

Terms and conditions of the Kanzi® Italy Deezer 2020 Competition

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1. General

These terms and conditions (hereinafter, the “**Terms and Conditions**”) apply to the Kanzi® Italy Deezer 2020 Competition (hereinafter, the “**Competition**”), organised by GKE NV, having its registered office at 3840, Borgloon, Kernielerweg 59 BELGIUM and with enterprise number 0866.302.050 (hereinafter, “**GKE**”). By entering into the Competition, the participant (hereinafter, a “**Participant**”) explicitly accepts the Terms and Conditions and confirms his/her understanding hereof.

The Competition takes place from 01-01-2020 until 30-04-2020 at midnight 24.00 hrs (hereinafter, the “**Term**”). However, GKE reserves the right to change, postpone, reduce or cancel the Competition (or any part thereof).

2. Participation

Participation in the Competition is open for persons aged 18 years and older with a place of residence and stay in Italy except for employees of GKE, their relatives and employees of Kanzi® European partners and their relatives. Participants under the age of 18 are obligated to get explicit authorisation from their parent(s) and/or legal guardian(s) in order to be able to participate in the Competition. This authorisation has to be presented to GKE upon its first request.

Without prejudice to other provisions of the Terms and Conditions, participation in the Competition is open to everyone who (i) buys a Kanzi® apple or a Kanzi® action packaging, (ii) registers his or her participation at www.kanziapple.com/win and (iii) uploads (within the Term) his/her receipt displaying the purchase of the Kanzi®

apple and/or a Kanzi® action packaging. Participants can participate multiple times in the Competition.

3. Drawing procedure

With regard to the relevant provisions as set out in the Terms and Conditions, the winning Participants are drawn at random via the random database selection function in the presence of a bailiff to verify the objectiveness and impartialness of the drawing procedure through (i) one drawing from the collective entries of every participant in the Competition

A Participant can only win one prize at the Competition.

Hence every prize listed below will be won during the Competition. The prizes won by a Participant having entered the picked receipt are awarded individually to said Participant.

4. Prizes and prize distribution

The following prizes shall be awarded to the winning Participants of the Competition:

- The Drawings will take place at the 1st of May 2020 at which twentyfive Deezer year subscriptions will be awarded to the winners of the drawings;

The winning Participants of the Drawings will receive an e-mail with the code of the year subscription (at their email address given at the registration of their participation) within two weeks after the drawing date at which they have won (being 15 May 2020 at the latest).

By entering into the Competition, the Participant explicitly accepts that the winning of the prize(s) may be subject to the levy of income taxes, for which the Participant is solely and fully responsible. Multiple and cumulative participations by each Participant is possible. Prizes cannot be exchanged against cash or any other benefits in kind.

In the event that not there are not sufficient receipts entered corresponding to the to be won prizes in the Competition, then the remaining prize(s) shall be donated to the charity of Cliniclowns Belgium NPO.

In the event that any Participant unlawfully conceals any relevant information in reference to the Competition, commits fraud, acts unlawfully vis-à-vis GKE or any (of its) third part(y)(ies), or violates the Terms and Conditions in any way whatsoever (or tries to do so), then GKE explicitly reserves the right to exclude the Participant(s) in

question from entering this and/or other (future) GKE contests. If the excluded Participant has won one (or more) prize(s) in the Competition, then this (these) prize(s) can be subsequently withdrawn by GKE. Entitlement to the prize(s) shall be forfeited if the prize cannot be submitted within six weeks of the first notification of the prize for reasons attributable to the winner, in which case a substitute winner shall be determined through another drawing following the same rules as above.

5. Data protection

By entering into the Competition, the Participant explicitly accepts that GKE collects, processes and uses the personal data of a Participant (name, address and e-mail address) provided by this Participant at the registration of their participation in the Competition in accordance with the applicable law to carry out the organisation of the Competition, in particular for the purpose of notifying the winning Participants and the winner of the European drawing, publishing their names and countries of residence in their capacity of winning Participants and to prevent any fraud. GKE stores the Participants' personal data for as long as the Competition lasts.

At consent of the Participant, the personal data (being name, surname, address and email-address), which are entered during the registration of the Participant's participation in the Competition or which GKE receives in any other way in reference of the Competition, will be further stored in the database of GKE after the expiration of the Term and possibly linked to the social media-account of the Participant (for example, Facebook®). These personal data can be used by GKE for making coordinated offers to the Participant or for displaying the Participant coordinated communications on social media (for example, Facebook®) or display advertising. When consent has been granted for sending the Participant GKE's brochures, then these abovementioned personal data can be processed to adjust the brochures to the interests of the Participant and to display interesting offers for this Participant.

Personal data of Participants processed by GKE can be inspected, corrected, deleted by GKE at any time and/or the use of this personal data can be objected to at any time by the Participant to whom the personal data belongs. To object against the use of his/her personal data, the Participant has to send a notification hereof to the following e-mail address: info@kanziapple.com. The revocation of the Participants' permission has the consequence that (i) the personal data will be deleted immediately and that (ii) the Participant can no longer participate in the Competition. The personal data will not be transferred to, nor stored, nor processed outside the EU. The personal data controller is GKE. GKE shall comply with the Organic Law 3/2018, of 5 December on the Personal Data Protection and the European General Data Protection Regulation (2016/679) in the processing of personal data collected in the Competition, especially in regard of the attention of the exercise of the rights of information, access, rectification, portability, erasure and restriction of personal data of the Participants.

6. Liability

GKE does not accept any liability for any loss (direct or indirect) which the Participant in the Competition may suffer as a result of his/her participation in the Competition or which results from or is otherwise related to the Competition, such as (non-exhaustively and for the purpose of example only): any damage as a result of failures in its network, computer hardware or software of any nature whatsoever which may result in the loss of the Participant's entry or delays, the loss resulting from, or otherwise related to the changing or termination of the Competition, for any faults and/or shortcomings in the prize as a result of any damage(s) caused during its shipment (e.g. delay, strike, damage or loss), any additional expenses the winning Participant may or should make in relation to the participation in the Competition and/or the acceptance and use of the prizes, etc., except for any (direct or indirect) damage due to a directly attributable culpable fault by GKE. Kanzi® is a registered and deposited trademark. Nothing pertaining to the content of the Competition and/or publication may be reproduced or published without the explicit written authorisation from GKE.

7. Correspondence and complaints

No correspondence (letters, mails and/or telephone calls) will be entered into about the Terms and Conditions, the organisation and/or result of the Competition, the prizes or the method of distribution of the prizes (with exception to paragraph 11 of the Terms and Conditions). All additional announcements and/or publications and/or direct mailing in relation to the Competition will be considered valid items of the rules. With regard to the Terms and Conditions and the applicable law of the Competition, all decisions of GKE in reference to the Competition are final, binding and non-appealable.

In the event of any argument in reference to the course of the Competition and/or the awarding of the prizes, all complaints hereto have to be conveyed upon GKE in writing at info@kanziapple.com. In case the complaint is conveyed by a winning Participant, then this complaint has to be submitted to GKE within five working days after having received the notification by GKE of the winning of the prize(s). The independent and impartial jury will deliberate about said complaint, make a decision hereon and communicate this decision within five working days in writing after said decision was taken by said jury.

8. Applicable law – competent court

The Competition and the Terms and Conditions are governed by Italian law. In the case of any (legal) dispute or argument, only the courts of the district of Rome will be competent hereto.