

## **Preamble**

The company GSC VANS THEAULT, hereinafter referred to as "THEAULT", whose registered office is located at Z.A de Maudon 50300 Ponts - FRANCE, and registered with the RCS of France under number 409 751 542, is organising a free competition with no obligation to buy in collaboration with the Renteo platform. By taking part in this competition, entrants will have the chance to win 1 ticket to the Paris Olympic Games (team show jumping qualifying event for the Paris 2024 Olympic Games, on 1 August at the Château de Versailles), 1 weekend's rental of a THEAULT truck via Renteo and 1 pack of Theault & Renteo goodies. Participants must like the competition post, comment on "I'm taking part" and be a subscriber to the Theault Deutschland and Renteo Deutschland Facebook accounts or the Theault Deutschland and Renteo Deutschland Instagram accounts. To increase their chances, they can also subscribe to the Theault Deutschland and Renteo Deutschland Facebook and Instagram accounts.

The game is developed and managed by THEAULT.

This document is the rules of the game, hereinafter referred to as the "Rules". They may be supplemented and/or amended at any time during the duration of the game, by any additional clause which will come into force solely as a result of its publication by THEAULT.

Any person is deemed to have read, understood and accepted, without reservation, the Rules in their entirety, and in particular the article relating to personal data, as soon as they access and register for the game.

All of the aforementioned documents are available and accessible to all users and participants for the duration of the game. Users and participants are asked to make a backup copy and/or print out all of the aforementioned texts so that they can refer to them if necessary.

## **Article 1: Access conditions**

**1.1.** Participation in the game is open to anyone meeting the cumulative conditions below:

- a natural person of full age ;
- holds a valid German driving licence;
- has valid motor insurance;
- lives in Germany.

THEAULT will, within the limits of the means at its disposal, verify compliance with these criteria. If one of these criteria is not met, registration for the game will not be validated.

**1.2.** Participation in the game is limited to one entry in the prize draw as detailed in article 2 below.

**1.3.** Access to the game is forbidden to employees of G.S.C THEAULT and to any natural person or legal entity having collaborated or collaborating in the organisation of the game, including members of their immediate families (e.g. spouse, partner, child, sister and brother, parent, PACS partner).

## **Article 2: Participation**

**2.1.** The game is open to anyone who meets all the conditions mentioned in article 1.1 above, with the exception of anyone mentioned in article 1.3. To enter the prize draw and try to win one of the prizes at stake in article 3.1, all participants must have carried out the actions mentioned below:

- Like the competition post;
- Comment on the competition post, indicating "I'm taking part";
- Be a subscriber to the Theault Deutschland and Renteo Deutschland Facebook accounts and/or the Theault Deutschland and Renteo Deutschland Instagram accounts;
- Game accessible from 2 April to 31 May 2024;
- Read, understand and accept without reservation the Rules of the game.

Registration for the prize draw is only effective once these stages have been completed. It is understood that each participant undertakes to reveal correct information about him or herself. THEAULT declines all responsibility in the event that a participant uses false data, or even usurps the identity of a third party.

**2.2.** Participation in the game will only be valid if the information requested by THEAULT is complete and correct. Any entries made using incorrect or falsified information or via forged or falsified forms will forfeit any right to obtain any winning prize.

**2.3.** All participants undertake to comply with the Rules. Any breach of the Rules by the Participant, and in particular any fraud, abuse or cheating on his/her part, may result in his/her exclusion from the game by decision of THEAULT. Furthermore, in the event of abuse or cheating by one or more participants, THEAULT reserves the right to modify or terminate the game without prior notice, in particular if the integrity of the game is called into question.

### **Article 3: Determining the winners - award of prizes**

**LOT :** By taking part in this game, from April 2 to May 31, participants have a chance to win one (1) place for the Paris 2024 Olympic Games team show jumping qualifying event on August 1, 2024 at the Château de Versailles, one (1) weekend rental of a THEAULT truck via Renteo and one (1) pack of Theault & Renteo goodies.

**3.1.** The winner will be determined by drawing lots among all participants. Participants may not claim any compensation or consideration whatsoever in the event of cancellation or loss other than any consideration offered by the organizer. The prize offered may not be contested in any way whatsoever, nor may its cash value be returned, nor may it be exchanged or replaced for any reason whatsoever by THEAULT. If circumstances so require, THEAULT reserves the right to replace the prizes with others of equivalent value.

**3.2.** THEAULT will inform the winner by private message on the day of the draw, Monday June 03, 2024. On this occasion, the winner will be informed of the procedures for taking possession of their prize.

In the event of failure to return the prize, the winner will forfeit the prize, without THEAULT being held liable or owing any compensation whatsoever. Delivery of the prizes will take place when the truck is delivered to the customer.

Notwithstanding the foregoing, the organizing company also reserves the right to keep the prizes that should have been awarded to the defaulting winner and to dispose of them as it sees fit.

### **Article 4: Modification/stoppage of the game**

**4.1.** THEAULT reserves the right to shorten, extend, modify or cancel the game in the event of a case of force majeure which would make it impossible to continue the game in accordance with the provisions of the Rules and in particular in the event of malfunction of the Internet network (whether due to a virus or not), platforms or any other problem related to (tele)communication networks, resources and services, computers (online or offline), servers, Internet access and/or hosting providers, computer equipment or software, data or databases.

