



“PHONEOGRAPHY INSTAGRAM CONTEST” COMPETITION RULES

Article 1: ORGANISER

The company P.N.Y. TECHNOLOGIES EUROPE (hereinafter referred to as “the Organiser” or “PNY”), of which the registered office is located at Zac du Phare - 9 Rue Joseph Cugnot - BP 40181 - 33708 Mérignac Cedex - France, a Simplified Joint Stock Company with a capital of 12,229,690 euros, registered with the Bordeaux Trade and Companies Registry under the number 394 790 430, is organising a competition which is free of charge and without any obligation to purchase (hereinafter referred to as the “Competition” or the “Operation”), which is accessible via the “Instagram” mobile phone data sharing application and/or via the “Instagram” website at the following address: <https://instagram.com> (hereinafter referred together as “Instagram”). The Competition is not associated with, managed, co-sponsored or sponsored by Instagram.

The terms and conditions for participating and for selecting the Winner are described in these Rules, which can be viewed at the following address: www.pny.eu/contests. Participation entails the full and total acceptance of the Rules, the code of conduct which is applicable to the Internet, as well as the laws and regulations applicable to free competitions.

Article 2: DATES OF THE OPERATION

The Competition begins on 6 September 2019 and ends on 11 September 2019 at midnight (French local time). The Competition may be interrupted at any time, without notice, and by unilateral decision of the Organiser.

Article 3: PARTICIPANTS

The Competition is open to any natural person who is an adult or at least 16 years of age (subject to parental authorisation) at the start of the Competition (hereinafter referred to as the “Player” or the “Participant”), and who is resident in Europe, with a European postal address.

The Competition is only open to Participants who are not subject to restrictions on their participation in this Competition and the granting of the rights required herein is deemed null and void if prohibited by current local laws. The following may not participate in the Competition and may not be selected as Winners:

- employees of PNY, of its shareholder companies and subsidiaries or agents, as well as their family members (same name, same postal address, same email address);
- any person who has participated, directly or indirectly, in the preparation of the Competition.

Any person under the age of 18 participating in this Competition is deemed to participate under the control and with the consent of his or her parents or of the holder(s) of parental authority, or failing that of his or her legal guardian(s). The Organiser reserves the right to request proof of this authorisation at any time in the course of the Competition, in particular when the prizes are sent out and may cancel the participation of a player under the age of 18 whose legal representative did not approve his or her participation in the competition. The Organiser may limit or prohibit the participation of persons under the age of 18 if the prize has a restriction applying to it or a sign on it intended for the protection of young people.

Article 4: TERMS AND CONDITIONS OF PARTICIPATION

Participation in the Competition is free of charge and is only via the Participant's Instagram account. It shall only be deemed valid if the following steps have been approved during the Competition Period:

- 1) Participants must visit the IFA Show in Berlin between 6 and 11 September 2019 and collect the flyer which is provided at the PNY Stand;
- 2) Participants must have an Instagram account and have accepted the terms and conditions of its use;
- 3) Participants must log onto their Instagram account and then go to the PNY's Instagram account @pnytecheurope and follow it;
- 4) Participants must produce one (1) photograph (hereinafter referred to as the “Photograph”) or one (1) Story;



- 5) Participants must make sure that they make their account Public and "share" - which means that they must publish on Instagram - the Photograph or Story by adding the hashtag - which is to say, the words – “ # captureIFAwithPNY” and “@pnytecheurope”;
- 6) Participants may tag three (3) friends to increase their chances of winning.

With regard to the Photograph or Story, the Participant guarantees that it does not constitute any infringement of third-party rights, in particular rights concerning privacy, publicity, trademarks, or any other intellectual property rights. The Organiser reserves the right to reject any Photograph or Story of which the content may be considered as being illegal, harmful, threatening, defamatory, infringing, abusive, harassing, inciting violence, racial, religious or ethnic hatred, or being vulgar or obscene, or an invasion of privacy or infringing any image rights, or which makes it possible to identify a particular person by revealing his/her address and telephone number, or which infringes rights concerning trademarks, texts, photographs, images, videos, etc.

It is pointed out that only one competition entry per person will be possible, that it is forbidden to use another person's account and that no entry by letter will be accepted because the Competition is run exclusively via the Instagram application.

