



## TERMS AND CONDITIONS of the Competition “Undiz Saves My Xmas”

### 1. ORGANISER

Undiz, a simplified limited company registered with the Nanterre Trade and Companies Register (RCS) under no. B 478 356 116 and with its head office at 6, rue Castérès - 92110 Clichy - France (hereinafter the “Organiser”) is organising, from 28 November to 20 December, a competition entitled “Undiz Saves My Xmas” (hereinafter the “Competition”), accessible on the website [www.undiz.com](http://www.undiz.com) and on Facebook.

For Spain exclusively, the game begins from 2018 28 November to 31 December.

The Competition is neither organised nor sponsored by Facebook. Information provided by Participants will be used only by the Organiser and not by Facebook.

### 2. PRINCIPLE AND PARTICIPATION IN THE COMPETITION

#### 2.1. Principle

The Competition is open to all natural persons (if underage, they must be able to provide proof of parental consent at all times) residing in France, Spain, Belgium, Russia, and Poland and who hold a valid email address or Facebook account, except for permanent or temporary members of the Organiser, its suppliers, and anyone who has had professional dealings with the Organiser for this operation (hereinafter the “Participant”).

To take part in the “Undiz Saves My Xmas” Competition, all Participants should log onto the website [www.undiz.com](http://www.undiz.com) or the Organiser’s Facebook page between 28 November and 20 December 2018.

For Spain exclusively, the game begins from 2018 28 November to 31 December.

Participants will be asked to fill in a questionnaire on the theme: “Who would you like to give a Christmas gift to and what type of gift are you looking for?”

With every completed questionnaire, Participants will be able to sign up to the prize draw thanks to which, at the end of the Competition, they will have the chance to win a €200 Undiz gift card or, at the end of every questionnaire, to win a €10 discount code or free delivery code, to be used on [www.undiz.com](http://www.undiz.com).

Participants can fill in one questionnaire per day throughout the duration of the Competition.

Each participating country will have specific prizes:

For [undiz.fr](http://undiz.fr):



- 1 €200 gift card to be won at the end of the Competition, to be used on [www.undiz.com](http://www.undiz.com) (i.e. 5 in total)
- 5 €10 discount codes per day, to be used on [www.undiz.com](http://www.undiz.com) (i.e. 115 in total)
- 40 free delivery codes per day, to be used on [www.undiz.com](http://www.undiz.com) (i.e. 920 in total)

For undiz.be:

- 1 €200 gift card to be won at the end of the Competition (i.e. 1 in total)
- 10 30% discount codes, to be used on [be.undiz.com](http://be.undiz.com) (i.e. 230 in total)
- 40 free delivery codes per day, to be used on [be.undiz.com](http://be.undiz.com) (i.e. 920 in total)

For undiz.es:

- 1 €150 gift card to be won at the end of the Competition (i.e. 1 in total)
- 4 €10 discount codes per day, to be used on [es.undiz.com](http://es.undiz.com) (i.e. 92 in total)
- 20 free delivery codes per day, to be used on [es.undiz.com](http://es.undiz.com) (i.e. 460 in total)

For undiz.pl:

- 1 €100 (430 PLN) gift card to be won at the end of the Competition (i.e. 1 in total)

## ***2.2. Conditions for validity***

Signing up under a false identity, providing false information, or signing up under several identities will result in the participation being cancelled. Moreover, participation in the Competition will be cancelled if it is incomplete, incorrect, faked, or carried out in a manner that is in breach of these rules.

If a Participant's questionnaire is drawn by lot at the end of the Competition, he or she will be contacted by the Organiser and may need to share additional information about himself or herself.

