

# COMPETITION RULES

Caran d'Ache advent calendar – 2024

## Article 1: Organisation

Caran d'Ache SA; hereinafter referred to as “the Organiser”, with head office located at 19 chemin du Foron 1226 Thônex-Geneva, SWITZERLAND, registered under the number CH-660.0.002.924-7, is organising a free competition with no purchasing obligation from 01/12/2023 to midnight on 24/12/2023 (inclusive).

## Article 2: Participants

This free competition with no purchasing obligation is open exclusively to people who have reached the age of adulthood on the start date of the competition and living in mainland France (including Corsica), Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, the United Kingdom and the United States.

People who do not meet the above conditions are excluded from taking part in the competition, as are members of the Organiser's staff and anyone who participated directly or indirectly in the design, implementation or management of the competition together with their spouses and members of their family: direct ascendants and descendants or other family members living with them or independently.

The Organiser reserves the right to ask any participant to prove they meet the conditions detailed above. Any person who does not meet these conditions or who refuses to prove that they do shall be excluded from the competition and, if they should win, will not be able to claim their prize.

Participation in the competition implies that the present rules have been accepted in full.

## Article 3: Conditions of participation

Participants shall visit the following URL address:

- <https://www.carandache-adventcalendar.com>

Participants can click on one of the boxes numbered 1 to 24 corresponding to the day of the current month. To see the result, the participant shall first enter their e-mail address and accept the rules of the competition. If, and only if, the box indicates “Gagné” (win), the participant wins one of the prizes detailed in Article 4. If the participant wins a product, they

must complete a form detailing their address, so that the prize can be sent. If the participant wins a promotional code, this will be displayed directly on the website.

Participants can play once a day.

The participant must complete the information form correctly and in full for their registration to be valid. The player is informed, and accepts, that the information entered in the registration form serves as proof of their identity.

Any participation contrary to the provisions of the present rules shall render the participation invalid. Any participant suspected of fraud can be excluded from the competition by the Organiser without the latter needing to justify their decision. Any incomplete, incorrect or illegible identification or participation, be it deliberate or not or performed in a form other than that stipulated in the present rules, shall be deemed null and void.

## Article 4: Prizes

The prizes that can be won are allocated as follows:

- From 01/12/24 to 05/12/24 (5 prizes, i.e. 1 prize per day): **COSMIC BLUE CHRISTMAS 2024 COLOR SET – 10 PIECES (32 CHF incl. VAT)**
- 06/12/24 (12 prizes, i.e. 12 prizes on that day): **FREE SHIPPING PROMO CODE**

### Details:

Promotional code to be redeemed on the website <https://www.carandache.com>. The validity of this promotional code is stated when the winner receives their promotional code. This promotional code must be entered on the shopping basket page and offers free delivery (not including other ongoing promotional events) on all products added to the basket, with no minimum purchase required.

- From 07/12/24 to 10/12/24 (4 prizes, i.e. 1 prize per day): **849™ COSMIC BLUE CHRISTMAS 2024 BALLPOINT PEN (45 CHF incl. VAT)**
- 11/12/24 (12 prizes, i.e. 12 prizes on that day): **FREE SHIPPING PROMO CODE**

### Details:

Promotional code to be redeemed on the website <https://www.carandache.com>. The validity of this promotional code is stated when the winner receives their promotional code. This promotional code must be entered on the shopping basket page and offers free delivery (not including other ongoing promotional events) on all products added to the basket, with no minimum purchase required.

- From 12/12/24 to 15/12/24 (4 prizes, i.e. 1 prize per day): **MULTI-PRODUCT COSMIC BLUE CHRISTMAS 2024 COLOR SET – 20 PIECES (49 CHF incl. VAT)**

- 16/12/24 (12 prizes, i.e. 12 prizes on that day): **FREE SHIPPING PROMO CODE**

**Details:**

Promotional code to be redeemed on the website <https://www.carandache.com>. The validity of this promotional code is stated when the winner receives their promotional code. This promotional code must be entered on the shopping basket page and offers free delivery (not including other ongoing promotional events) on all products added to the basket, with no minimum purchase required.

- From 17/12/24 to 20/12/24 (4 prizes, i.e. 1 prize per day): **849™ COSMIC BLUE CHRISTMAS 2024 BALLPOINT PEN (199 CHF incl. VAT)**
- From 21/12/24 to 23/12/24 (3 prizes, i.e. 1 prize per day): **ECRIDOR COSMIC BLUE CHRISTMAS 2024 SET (14 CHF incl. VAT)**
- 24/12/24 (1 prize, i.e. 1 prize on that day): **COSMIC BLUE CHRISTMAS 2024 METAL SHARPENER (229 CHF incl. VAT)**

The value of the prizes is determined at the time of drafting of the present rules and cannot give rise to any dispute concerning their valuation.

