

RULES FOR THE PINK LADY® 2023 "ADOPT A TREE" PRIZE DRAW COMPETITION

ARTICLE 1 - Organising company

The PINK LADY® EUROPE ASSOCIATION, a company registered with the RCS (Trade & Companies Registry) under the number 421 352 550 00048, of which the registered office is located at 145 avenue de Fontvert, 84130 LE PONTET (hereinafter referred to as the "**organising company**"), is organising a prize draw competition (hereinafter referred to as the "**competition**"). It is a prize draw competition with no obligation to purchase.

ARTICLE 2 - Duration of the competition

The game will run from 27/02/2023 at 0:00 to 16/04/2023 for Norway, Belgium and Ireland.

The game will end on 16/04/2023 at 23:59 (local time).

The game will run from 13/03/2023 at 0:00 to 30/04/2023 for Germany.

The game will end on 30/04/2023 at 23:59 (local time).

After this date, it will no longer be possible to take part in the competition. In order to check compliance with the deadline, the date of receipt of the data, recorded electronically on the servers of the organising company, shall apply.

ARTICLE 3 - Terms and conditions of participation

The competition is open to any natural person of adult age residing in the following countries: **Norway, Germany, Belgium and Ireland**.

With the exception of the staff of the Organising Company, as well as employees of the companies involved in organising the competition and their respective families (partners, spouses, children, parents, brothers, sisters).

Access to the competition is limited to **one (1) entry** per name, email address and per household.

Participation in the game is subject to registration on the website

- Norway: www.adoptremeg-pinklady.com
- Germany: www.werdebaumpate.de
- Belgium: www.adopteunarbre.be
- Irlande: www.adoptatree-pinklady.com

(hereafter the "**website**") by reading the game URL available on the back of Pink Lady® apple punnets, via advertising elements in stores taking part in the campaign, as well as on the pinkladyeurope.com website, the Pink My Life loyalty club, the brand's social networks, or via the Pink My Life newsletter and partner influencers.

Apart from applicable connection rates related to the transmission method chosen by the participant (mobile phone, Internet), participation is free. It does not generate any subsequent costs.

In order to take part in the competition, participants must:

Visit :

- Norway: www.adoptremeg-pinklady.com
- Denmark: www.adopteretrae-pinklady.com
- Germany: www.werdebaumpate.de
- Irlande: www.adoptatree-pinklady.com

between 27/02/2023 at 0:00 and 16/04/2023 for Norway, Ireland and Belgium; between 13/03/2023 and 30/04/2023 for Germany

1 - Click on the "Enter draw" button on the homepage. Complete the online entry form by filling in all the following mandatory fields: last name, first name, sponsor's name, street, postcode, city, email address, where you found out about the sponsorship (drop-down list), and agree to the terms and conditions.
 2- Confirm their participation by clicking on "Confirm entry" to enter the draw, and possibly win a chance to sponsor a tree, or an orchard trip at the end of the game, i.e. on 30/04/2023.

500 winners will be drawn from among all the participants who have confirmed their entry and received the confirmation email to win a chance to sponsor of a tree.

A draw will be made among the 500 winners of a tree sponsorship to try to win a trip to Pink Lady® orchards.

Participants are themselves responsible for the accuracy of the data entered. Any entry or registration that is incomplete, does not comply with the conditions for participation as explained in these rules, or which has been falsified, not validated, sent after the deadline or in any other form other than that stipulated above, or which contains incorrect or false information will not be accepted and will be deemed null and void.

In the event of a claim, it is up to the participants to prove that they have behaved in accordance with these rules. The participants authorise the organising company to carry out any necessary checks concerning their identity or home address.

The organising company reserves the right to bar participants from the competition for serious reasons and from claiming the prizes awarded, in particular if it has good reason to suspect that inaccurate information has been provided, or if these rules have been tampered or not-complied with or if there has been any other illegal behaviour by the participant likely to unduly harm the image of the organising company. In this case, the prize shall as of rights remain the property of the organising company, which may use it as it sees fit and in particular draw another winner at random.

ARTICLE 4 - Terms and conditions, selection of the winner, running of the competition

The following will be drawn at the end of the game, depending on the country:

- **Norway:**
 500 sponsors of 500 apple trees from among all Norwegian participants who confirm their participation.
 1 winner of 1 trip to Italy from the 500 winners above.
- **Germany:**
 500 sponsors of 500 apple trees from among all German participants who confirm their participation.
 1 winner of 1 trip to Italy from the 500 winners above.