## **3. PRIZES**

Each country participating in the operation will have specific prizes:

For undiz.fr:

- 1 €200 gift card to be won at the end of the Competition, to be used on [www.undiz.com](http://www.undiz.com)
- 5 €10 discount codes per day, to be used on [www.undiz.com](http://www.undiz.com)
- 40 free delivery codes per day, to be used on [www.undiz.com](http://www.undiz.com)

For undiz.be:

- 1 €200 gift card to be won at the end of the Competition
- 10 30% discount codes
- 40 free delivery codes per day, to be used on [be.undiz.com](http://be.undiz.com)

For undiz.es:

- 1 €150 gift card to be won at the end of the Competition
- 4 €10 discount codes per day, to be used on [es.undiz.com](http://es.undiz.com)
- 20 free delivery codes per day, to be used on [es.undiz.com](http://es.undiz.com)



For undiz.pl :

- 1 €100 (430 PLN) gift card to be won at the end of the Competition

Participants with winning questionnaires will find the 10% discount code or free delivery code on the last page; they must enter it on the website to take advantage of the offer.

On 21/12/2018, a questionnaire will be drawn by lot in each country and the selected Participant will win a €200 gift card.

The conditions of use of these codes or gift cards will be shared when they are sent to the winners.

If the codes or card are not used in the conditions or within the prescribed time limits, they will be irrevocably lost.

If the winner of the gift card withdraws from the Competition, a new questionnaire will be drawn by lot and a new winner will be announced.

Gift cards will be sent to the winners by email (digital gift cards) by 24/12/2018.

In the event of force majeure or if warranted by the circumstances, the Organiser reserves the right to replace the prizes won by prizes of equivalent nature and value.

Winners will not be able to redeem prizes in cash or request that they be exchanged for other goods or services even if they decide to refuse them.

#### **4 - WINNERS**

The Organiser will contact the winners of the gift cards by email using the address provided on the questionnaires.

Participants who win discount or free delivery codes will be informed immediately at the end of their questionnaire; the codes will be displayed automatically.

The Organiser cannot be held responsible in cases where, for reasons beyond its control, the email intended for a winner does not reach its recipient due to unusable details (incomplete, incorrect, etc.); as a result, the latter will lose the benefit of their winnings.

#### **5. INTELLECTUAL PROPERTY**

Participation in the Competition implies that the Organiser is authorised to publish the names of the winners on all present and future types of media and in any advertising or promotional event linked to the Competition, without this use entitling the winners to any compensation payments other than the foreseen prize.



## 6. PERSONAL DATA

The names and contact details of Participants are likely to be subject of computer processing.

In accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, Participants have the right to access, rectify, and delete personal data relating to them at any time, as well as the possibility to oppose the processing of these data.

To do this, they can simply make a request by sending their contact details and a copy of their identity card by email to [privacy@undiz.com](mailto:privacy@undiz.com).

To find out more about the processing of personal data, Participants can read the [Privacy Statement](#) available on the website [www.undiz.com](http://www.undiz.com).

## 7. REFUND

Participation fees will be refunded upon written request sent to: Undiz – Competition “Undiz Saves My Xmas”, 6 rue Castérès – 92110 Clichy. Refund requests sent by email will not be considered. Refund requests must be sent within 48 hours of participation and include, as soon as these are available, the required documents on the following basis:

for participation, the flat-rate refund amount will equal €0.61, which corresponds to the communication costs incurred to take part in the Competition.

To receive this refund, Participants must include with their request:

- their surname, name, postal address and email address;
- a photocopy of their identity card;
- the date and time of participation;
- as soon as these are available, a photocopy of a detailed invoice from the telephone operator and/or access provider. This photocopy will serve as proof of address.

Given the current level of service and technical progress, some Internet providers offer users a free or package-deal based connection; it is therefore expressly agreed that any access to Facebook or [www.undiz.com](http://www.undiz.com) made based on a free or package-deal basis (including connections through cable, ADSL or a specialised connection) will not give rise to any refunds when the subscription to the access provider’s services has been contracted by the Internet user for his or her use of the Internet in general and when connecting to Facebook and [www.undiz.com](http://www.undiz.com) and participating in the Competition does not incur the Participant any additional fees or costs.

