## **"PETZL LIGHTS UP YOUR LIFE" COMPETITION RULES**

#### **1. THE ORGANISER**

This free no-purchase necessary competition "Petzl lights up your life" (original title in French: "*Petzl illumine votre quotidien*") is being organised by Petzl Distribution ("Petzl"), *société par actions simplifiée*, with a capital of 688,440 Euros, registry no. 388 381 642 on the Grenoble trade register, situated at Zone industrielle, 105A 38920 Crolles Cedex, France.

### 2. TERMS OF ENTRY

This Competition is open to everyone over the age of majority with a valid Facebook account, except those living in Italy and/or of Italian nationality, as well as employees of Petzl, their families and anyone directly or indirectly involved in arranging, organising and running the Competition, as well as their close family members.

### **3. DATES AND ENTRANTS**

The Competition will take place on Facebook, between 9 February and 21 March 2017.

For the purposes of this competition, "entrant" shall mean the members of a household living at the same address, with the same family name. Only one entry per person per Competition is allowed, each Entrant being identified by their Facebook profile.

### 4. ORGANISATION AND RULES OF COMPETITION

Entrants must post a photo comment on the Petzl post announcing the competition on <u>www.facebook.com/petzl</u>, between 9 February 2017 and 5 March 2017. Entries are open from 1 pm on 9 February and will close at midnight French time on 5 March 2017.

The photograph shall reflect the theme of this Competition: "**Petzl lights up your life**" (original title in French: "*Petzl illumine votre quotidien*").

Entrants confirm and warrant that they are the sole author of the photograph entered in the Competition and that they have the prior permission of any persons pictured in said photograph.

Note that it is not necessary to have a Petzl head torch to be able to enter the Competition. Furthermore, "still" photographs are accepted only, not ".gif" animated images.

Entrants must also read and take note of these rules.

#### **5. SELECTION OF WINNER**

A shortlist of photographs will be selected on 6 March 2017.

Then, on 8 March, a panel consisting of 4 Petzl members of staff will select 10 photographs on the basis of a number of criteria, including in particular the quality and originality of the photograph, whether it illustrates the theme and if it is taken at night or in the dark.

The authors of the 10 photographs will be the finalists in this Competition and Petzl will contact them by Messenger (Facebook messaging service) on 9 March to let them know. They will then have until 11 March 2017 to reply and accept their nomination as finalists in the "Petzl lights up your life" (original title in French: "*Petzl illumine votre quotidien*") Competition. Failing this, Petzl reserves the right to eliminate the finalist(s) concerned, and contact other Entrants who have satisfied the selection criteria. Petzl cannot be held liable for being unable to contact the finalist(s).

Entrants who agree to be finalists will be sent an agreement providing for the free assignment of their copyrights to Petzl, and undertake to sign this agreement so that Petzl can use the photographs for its commercial purposes.

All the photographs selected by the panel will be published on the Petzl Facebook page on 13 March 2017 for selection by the public. This selection process will take place between 2 p.m. on 13 March 2017 and 5 p.m. on 20 March 2017, French time, and the ranking will be determined on the basis of the number of "likes" the finalist photographs receive.

The finalists will then be contacted by Petzl via Messenger on 21 March 2017 to be informed of the final result of the voting. This will also be announced on the Petzl Facebook page. The winners will then have until 28 March 2017 to claim their prizes, failing which they will cease to be eligible and the prizes will be reallocated.

Once again, Petzl cannot be held liable if it is unable to contact the winners.

## 6. GENERAL INFORMATION

By entering the Competition, entrants fully accept these rules. The decision of Petzl is final in any disputes that might arise.

Such disputes shall only be considered within a period of one month from the closing date of the Competition.

Entrants cannot challenge Petzl's decision if their entry is considered invalid.

If Entrants are unable to enter the Competition or alter the information provided due to a technical problem, for any reason whatsoever, Petzl cannot be held liable for any loss arising for the Entrant(s) concerned.

Petzl cannot be held liable if it becomes impossible to organise the Competition under the conditions initially stipulated for reasons beyond its control (accident or force majeure or any other event it considers relevant).

By entering the Competition, entrants unconditionally agree to receive commercial or other information from Petzl.

Winning Entrants unreservedly authorise Petzl to use their full name in any announcements made, without being able to claim any payment, rights or benefits of any kind other than their prize. Entrants are informed that the personal information they are asked to provide is required for the purposes of managing their entry in the Competition.