• Ireland:

500 sponsors of 500 apple trees from among all Irish participants who confirm their participation
1 winner of 1 trip to France from the 500 winners above.

• Belgium:

500 sponsors of 500 apple trees from among all Belgium participants who confirm their participation
1 winner of 1 trip to France from the 500 winners above.

Following the draw, the winners will be informed of the result by a confirmation email sent to the email address duly entered on the form, and it will be the only one to prove the registration. Photos, screen prints and any other image preservation techniques cannot be used to validate the sponsorship.

If at the end of the game, i.e. on 30/04/2023, all trees have not been sponsored, the organising company reserves the right to organise a redraw via other channels over a period that will finish no later than 15/05/2023, or not to award them.

The draw will take place on 03/05/2023 under the supervision of a judicial official, and from among all the entries that comply with the present rules in order to select the winners of the 2,000 sponsorships and 4 orchard trips.

The organising company may not be held liable should it be impossible to award prizes in the event of incorrect or incomplete information being entered, in the event of it not having been informed of a change to the information, or in the case of an event that is beyond its control. Should it be impossible to send the announcement of the prize within two weeks of the winning notification, the organising company is not obliged to carry out any further searches.

The Organizing Company reserves the right to communicate the winner's personal data to the partner in charge of organising the competition, so that the latter may contact the winner regarding the prize-giving.

ARTICLE 5 – Prizes in the draw

Participants who are drawn to sponsor a tree will be awarded the following prizes :

- > 1 prize sent by post to the address provided, which will consist of 1 Pink Lady® recycled PET shopping bag worth €3 including tax + 1 plantable seed bookmark worth €1 including tax + 1 A4 paper sponsorship certificate + 1 campaign print newsletter
- > 4 newsletters sent by email in May, July, September and November 2023
- > 1 invitation by email to come and harvest apples on Saturday 28th October 2023 in the selected orchard (transport costs, accommodation, food and additional activities not included). Should they come, winners will be given 1 four kg-tray of Pink Lady apples they will pick themselves, as well as a wooden sign with their name on it.

The Organising Company reserves the right to change the date of the harvest and will inform participants by email. Participants may visit the orchard following confirmation of their registration in the invitation email, and undertake to respect relevant rules.

The 4 participants (1 per country) drawn for the orchard trip will be awarded the following prizes:

> 1 3 day/2 night-stay for 4 people including half-board accommodation, transport and car hire to the Pink Lady® orchard where the sponsored tree is located, worth a maximum value of €2,000. This prize does not include all the incidental costs and personal expenses of the participants as well as their excursions and activities. The time and date cannot be modified, and will be sent to you by Pink Lady® in a dedicated email

The Organising Company reserves the right to change the date of the harvest and will inform participants by email. Participants may visit the orchard following confirmation of their registration in the invitation email, and undertake to respect relevant rules.

All the illustrations and photos presented on the various communication media are non-contractual and may therefore be different from reality.

The winner undertakes to accept the prize as offered without having the possibility of exchanging it, in particular for cash, other goods or services of any kind whatsoever, nor of transferring the winnings to a third party. Likewise, this prize may not be the subject of a claim for consideration.

If it appears after the winner's file has been compiled, that there is any doubt as to the accuracy of any part of the contact details provided by the winner, the Organising Company reserves the right to request any documents which prove their names, address and email address. Failing this, the prize shall not be awarded.

Should the winner not be able to use his/her prize for any reason whatsoever, the prize will remain the property of the Organising Company and will not be awarded to any other participant.

Under no circumstances may prizes be taken back, exchanged for their value in cash or for another prize, nor may they be transferred to third parties. Winners may not contest the prizes that they have won in any way. The winners undertake not to question the liability of the Organising Company with regard to the prizes.

In the event of force majeure or if circumstances so require, the Organising Company reserves the right to replace the prizes by prizes of the same value. It may not be held liable as a result.

The Organising Company may not be held liable for any incident which may occur during the use of the prize. It may not be held liable should it be impossible for a winner to use his/her prize.

"The organising company" reserves the right, in the event of the occurrence of an event beyond its control, in particular concerning its suppliers or as a result of unforeseeable circumstances, to replace the prize which has been announced by a prize of an equivalent value. The winner will be kept informed of any changes.