Any participation must be fair: it is prohibited to modify or attempt to modify the Competition systems provided; to use any means of participation which does not comply with the Rules. The Organiser has deployed technical systems which allow it to check that players are abiding by the rules of the Competition.

Article 5: SELECTION OF THE WINNER AND PRIZE

5.1 Winner

The Winner will be selected - without any appeal being possible - by a Jury, made up of PNY staff and whose decision will be final, from among the Participants who have completed the six (6) steps referred to under article 4 of the Rules during the Competition Period. No random draw will be made.

The Winner will be contacted directly by private email on 20 September 2019 via the @pnytecheurope Instagram account.

5.2 Presentation of the prize

The Winner may be awarded the following prize: 1 x **PNY MOBEE Gimbal Stabilizer** (worth approximately 99.99 euros). Each prize is strictly nominative and, as such, is neither transferable nor exchangeable, in any form whatsoever, even partially.

The Organiser reserves the option of replacing the advertised prize with an equivalent prize of the same value without any claim being possible by the Winner.

In the event of the Winner not wishing to or not being able, for any reason whatsoever, to receive the prize won in accordance with the conditions described in the Rules, he/she will lose the benefit of the said prize and will not be entitled to any compensation or consideration whatsoever.

5.3 How the prize is obtained

The Winner will be contacted directly by private email via the Instagram app and asked to provide his or her contact details for sending the prize. The delivery time will be 3 (three) to 4 (four) weeks, from the date of receipt of the Winner's contact details.

The Winner guarantees that the details provided are correct and constitute proof of his or her identity. The Winner must inform the Organiser, by any means, of any change in his /her contact details. The Organiser is not responsible if the contact details provided are incorrect, incomplete, or if the Winner cannot be traced and if in any way they do not allow the prize to be received. The Organiser will not conduct any further searches in order to find the winner who will not receive any prize or compensation.

No claim may be made with regard to the decisions of the Organiser, whose decision is final, without any appeal being possible. The Organiser may not be held liable in the event of any error in the delivery of letters, delays, losses, damage, or of the stamps being illegible caused by the postal services.

Should the prize not be awarded, it will remain the property of the Organiser.



Article 6: IMAGE RIGHTS

Each Participant certifies that all the people who are identifiable on the Photograph or the Story that he or she publishes have given their express and prior permission (or that of their legal representative) for their image to be reproduced in the Photograph or Story, as part of the Competition and for the subsequent use of their image by the Organiser. Participants undertake to provide this authorisation to the Organiser within twenty-four (24) hours of any request by the Organiser to do so.

Participants certify that they hold all the rights over their Photograph or Story and over the details relating to their participation in the Competition. Any Photograph or Story which depicts a work of art, or shows body parts, will be rejected. Participants must not publish a Photograph or Story of which the content may be considered (i) as being illegal, harmful, threatening, defamatory, infringing, abusive, harassing, inciting violence, racial, religious or ethnic hatred, or being vulgar or obscene, or an invasion of privacy or infringing any image rights, or which makes it possible to identify a particular person by revealing his/her address and telephone number, or which infringes rights concerning trademarks, texts, photographs, images, videos, etc.

By participating in the Competition, Players expressly transfer to the Organiser their rights to use, reproduce and distribute the Photographs free of charge, worldwide and for as long as they are legally protected, and this for any purpose (in particular commercial or advertising). The Winners acknowledge and accept that modifications or adaptations may be made to the Photographs which they publish and as such waive any claim, of any kind whatsoever, in particular financial.

Article 7: LIABILITY

The Organiser may not be held liable if, for any reason beyond its control and/or in the event of a force majeure event, the Competition were to be shortened, modified, postponed or cancelled. However, the Organiser undertakes to inform them of changes by any appropriate means.

The Organiser may not be held liable in the event of the Participants using the Instagram contact information or accounts of non-consenting persons.

The Internet and/or the mobile phone network are not necessarily secure therefore the Organiser may not be held liable in the event of contamination by possible viruses or the intrusion of a third party into the system within the terminals of the Participants in the Competition and cannot accept any responsibility for the consequences which may arise when Participants log on.

The Organiser may not be held liable in the event of malfunctions concerning Instagram, the Internet or the telephone network which may prevent the Competition from running smoothly. The Organiser may not be held liable for any damage caused to the Participants, to their computer or telephone equipment and to any data stored on them, as well as for the consequences which there may be for their personal or professional activities.

