

TERMS AND CONDITIONS OF THE CONTEST « Golden ticket competition »
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Article 1: The Organizing Company

FRESH, a company existing under the laws of France, having its registered offices at 5 rue du Commandant Pilot 92200 Neuilly-sur-Seine, FRANCE, (hereafter mentioned as the « Organizing Company »), organizes a contest accessible via the Ecentime website: <https://www.ecentime.com/> (hereafter the "Contest") taking place from June 5th 2024 to June 10th 2024.

The Contest is organized as part of the partnership between the Organizing Company and the Ecentime website.

Article 2: Participation

This Contest will be constantly accessible via the Ecentime website: <https://www.ecentime.com/> from June 5th 2024 to June 10th 2024.

Participation is restricted to all users of the Ecentime website of at least 18 years old, who have legal capacity and possessing an internet connection, a bank card, excluding employees of the Organizer or of the Ecentime company, as well as their immediate family and any persons directly or indirectly involved in the design, production or management of this Contest.

Article 3: Conditions of participation**This Contest is targeted to the the Ecentime website audience.**

All participants must be users of the Ecentime website to participate in the Contest.

In order to participate, candidates must:

1. Be 18 years old at the time of entering the Contest,
2. Have legal capacity,
3. Place their order on the Organizing Company website: <https://www.fresh.com/eu/fr/home> using the Organizing Company promotional code provided on the Ecentime website,
4. Winners will be chosen among Ecentime site users who have placed an order on the Organizing Company website using the promotional code provided on the Ecentime website

Once these formalities are complete, participation will be considered as final.

Any entry with missing or erroneous information such as an incorrect or out of date promotional code will be considered null and void.

The Contest will stop at the expiry of the period defined in Article 1. Entries received outside of this timeframe will be disregarded.

Nevertheless, the Organizer reserves the right to postpone, modify, cancel, shorten or extend the Contest. Under no circumstances can the Organizer's liability be invoked in such cases.

The Organizer also reserves the right to organize another identical Contest on a later date.

Only one participation for each household (same surname, same address, same email address) is authorized during the whole Contest duration. A single person is expressly forbidden to participate under different identities and/or email addresses.

Once these formalities will have been accomplished, the participation will be considered as definitive.

Article 4: Prizes

The following prize will be awarded to the Winners: Reimbursement of the order placed on the Organizing Company website (1 out of 5 baskets will be reimbursed by the Organizing Company).

The Winners will be chosen randomly amongst the ones who placed an order on the Organizing Company website using the promotional code available on the Ecentime website. Winners will be contacted via email directly by the Organizing Company Customer Service to obtain their reimbursement.

The Winners will be contacted seven (7) days after the end of the Contest planned on the 10th of June.

The order will be reimbursed within fourteen (14) days from the date of sending of the email announcing that the participant has won.

Article 5: Winners designation

In the event the winner would either refuse the prize or would be disqualified of the Contest pursuant to Article 7 below, a new participant will be drawn.

The prizes awarded shall not be challenged in any manner whatsoever by the winners.

Article 6: Winner information

The winner only will be personally informed by the Organizing Company of the results of the Contest through its Customer Service within the delay mentioned at Article 4.

They will be informed of the nature and allocation modalities of their prize by email to the address specified during the order process for the Contest, which is the only valid address.

Article 7: Participation validity – Fraud

Any application for the Contest which would be misleading, incomplete, illegible, inaccurate, or received after the application deadline (date of the Contest mentioned at Article 2) shall be deemed by the Organizing Company null and void. Such nullity may be decided in case of a multiple application to the Contest by a same person (same name, same address, same email address). The participant whose participation will have been invalidated may not be entitled to any prize.

In addition, it is strictly forbidden to modify or attempt to modify the system of the Contest by any process whatsoever, in order to, inter alia, modify either the results or the selected winners, or the awarded prize. In such a case, the participants will be disqualified and may not be entitled to any prize.

The Organizing Company may withhold or cancel the participation of one or more participants in the event the Organizing Company would notice a suspicious behavior, including without limitation: setting up of an automatic reply system, connection of

several persons from different computers with the same connection account, - i.e. the same profile as registered on the data base of the Contest - , a non-habitual prize winning rhythm, an attempt to force the Organizing Company servers, a multiplication of the log in accounts, ...

The Organizing Company will decide at its sole discretion of the exclusion or reintegration of the involved participants with respect to the information it holds. In case of sanction or complaint, the participants shall provide all evidence of the complying behavior with the Contest rules. The Organizing Company's liability shall not be engaged with this respect.

In order to preserve the same chances of success to all participants to the Contest, the Organizing Company reserves the right not to allocate the prize to the swindlers and/or to pursue these swindlers before the competent courts.

The Organizing Company may cancel all or part of the Contest in the event of any suspected fraud whatsoever, including IT frauds.

Article 8: Rules

The participation to the Contest implies the full acceptance of the terms and conditions hereto.

Article 9: Data privacy laws and regulations

The personal data gathered through the order process form validating the participation to the Contest are meant for the Organizing Company in order to contact and inform the Winners of their prize.

Moreover, the Winners shall have created a customer account to place their order on the Organizing Company website, they will be registered in the Organizing Company's consumer database. As a result, they may be subject to corresponding commercial prospecting and emailing pursuant to the Organizing Company's general terms and conditions of sale and privacy policy accepted during the ordering process via the creation of their customer account.

The participants have the right to access, modify, rectify and delete any data relating to them. In order to exercise this right, they have to contact the Organizing Company at the following email address: contact@fresh.com

Article 10: Internet connection and use

The Organizing Company shall not be liable for any misuse or incident related to a misuse of Internet, or any other technical connection or in case of fulfilling the order form with the wrong email address.

The participation online to the Contest implies the acknowledgement and acceptance of the Internet specifications and limits, including without limitation technical performances, risks of connection breaks, and more generally inherent risks in online connections and transmissions, absence of protection against misappropriations and risks of circulating virus contaminations on the network.

Considering the specifications of the Internet network (such as the free captation of broadcasted data and the difficulty or even the impossibility to control the use made by third parties), the Organizing Company shall not be held liable for any misuse of these data.

Article 11: Intellectual Property/Copyright

All rights of reproduction and communication pertaining to the elements constituting the Contest are reserved and their reproduction and communication are strictly prohibited.

Article 12: Laws and jurisdictions

The French laws are applicable to this Contest and any claim in connection with it shall be submitted to the Courts of Paris.