ARTICLE 6 - Discontinuation or interruption of the competition

The organising company may at any time stop, extend or postpone the competition if it appears or if there is a serious suspicion, that fraud has occurred in any form whatsoever (implementation of an automated response system, unusual winning rate, etc.), in particular by computer or telephone as part of the participation in the competition, and in particular in the event of wrong information having been provided. The same applies if the smooth administrative and/or technical running of the competition is

disrupted by a virus, computer or telephone bug, unauthorised human involvement or any other cause beyond the control of the organising company. In this case, it reserves the right not to award the prize.

No legal claim may be made against the organising company in the event of the competition being stopped or interrupted. The organising company reserves the right to prosecute the perpetrators of any disruption before the competent courts.

ARTICLE 7 - Limitation of liability

The organising company is fully liable in the event of intentional and grossly negligent behaviour as well as any prejudice resulting from harm to life or limb or to health, including if this was caused by its companies, employees and workers.

It may not be held liable in any other way, on any grounds whatsoever, except in the event of non-compliance with an essential contractual obligation (cardinal obligation). A cardinal obligation is deemed to be any obligation stipulated in the contract without which the required objective cannot be achieved and which the contracting party could legitimately expect to be met. In such a case, liability is limited to typical foreseeable damage.

The organising company may not be held liable for any loss of data, particularly during data transmission or for any other technical faults. It is the responsibility of each participant to take all appropriate measures for protecting their software and terminals against viruses and other technical attacks. All of the organising company's sites are protected by robust technical systems against technical attacks as well as against the intrusion and dissemination of viruses by third parties.

The organising company may not be held liable for any incident which may occur during the use of the prize. It may not be held liable should it be impossible for a winner to use his/her prize. The Organising Company reserves the right, without it being possible for it to be held liable, which the participants accept, not to award a prize to any winner whose public statements - made in particular but not exclusively on social networks - may be contrary to public order and common decency and which in particular constitute incitement to commit crimes or offences, to engage in discrimination, hatred or violence, on the grounds of race, religion, gender or sexual orientation, ethnicity or nationality, advocating Nazism, denial of the existence of crimes against humanity, undermining of the authority of the courts, defamation and insult, invasion of privacy, or acts which endanger minors, as well as any comments relating to prohibited objects and/or works, messages of a defamatory, rude, offensive, or violent nature or which break current laws, messages about tobacco, alcohol and drugs which do not comply with current legal provisions, messages inciting the use of prohibited substances or suicide, or any dangerous behaviour, messages which infringe the rights of others and the safety of people and property in breach of the private nature of correspondence, which contain nude scenes, or which contain a message that directly or indirectly promotes any opinion, ideology or religion whatsoever, with this list not being exhaustive. More generally, the Organising Company reserves the right, without it being possible for it to be held liable in this respect, which the participants accept, not to award the prize to any winner whose public statements could, directly or indirectly, cause any damage whatsoever to the image of the Organising Company, its products and/or services or its brands.

Participants are informed that if the Organising Company is alerted by any means whatsoever about such remarks, it is at liberty to disqualify the person in question, refuse to allow him/her to be selected as the winner and refuse to present him/her with the prize (in this eventuality, the prize shall remain the

property of the Organising Company, which may use it as it sees fit). If necessary, the Organising Company shall hand over the disputed contents to the administrative or judicial authorities.

The Organising Company may not be held liable if, due to force majeure or any event beyond its control, the Competition were to be cancelled, extended, shortened, modified or postponed.

Any change will be announced in advance by any appropriate means. Additions and changes to the rules may then be published during the Competition. They will be considered as appendices to these rules.

The Organising Company may also not be held liable for any malfunction which prevents the smooth running of the Competition or which has damaged the Participant's computer system or for the incorrect routing of e-mails by the operators.

It is the responsibility of each Participant to take all appropriate measures for protecting their own data and/or software stored on their equipment (computer, mobile phone...) against any attack.

The Organising Company may not therefore be held liable for any material or immaterial damage caused to a Participant, to their computer and/or telephone equipment and to the data stored therein, or for any direct or indirect consequences which may result therefrom, in particular with regard to their personal or professional business. Participants are fully responsible for their logging in to the Competition site and for their participation in the Competition, and are responsible for protecting their own data, software and computer and telephone equipment against any attack. Participation in the Competition implies knowledge and acceptance of the characteristics and limitations of the Internet, the lack of protection of certain data against possible misuse and the risks of contamination by viruses which may be circulating on the Internet.