The Organiser may not be held liable for any problems concerning the delivery or loss of e-mails.

The Organiser may not be held liable if the Participants cannot log on to Instagram or play as a result of any problem or technical defect.

The Organiser may not be held liable for delays and/or losses caused by the postal services or for the total or partial destruction of the prizes, or for any other Act of God.

Participants who attempt to participate by means such as automated participation systems, programs developed for automated participation, use of automatically generated information and e-mails, and, more generally, by any means which deprive Participants of each having an equal chance, will be automatically disqualified.

Each Participant must comply with Instagram's terms and conditions of use. Participants also acknowledge that they are familiar with Instagram's general terms and conditions of use and privacy policy, which are directly available on the Internet. The Organiser may not accept any responsibility for the content and use of the Instagram platform.

Article 8: ACCEPTANCE OF THE RULES

Participation in the Competition implies the full and complete acceptance of the Rules.

These Rules may also be consulted throughout the entire duration of the Competition at the following address: and www.pny.eu/contests.



Article 9: PROTECTION OF PERSONAL DATA

The Organiser undertakes to comply with the legislation and regulations applicable to the processing of personal data and, in particular, the Data Protection Act of 6 January 1978, in its consolidated version, and the Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 applicable as of 25 May 2018.

By participating, the Participants agree to the Organiser collecting, recording, processing and using certain personal data which are strictly necessary for the purposes of running and managing the Competition (decision on the Winner, allocation and delivery of the prize), for the time necessary, although this must not exceed five (5) years.

The personal data provided will not be passed on to third parties unless there is a legal obligation to do so.

In addition, the provisions of the German Federal Data Protection Act (BDSG) shall apply.

The data processed includes, in particular, the personal details of the Participants (identity, telephone number, email address, place of residence, date of birth).

In accordance with the General Data Protection Regulations, natural persons are entitled to access, correct, oppose for legitimate reasons and to remove information concerning them. Persons who wish to exercise these rights must send an email to dpo@pny.eu or write to the following address: PNY Technologies Europe – ZAC du Phare – 9 rue Joseph Cugnot – 33708 Mérignac – France.

As certain data collected as part of this Competition are absolutely necessary for the Competition to function properly, any request to remove the said information relating to a Participant will result in the automatic cancellation of his/her entry.

The Privacy Policy has been updated and is available on the PNY website.

Article 10: GENERAL INFORMATION

Participation in this Competition implies the Participant's full and complete acceptance of these Rules and of the terms and conditions of the Competition.

The Organiser may cancel or suspend all or part of the Competition if it appears that fraudulent activity has occurred, in particular regarding the use of computers and may decide not to award the prizes to the fraudsters and/or prosecute them before the competent courts.

If the proper administrative and/or technical running of the Competition is disrupted by a virus, computer bug, unauthorised human intervention or any other cause beyond the control of the Organiser, the Organiser reserves the right to interrupt the Competition.

Each Participant authorises the Organiser to carry out any verification concerning his/her identity, contact details and date of birth.

Complaints or disputes arising from the interpretation or application of the Rules, excluding those relating to the nature and quality of the prize, must be submitted, by registered letter with acknowledgement of receipt, to the following address: PNY Technologies Europe – Marketing Dpt – 9 Rue Joseph Cugnot, -BP 40181- 33708 Mérignac Cedex – France.

Any dispute or claim relating to the Operation may not be taken into consideration once a period of one month after the end of the Competition has elapsed.

Any difficulty in interpreting or applying the Rules will be assessed by the Organiser whose decision will be final. In the event of any accidental discrepancy between these Rules and the versions used in the operation, it is expressly stated that the terms and conditions of the Rules shall prevail.

Participation in the Competition does not entitle the Participants on any basis whatsoever to use the PNY trademarks for any purpose whatsoever. The reproduction, performance or use of all or part of the details which make up the Competition are strictly prohibited.

These Rules are governed solely by French law. In the event of any conflict between the French version of these Rules and any translation, the French version shall prevail. The invalidity or unenforceability of any provision hereof shall not in any way affect the validity and enforceability of any other provision of these Rules. Any disputes arising from the application or interpretation of any of the provisions of these Rules, which have not been resolved amicably, shall be brought before the competent Court of Bordeaux (France).

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Drawn up in Mérignac, on 26 April 2019