At the end of the Competition, and in accordance with the provisions of article 26 of the French data protection act no. 78-17 of 6 January 1978, Entrants have a right to access and correct data held about them and can ask for their details to be removed from such a list, by writing to Petzl Distribution, "Petzl lights up your life" (original title in French: "*Petzl illumine votre quotidien*") competition, Zone industrielle, 105A 38920 Crolles Cedex, France.

Petzl reserves the right to temporarily or permanently disqualify any Entrant whose conduct affects the organisation of the Competition.

These rules are freely accessible for you to read by clicking on the designated link on the Petzl Facebook page for the duration of the Competition.

The use of the masculine gender in this document is solely for the purposes of ease.

# 7. PRIZES

The prizes awarded do not include any additional costs or services that might be required to use them, the winners concerned being responsible for these.

Prizes cannot be disputed for any reason and no cash equivalent, replacement or exchange will be available in any instance.

They will be delivered by post to the address provided by the winners, contacted via Messenger between 21 and 28 March 2017.

Prizes are non-transferable and cannot be awarded to someone else. However, if a winner does not claim a prize, said prize can be awarded to another Entrant who has satisfied the Competition criteria. In this case, the winner who did not claim the prize cannot claim any compensation or bring any legal action. Prizes must be accepted as is and cannot be reimbursed or exchanged.

In the event of problems affecting its suppliers, Petzl reserves the right to change the prizes offered and/or substitute them for ones which are at least equivalent in terms of their features. In such a case, the winners cannot claim any compensation.

If a prize is not awarded due to an incorrect address and/or change of address or due to any other accidental event, the prize will not be re-offered in a future competition and no claims will be accepted in this regard.

If the winners do not come forward within seven (7) days after the message sent by Messenger, they will lose their prize.

Entrants are required to check the validity of their Facebook account. Petzl cannot be held liable if the message announcing the prize is not delivered due to a problem with the service provider, the Internet or any other such problem.

The winner's official address will be the address indicated and confirmed by said winner. Winners must ensure their postal address is correct. Petzl cannot be held liable if a prize is not received due to an incorrect postal address being provided.

### Description and value of prizes:

1<sup>st</sup> place: a trip of 4 (four) days and 3 (three) nights for two people in the Chamonix area including:

- 2 (two) days with the guide Isabelle Santoire and a choice of activity (depending on the ability of the winner and companion, and based on weather conditions);
- Accommodation in a tent or hut for 3 (three) nights;
- Meals and equipment rental;
- Return journey between the airport and Chamonix, in economy class.

In addition to this trip, a Petzl book signed by Paul PETZL to the value of  $\leq 46.30$  incl. tax (forty-six Euros and thirty centimes inclusive of tax), and 2 (two) ACTIK CORE head torches to the value of  $\leq 55$  incl. tax (fifty-five Euros inclusive of tax) each (recommended retail price).

This prize has a maximum estimated value of approximately  $\leq 12,200$  (twelve thousand two hundred Euros) inclusive of tax, at the time of printing of these rules.

The trip must be arranged 8 (eight) weeks in advance with Petzl and will take place between May and September 2017 (not including August) so as to benefit from the best weather conditions.

The prize does not include: personal expenses and extras not included in the description, visa costs for winner and is companion living in a non-EU country, and the return trip between the winner's home and the airport.

If resident in a non-EU country, the winner and his companion must fulfil all the conditions of entering and leaving the countries concerned and hold a valid passport for the whole duration of the trip. They must also complete all the necessary procedures to obtain the passports and visas required. Petzl cannot be held liable if the winner and his companion cannot enter France due to administrative difficulties.

Petzl will shoot a film of the trip and the visit to the company, and the winner claiming this prize and his companion agree to sign an image rights assignment agreement with the company permitting it to shoot said film. This agreement will be sent after this prize has been claimed.

 $2^{nd}$  place: One NAO headlamp to the value of €165 (one hundred and sixty-five Euros) with a BUG bag to the value of €54.90 (fifty-four Euros and ninetycentimes) and a t-shirt to the value of €21.10 (twenty-one Euros and ten centimes) (recommended retail prices).

Total value of prize: €241 incl. tax (two hundred and forty-one Euros inclusive of tax (recommended retail price).

**3<sup>rd</sup> place**: One REACTIK + headlamp to the value of €95 (ninety-five Euros) with a t-shirt to the value of €21.10 (twenty-one Euros and ten centimes) and a PETZL book to the value of €46.30 (forty-six Euros and thirty centimes) (recommended retail prices).

Total value of prize: €162.40 incl. tax (one hundred and sixty-two Euros and forty centimes inclusive of tax) (recommended retail price).