Similarly, the postage costs linked to the request to refund the fees indicated above can also be refunded based on the price of 2nd class postal service. This request must be made explicit.

## 8. EXCLUSION OF LIABILITY

The Organiser cannot be held liable if a person:

- experiences a technical failure of any kind (state of the line, power failure, incident linked to the server, accidental disconnection, etc.),



- provides inaccurate or incomplete contact details that make it impossible to inform him or her about the win.

Participation in the Competition implies knowledge and acceptance of the features and limits of the technologies used by the Internet and the technologies connected to it, particularly with regard to technical performance, response times to view, request or transfer information, the risk of interruption, and more generally, the risks inherent in any connection or transmission, the lack of protection of certain data against potential misuse, and the risk of contamination by potential viruses circulating on the network.

As a result, the Organiser cannot under any circumstances be held liable, among others:

- for the content of the services consulted on the websites Facebook or [www.undiz.com](http://www.undiz.com) and, in general, for any information and/or data shared on these services consulted on the aforementioned sites;
- for the transmission and/or reception of any data and/or information on the Internet;
- for any malfunction of the Internet network that may disrupt the proper running/functioning of the Competition;
- for any failure of the reception equipment or communication lines;
- for the loss of any paper or electronic correspondence and, more generally, for the loss of any data;
- for problems linked to transport and shipping;
- for the functioning of any software;
- for the consequences of any virus, computer bug, anomaly, or technical failure;
- for any damage caused to the computer by a Participant;
- for any technical, material, and software failure of any nature that may have prevented or limited the possibility to participate in the Competition or that may have damaged the Participant's system.

The Organiser cannot be held liable for any direct or indirect damage resulting from an interruption, any malfunction, suspension, or the end of the Competition, for any reason, or for any direct or indirect damage resulting in any way from connecting to the websites Facebook or [www.undiz.com](http://www.undiz.com).

All Participants must take the appropriate measures to protect their personal data and/or software installed on their computer against any damage.

All persons take full responsibility for connecting to the websites Facebook or [www.undiz.com](http://www.undiz.com) and taking part in the Competition.

The Organiser cannot be held liable if, for reasons beyond its control, the Competition is partially or completely altered, postponed, or cancelled. No compensation can be claimed for this reason.

In any case, if the proper administrative and technical functioning of the Competition is disrupted by a virus, a computer bug, unauthorised human intervention, or any other cause beyond the Organiser's control, the latter reserves the right to interrupt the Competition.

## 9. ACCESSIBILITY OF COMPETITION RULES

The rules of this Competition are available free of charge to any person who requests them from Undiz by writing to the following address: 6 rue Castérès – 92110 Clichy.



They are also available on the websites Facebook and [www.undiz.com](http://www.undiz.com).

## **10. AGREEMENT ON PROOF**

The Organiser is entitled, particularly for the purposes of providing proof, to any act, fact or omission, programs, data, files, recordings, operations, and other elements (such as monitoring reports or other reports) established, received, or stored directly or indirectly by the Organiser, particularly in its information systems, linked to the Competition.

Participants undertake to not contest the admissibility, validity, or weight of evidence of the aforementioned elements, on the basis of any legal provision and that specifies that some documents must be written or signed by the parties to constitute proof. As such, the considered elements constitute useful, admissible, valid, and binding proof between the parties in the same manner, in the same conditions, and with the same weight of evidence as any document established, received, or saved in writing.

## **11. ACCEPTANCE**

Participation in the Competition implies full and unconditional acceptance of the terms and conditions contained in these rules.

## **12. CANCELLATION, EXTENSION**

The Organiser reserves the right to cancel, modify, shorten, or extend, partially or fully, the present operation if circumstances require to do so, without having to justify this decision and without being liable for any compensation.

## **13. APPLICABLE LAW**

It is expressly agreed that the applicable law is French law. However, the parties agree that, where appropriate, the law of the Participant's country of residence may be applicable if it is more favourable for the latter.

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