**4.2.** In the event of such a cancellation, modification, extension or reduction in the duration of the game, THEAULT undertakes to notify participants by e-mail and/or by publication on the platform via the dedicated application and, where applicable, to inform them of the new rules applicable or the new closing date of the game. In the event of modification of the present Rules with regard to the foregoing, continuation of the game by registered participants will be deemed to constitute acceptance of the modifications made, each participant having the option of unsubscribing from the game by contacting THEAULT.

**4.3.** In the event of modification of the conditions of the game, cancellation, interruption or reduction in the duration of the game, THEAULT may not be held liable and participants may not claim any compensation, which they accept.

**4.4.** Finally, each Participant accepts that THEAULT may terminate or modify the game at any time in the event that it becomes aware of a significant number of abuses or cheating, whether at the time of registration or during the game itself. Participants will be notified of the cancellation or modification of the game by publication on the platform or by any other means THEAULT deems appropriate.

### **Article 5: Disclaimer and limitation of liability**

THEAULT shall not be liable for any damages, direct or indirect, whatever the cause, origin, nature or consequences, even if it has been advised of the possibility of such damages, caused by reason of :

- a malfunction of the Internet network or computer equipment, including the platform and application (hardware and/or software and/or databases and/or data) of a Participant or any person or company involved in the organization of the game or, more generally, any other problem related to networks, means and services of (tele)communications, computers (online or offline), servers, Internet access and/or hosting providers, computer equipment or software, databases and data of anyone;
- the truthfulness of the information provided by the Participant, and that it could not validly consider as not complying with the provisions of these rules and Conditions of Use with regard to the information and means in its possession;
- any manufacturing defect, breakdown or other malfunction, the compliance of the prizes with any standards to which they may be subject, or the safety of use of the tickets offered (under normal conditions of use) which are not its own products.

THEAULT declines all responsibility for damage caused by events beyond its control, resulting from the use of the audience tickets, or from the services of a supplier.

### **Article 6: Participation fees**

The game is free, with no obligation to buy.

The rules are available to participants free of charge at [www.theault.com](http://www.theault.com). For participants accessing the rules of the game via a modem and using a telephone line billed according to the time spent - i.e. excluding cable, ADSL or specialized connection subscriptions and packages including or offering communication costs - the costs of connecting to the site incurred for participation in the game will not be reimbursed to participants.

## **Article 7: Disputes**

In the event of a dispute or claim concerning the game for any reason whatsoever, requests must be sent in writing to the attention of THEAULT by post to the address given in the preamble, during the duration of the game and no later than sixty (60) days after the winners have been announced.

In the event of any dispute or claim concerning the prizes awarded, requests must be made in writing to the attention of THEAULT, by e-mail to [communication@theault.com](mailto:communication@theault.com) or by post to the address given in the preamble within seven (7) days of receipt of confirmation of the prize.

Each participant undertakes, in the event of any difficulty that may arise concerning the application or interpretation of the Rules, to seek amicable settlement with THEAULT before taking any legal action against the latter.

The Regulations are governed by French law. In the event that no amicable solution is found between the participant(s) and THEAULT, any dispute arising from these Rules will be submitted to the ordinary courts of France.

## **Article 8: Personal data**

In accordance with the provisions of the RGPD law of April 27, 2016 on the protection of persons with regard to the processing of personal data, files and freedoms, and all texts relating to the implementation of the provisions set out therein, the participant is informed that all information requested within the game registration form is mandatory, and mentioned as such, and that failure to answer these questions by the participant will prohibit him from participating in the game.

The data collected is strictly necessary for the successful completion of the game. Any use for purposes other than those set out in these Rules must be expressly authorized by the participant. By participating in the game, the participant accepts the Rules and the collection of said data. The data will be deleted within 3 months of the end of the game, unless the participant expressly agrees otherwise.

THEAULT may publish and reproduce on the platform the image, voice recording and name of the winner.

Consequently, the data collected will be transmitted solely to THEAULT in its capacity as organizer of the game based in France.

Any Participant also has the right to access, rectify, block and delete data concerning him or her by contacting THEAULT directly by e-mail at [communication@theault.com](mailto:communication@theault.com) or by post at the address given in the preamble.

It is specified in this respect that any request for deletion of this data by any means whatsoever during the duration of the game may result in the cancellation of registration for the game.

In the event that the participant expressly states his/her wish to receive the THEAULT Newsletter, the data transmitted will then be collected by GSC THEAULT for the purposes of surveys, analyses or within the framework of commercial operations by GSC THEAULT, its subsidiaries, its sales network and/or any company offering a service on behalf of THEAULT.

## **Article 9: Electronic evidence agreement**

THEAULT may rely, in particular as proof of any act, fact or omission, on programs, data, files, recordings, operations and other elements of a nature or in computer or electronic format or support, established, received or stored directly or indirectly by it or the participants, except in the case of abuse or obvious error. Participants undertake not to contest the admissibility, validity or probative value of the aforementioned elements in computer or electronic format or support. Thus, the elements considered constitute proof and, if they are produced as means of proof by GSC THEAULT in any litigation or other proceedings, they will be admissible and opposable between the parties in the same way, under the same conditions and with the same probative force as any document that would be established, received or kept in writing.

## **Article 10: Submission of the rules**

The French version of these rules has been filed with GSC THEAULT at Z.A Maudon 50300 Ponts - France and is available free of charge on the website [www.theault.com](http://www.theault.com).