**4**<sup>th</sup> **place**: One ACTIK CORE headlamp to the value of  $\notin$ 55 (fifty-five Euros) with the Petzl book to the value of  $\notin$ 46.30 (forty-six Euros and thirty centimes) and one NOCTILIGHT to the value of  $\notin$ 15 (fifteen Euros) (recommended retail prices).

Total value of prize: €116.30 incl. tax (one hundred and sixteen Euros and thirty centimes inclusive of tax) (recommended retail price).

**5<sup>th</sup> place**: One ACTIK CORE headlamp to the value of  $\notin$ 55 (fifty-five Euros), one e+LITE headlamp to the value of  $\notin$ 25 (twenty-five Euros) and a NOCTILIGHT to the value of  $\notin$ 15 (fifteen Euros) (recommended retail prices).

Total value of prize: €95 incl. tax (ninety-five Euros inclusive of tax) (recommended retail price).

**6<sup>th</sup> place**: One TACTIKKA+RGB headlamp to the value of  $\in$ 50 (ffty Euros), with a NOCTILIGHT to the value of  $\in$ 15 (fifteen Euros) and a SPATHA knife to the value of  $\notin$ 22 (twenty-two Euros) (recommended retail prices).

Total value of prize: €87 incl. tax (eighty-seven Euros inclusive of tax) (recommended retail price).

**7<sup>th</sup> place**: One ZIPKA headlamp to the value of €30 (thirty Euros), with a NOCTILIGHT to the value of €15 (fifteen Euros) and a t-shirt to the value of €1.10 (twenty-one Euros and ten centimes) (recommended retail prices).

Total value of prize: €66.10 incl. tax (sixty-six Euros and ten centimes inclusive of tax) (recommended retail price).

**8**<sup>th</sup> **place**: One TIKKA headlamp to the value of  $\notin$  30 (thirty Euros), with a NOCTILIGHT to the value of  $\notin$ 15 (fifteen Euros) and a belt to the value of  $\notin$ 15 (fifteen Euros) (recommended retail prices).

Total value of prize: €60 incl. tax (sixty Euros inclusive of tax) (recommended retail price).

**9<sup>th</sup> place**: One TACTIKKA headlamp to the value of  $\notin$  30 (thirty Euros), with a NOCTILIGHT to the value of  $\notin$ 15 (fifteen Euros)) (recommended retail prices).

Total value of prize: €45 incl. tax (forty-five Euros inclusive of tax) (recommended retail price).

**10<sup>th</sup> place**: One TIKKINA headlamp to the value of €20 (twenty Euros), with a NOCTILIGHT to the value of €15 (fifteen Euros) (recommended retail pices).

Total value of prize: €35 incl. tax (thirty-five Euros inclusive of tax) (recommended retail price).

### 8. CHECKS

Entrants authorise Petzl to carry out any necessary checks concerning their identity, address and so on. Entrants providing any incorrect information or making multiple entries will be disqualified.

### 9. FREE TO ENTER

The Competition is free to enter.

Given the service offerings and technologies currently available, certain internet service providers offer users free or fixed-price internet services. However, it is expressly stated that there shall be no reimbursement for entering the competition by internet under a free or fixed-price service (such as in particular, connection by cable, ADSL or specialised link), since the user has entered into a contract with the internet service provider for his general internet use and by connecting to the internet to enter the competition, the entrant does not incur any additional cost or expense. Similarly, setting up and using a Facebook account is free, so the Entrant does not incur any costs in this regard.

### **10. DISPUTES AND RESPONSIBILITIES**

By entering this competition, entrants fully accept the rules in their entirety. Any dispute relating to the interpretation and application of these rules will be settled by Petzl in the spirit of the way the competition has been set up.

Entrants shall be disqualified for any incorrect or misleading statements or fraud.

The decision of Petzl shall be final in any dispute relating to the Competition and its rules.

No discussion or correspondence shall be entered into regarding the interpretation or application of these rules, the mechanisms or terms of the Competition or the list of winners.

Petzl reserves the right to cut short, extend, change or cancel this Competition if, due to a force majeure event, it becomes impossible to continue it, as per these rules. Petzl shall not incur any liability in this regard and the Entrants shall not be able to claim any compensation.

Petzl reserves the right to permanently disqualify any entrant whose fraudulent conduct affects the organisation of the Competition.

Similarly, it reserves the right to take any action against any attempt to breach these rules, particularly in the event of the provision of incorrect information.

The governing law is the law of France. Entrants are therefore bound by the French regulations applicable to competitions. Any disputes arising from this Competition which cannot be settled amicably will be submitted to the Lyon courts.