the said Rules, with the exception of cases in which the issuing of the Prizes is made impossible for reasons outside the FFT's control.
- **7.2.** The FFT shall incur no liability if, for reasons of force majeure, events outside its control make the normal organisation and implementation of the Competition or the issuing and use of the Prizes by the Winners impossible, or, if circumstances require this, it finds it necessary to curtail, extend or cancel the Competition or to modify the conditions.

### **7.3**. The FFT declines all liability for:

- any technical issues with the Machines preventing the satisfactory performance of the Competition;
- human or electrical errors preventing the satisfactory performance of the Competition;
- any disruption which may affect the satisfactory performance of the Competition;
- the occurrence of a case of force majeure as defined by article 1218 of the Civil Code and the case law of the Court of Cassation.

# **7.4.** The FFT shall incur no liability if, for reasons outside its control:

- ➤ the Prizes are not distributed (for example: refusal or non-confirmation by a Winner within the deadline stated in Article 6.1 above, the delayed or non-presentation of a Winner, non-receipt of the email for any reason, loss, theft, etc.),
- the Prizes are damaged or destroyed when received by the Winners,
- the Prizes are lost or damaged for any reason after being received.

In all circumstances, no compensation will be offered to a Winner who has not been able to make use of the Prize for causes outside the FFT's control.

If the Prizes cannot be issued to the Winners for reasons outside the FFT's control, they will lose their rights to these Prizes.

- **7.5.** The FFT declines all liability for any incidents and/or accidents that may occur during the use of the Prize by a Winner and/or the person accompanying her/him.
- **7.6.** The FFT reserves the right to stop or suspend the Competition in the event of fraud or attempted fraud.

## Article 8 - Legal filing information / Modifications to the Rules

**8.1.** The Rules have been filed with the more firm SCP LPF & Associés, associate bailiffs, 7 rue Sainte Anastase 75003 Paris.

For the duration of the Competition and for one (1) month following its end date, the full Rules can be consulted at <a href="https://lemontri.fr/gestes-de-tri">https://lemontri.fr/gestes-de-tri</a>.

The rules can be sent, at no cost, to anyone sending a written request to this effect to the following address: Fédération Française de Tennis – Département Partenariat - Jeu "Geste de tri PERRIER ®" - Stade Roland-Garros – 2, avenue Gordon-Bennett – 75016 Paris.

**8.2.** The FFT may modify the Rules at any time by way of an amendment. In such a case, the modifying amendment will also be filed, prior to its publication, with the law firm SCP LPF & Associés, associate bailiffs, 7 rue Sainte Anastase 75003 Paris.

# Article 9 - Identity checks

The Participants consent to all verifications concerning their identity. Any false statement of identity may result in their participation in the Competition being voided and, where applicable, the impossibility for a Winning Participant to receive his/her Prize, which each Participant expressly acknowledges and accepts.

### Article 10 - Fraud

**10.1.** Any participation that is fraudulent, misleading, incomplete, illegible, containing incorrect contact information or what proves to be a false identity after verification will be considered null and void. In this case, it will be cancelled without prejudice to any damages that may be claimed and/or any legal action that may be taken by the FFT.

Moreover, the Participants will not be entitled to any prize.

**10.2.** It is strictly forbidden to modify or attempt to modify the features of the Competition by any means whatsoever, notably in order to alter the results or any aspect influencing the outcome of the Competition and the determination of the Winners. Where applicable, the provisions of Article 10.1. above shall apply.

#### Article 11 - Personal data

- **11.1.** The personal information gathered by the Lemon-Tri Competition ambassador is communicated to the FFT and processed by the FFT in its capacity as the data controller, for the purpose of managing the Competition, including:
  - Managing participations in the Competition and their validity;

- Providing information for the Winners of the tickets for the Roland Garros 2024 final for distribution of the prize;
- Managing disputes, complaints or claims.
- **11.2.** The legal basis for this processing is the implementation of contractual and pre-contractual measures.
- **11.3.** The collected data is intended exclusively for the authorised personnel of the FFT, as well as for its possible sub-processors.
- **11.4.** The data is retained for the duration of the contractual fulfilment and then archived until the end of the legally prescribed term, while specifying that the common law prescription period in civil and commercial matters is five (5) years.
- **11.5.** The Participant has a right of access, a right of rectification and a right of deletion concerning his data, in addition to the right to data portability and the right to restrict processing. Furthermore, the Participant has the right to submit a complaint to the French data protection authority (the Commission Nationale Informatique et Libertés: https://www.cnil.fr/fr/plaintes).
- **11.6.** Requests by Participants wishing to exercise their rights must be sent to the following postal address: For the attention of the Data Protection Officer (Délégué à la Protection des Données), Stade Roland-Garros 2 avenue Gordon Bennett 75016 Paris France, or by email sent to the following address: <a href="mailto:dpo@fft.fr">dpo@fft.fr</a>.

The Participant can contact the latter for any additional information.

## <u>Article 12 – Dispute resolution / Applicable law</u>

- **12.1**. Any dispute arising in connection with the performance of the Rules will be settled amicably, insofar as possible. In the case of persistent disagreement regarding the application or interpretation of the Rules, and in the absence of an amicable agreement, any dispute arising relative to the Competition will be submitted to the courts with jurisdiction for the matter, for the area in which the FFT's registered office is located, unless public policy provisions to the contrary apply.
- **12.2.** The Rules are subject to French law.

#### Article 13 - Miscellaneous

- **13.1**. In the event of any contradiction between the provisions of the Rules and any message and/or information relating to the Competition, the provisions of the Rules will prevail.
- **13.2.** If any provision of these Rules is found to be invalid or unenforceable, the validity of the remaining provisions will not be affected. The parties will replace the invalid or unenforceable provision with a valid provision producing an effect equivalent to the original provision.
- **13.3.** Any dispute or claim must be addressed, within a maximum of one month from the Competition end date as defined in article 1 of the Rules, to the law firm SCP LPF & Associés,

Associate Bailiffs, which will then forward it to the FFT. Beyond this deadline, no complaint, claim or dispute will be considered admissible.

**13.4.** Only the French version of the Rules is legally binding. Any other version or translation of the Rules is provided for information purposes only, for consultation by non-French-speaking Participants, and has no legal value.