The Organising Company may not be held liable for delays, losses, thefts, damage to letters, poor legibility of postmarks caused by the postal services. It may also not be held liable and no legal action may be taken against it in the event of the occurrence of force majeure events (strikes, bad weather, etc.) which partially or totally deprive participants of the opportunity of participating in the competition and/or the winners of benefitting from their winnings.

The Organising Company may cancel or suspend all or part of the Competition if it appears that fraud has taken place in any form whatsoever (implementation of an automated response system, unusual winning rate, etc.), in particular by computer or telephone as part of the participation in the competition, and in particular in the event of wrong information having been provided. In this case, it reserves the right not to award the prize to fraudsters and/or to prosecute the perpetrators of such fraudulent acts before the competent courts.

The Organising Company as well as its partners may not under any circumstances be held liable for any incidents which may occur during the use of the prizes by the beneficiaries or their guests once the winners have taken possession of them.

In all cases, if the smooth administrative and/or technical running of the Competition is disrupted by a virus, computer or telephone bug, unauthorised human involvement or any other cause beyond the control of the Organising Company, then the Organising Company reserves the right to interrupt the Competition.

ARTICLE 8 - Protection of personal data

As part of their participation in this competition, and in general, during their communication with the organising company, participants are 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 processed by computer by the organising company.

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

If the participants have also registered to receive the Pink Lady® newsletter, their personal data may be used by the organising company or the companies linked to it for direct advertising purposes, for sending offers based on the analysis of uses and which target areas of interest, for the organisation of competitions, by e-mail, and in order to enable statistical studies, analyses and audience ratings to be carried out (hereinafter referred to as "**use for advertising purposes**"). However, personal data shall only be used for advertising purposes if the participant has given his or her express consent prior to entering such data. Participation in the competition is not conditional on consent having been given for personal data to be used for advertising purposes. Consent may be withdrawn at any time by writing to the organising company. Participants may continue to participate in this competition even after withdrawing consent.

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

Participants are informed that when they enter the site, a cookie will be stored on their computer's hard drive. This is a small computer file which records browsing activities on the site. Cookies are used to identify the participant in order to enable him/her to access information more quickly, by avoiding the need to re-enter the information. Under no circumstances may such cookies damage the data in the participant's computer. Participants may object to this cookie being placed on their hard disk by disabling this function in their browsing software. If this function is disabled, participants are still able to enter the site and participate in the competition.

Any participant attending the harvest in the orchard gives up his or her image rights to the organising company for use on any medium of his or her choice. However, participants may refuse to be photographed on the day of the event by making a prior written and signed request

ARTICLE 9 - Legal basis, data collected, storage period, rights of the participant

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

Participants are entitled at any time to view the personal data concerning them, to have it corrected, deleted or erased. In addition, participants are entitled to limit the processing and to their data being portable as well as being entitled to refuse automated decision-making, including profiling. Participants are also entitled to withdraw at any time the consent that they have given for their personal data to be processed. Participants are entitled to issue instructions on the use of their data after their death. In order to exercise this right, the organising company must be contacted in writing. Should any participant (member) not be satisfied with the correspondence, they are entitled to lodge a complaint with the National Commission for Information Technology and Civil Liberties (CNIL).

As part of their participation in the Pink Lady® competition and, in general, the correspondence with Pink Lady® Europe, participants are required to provide a certain amount of personal data concerning them.

This data is processed by the Pink Lady® Europe association, whose contact details are shown at the beginning of this document.

The legal basis for this processing is:

The performance of a contract for managing the participant's participation in the Pink Lady® competition.

The legitimate interest and, where applicable, the consent of the participant for the enrichment and enhancement of the customer/prospect base, the development of Pink Lady® offers and in particular the provision of customised offers based on the analysis of uses, the organisation of prize draw competitions, the performance of statistical studies, analyses and audience ratings, information provided to the member through, in particular, the distribution of the Pink Lady® newsletter.

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 participants optimal use of the benefits of the prize draw competition and to enable Pink Lady® to tailor its offers and keep participants informed.

DATA COLLECTION:

The types of data which are collected are:

Identity data (surname, first name, title),

Contact data (postal addresses, email address, telephone number),

Log-in data (IP address, date and time of participation)

Authentication data (encrypted password),

Data relating to the use of the unique Pink codes and the operation of the Pink Lady® member's account (IP address, date and time of entry of each unique code, data relating to the orders, number of Pink points to date, whether they are active or expired, data relating to the administration of the member's account, particularly in the event of it being blocked, data relating to affinity interests (hobby) or family circumstances (number and age of children) with a view to providing suitably adapted offers).

The duration of the processing of personal data is:

- For competition participation data: 90 days from the draw date
- For contact data: 90 days
- For mailing list subscription data: 3 years

For the data necessary for performing the Contract:

the duration of performance of the Contract, beyond:

- for 5 years as proof of the civil contract,
- for 10 years as part of the accounting requirements.

Pink Lady® Europe will only keep this data for the time necessary for the purposes set out above. The data will therefore be kept for the following periods:

Members are entitled to access, correct, erase and object to personal data concerning them at any time, to limit the processing of such data and to their data being portable as well as being entitled to refuse automated decision-making, including profiling. Members are also entitled to withdraw at any time the consent that they have given for the processing of their personal data. Finally, members are entitled to issue instructions regarding the fate of their data after their death. In order to exercise this right, they need only send a letter or an email to the following address: Pink Lady® Europe, 145 avenue de Fontvert, 84130 Le Pontet, France; customerservice@pinkladyeurope.com along with proof of identity. Should any member not be satisfied with the correspondence, he or she is entitled to file a complaint with the National Commission for Information Technology and Civil liberties (CNIL).

Article 10: Industrial and intellectual property

Any unauthorized reproduction, whether total or partial, of these trademarks, logos and signs constitutes an infringement punishable under criminal law.

All trademarks, logos, texts, images, videos and other distinctive signs reproduced on the site as well as on the sites which are accessible from this site via hypertext links, are the exclusive property of their owners and are protected as such by the provisions of the Intellectual Property Code which are applicable worldwide. Any unauthorised reproduction of them constitutes an infringement punishable under criminal law.

By taking part in this competition, participants accept these rules fully and completely.

Article 11: Agreement on evidence

By express agreement between the participant and "The organiser", only the computer systems and files of "The Organiser" shall provide authentic evidence.

The computerised registers, which are kept in the computer systems of "The organiser", under conditions which offer reasonable security and reliability, are considered proof of the interaction and communications between the Organising Company and the participant.

It is consequently agreed that, except in the case of an obvious error, "The organiser" may invoke, in particular for the purpose of providing proof, any act, fact or omission, programs, data, files, recordings, operations and other details (such as progress reports or other statements) of a computer or electronic nature, format or version, which have been compiled, received or kept directly or indirectly by "The organiser", in particular in its computer systems.

The details in question thus constitute proof and if they are produced, as evidence by "The organiser" in any legal or other proceedings, they will be admissible, valid and enforceable between the parties in the same way, under the same conditions and with the same probative value as any document which may be drawn up, received or kept in writing.

Operations of any kind carried out using the log-in and code allocated to a participant, following registration, are irrefutably presumed to have been carried out under the participant's responsibility.

Article 12 - Other provisions

The organising company reserves the right to rule without appeal on any difficulty which may arise in connection with the interpretation or application of these rules, with it being understood that in particular no competition conditions, results, winnings or their receipt, may be disputed once one month after the end of the competition has elapsed. Except in the case of obvious errors, it is agreed that the information contained in the competition systems of "The organiser" has probative value in any dispute concerning the log-in and computer processing details of such information regarding the competition.

The rules in full can be viewed free of charge on the Site or by writing to the address of the Organising Company.

The Organiser reserves the right, without it being possible for it to be held liable, to shorten, postpone, modify, extend, or cancel the competition, its rules and prizes, if circumstances so require.

Any changes which may be made to these rules will be considered as amendments to these rules, and may be consulted on the Site under the same terms and conditions.

In these cases the participants or any other person may neither demand to be informed on an individual basis nor claim interest or damages.

The terms and conditions of the game were filed with the SAS EXADEX (DURROUX-LANÇON-SCHUYTEN-GEORGET-MATHIEU), bailiff in MONTPELLIER, at 161 rue Yves Montand, Parc 2000. The terms and conditions may be found on the following website :

- Norvège : www.adoptremeg-pinklady.com
- Belgique: pinklady-adopteunarbre.be
- Allemagne : www.werdebaumpate.de
- Irlande : www.adoptatree-pinklady.com

and can be sent free of charge to the address of the participant on simple written request.

February 2023