Any costs incurred after the competition, in particular relating to the maintenance and use of these prizes, are at the sole expense of the winner.

## **Article 5: Mechanics of the competition**

The mechanics operate according to the so-called “open winning moment” system, i.e. at a specific date and time during the period of the competition.

Participation in the competition will be considered to have started as soon as the participant has completed the various pre-competition stages.

Pop-up 1:

1. Choice of language from the five options: French, English, German, Italian, Japanese
2. Choice of country from available drop-down list

Pop-up 2:

1. Enter your e-mail address
2. Accept the rules of the competition

A single prize shall be awarded per winner (same name, same postal address, same e-mail address).

## **Article 6: Designation of the winners**

Each prize is allocated according to the so-called “open winning moment” system, i.e. a specific date and time during the period of the competition. The first player to participate in the competition at the open winning moment predefined by the Organising Company shall be declared the winner. If several players participate at the open winning moment, only the

first participant registered by the management centre's computer shall be the winner (subject to verification of the validity of the participation).

A single prize shall be awarded per winner (same name, same postal address, same e-mail address).

## **Article 7: Announcement of the winners**

The winners shall be notified by e-mail at the address provided during registration for the competition.

## **Article 8: Awarding of the prizes**

The physical prizes shall be sent to the postal addresses provided by the participants by the Organising Company within 4 months of the end of the competition.

In the event of a prize being returned undelivered, the prize shall remain available to the participant for 15 days. After this period, the participant shall no longer be able to claim the prize.

The winners undertake to accept the prizes as presented, without any possibility of exchanging them, in particular for cash, other goods or services of any type whatsoever, or of transferring them to a third party. If the promotional code is not used within the deadline indicated, no claim can be made to the Organising Company. The promotional codes cannot be published or exchanged with persons other than the prize winner. Similarly, these prizes cannot be subject to any form of compensation, reimbursement or claim.

If an event should occur that is beyond its control, and in particular linked to its suppliers or unforeseeable circumstances, the Organiser reserves the right to replace the prizes announced with prizes of an equivalent value. The winner shall be informed of any changes.

## **Article 9: Use of the participants' personal information**

The participants' personal information is saved and used by the Organiser to record their participation in the competition and for the purposes of awarding the prizes.

Within the framework of the competition, the participants' personal information is used in strict compliance with the [Confidentiality Policy](#) adopted by Caran d'Ache. The participants' data will only be used for the purposes of the contest and will not be used for other purposes unless they consent to it. The data will only be retained for the time necessary to conduct the contest. Participants may contact "The Organizer" at any time via the email address [dataprotection@carandache.com](mailto:dataprotection@carandache.com) or by postal mail at Caran d'Ache SA, chemin du Foron 19, CH-1226 Thônex-Geneva for any questions or requests regarding the processing of their personal data.

The winner(s) authorise(s) the Organiser to use their details (surname, first name) for

advertising or public relations purposes, on any media whatsoever, without this entitling them to any remuneration, right or advantage whatsoever other than the awarding of their prize.

In accordance with the Information Technology and Freedoms Act, as amended, Regulation no.2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Swiss Federal Act of 25 September 2020 ("FADP"), the participant can exercise their right of access, rectification, data deletion, limitation of processing, data portability, opposition and withdrawal of consent by contacting the Organiser, whose address is stated in Article 1, by letter, or by email at [dataprotection@carandache.com](mailto:dataprotection@carandache.com).

## **Article 10: Rules of the competition**

The rules of the competition are filed with SELARL ACTA - PIERSON et ASSOCIES, whose office of judicial officer is located at 15 rue de Sarre BP 15126 57074 METZ Cedex 3, FRANCE.

The rules are available for consultation on the following website:

- <https://www.carandache-adventcalendar.com/reglement.pdf>

They can be sent, free of charge, to any person who submits a request to the Organiser.

The Organiser reserves the right to extend, shorten, modify or cancel the competition at any time, in particular in the event of a case of force majeure, without this entitling the participants to claim any compensation. If modified by means of amendment(s), the rules of the competition will be filed with SELARL ACTA - PIERSON et ASSOCIES, whose office of judicial officer is located at 15 rue de Sarre BP 15126 57074 METZ Cedex 3, FRANCE.

## **Article 11: Industrial and intellectual property**

It is strictly prohibited to reproduce, represent or use all or part of the elements comprising the competition, including the present rules.

Any brands, logos, texts, images, videos and other distinctive signs reproduced on the website, and on any websites which can be accessed via this website by means of hyperlinks, are the sole property of their owners and are protected as such by the provisions of the Intellectual Property Code, anywhere in the world. Any unauthorised reproduction constitutes an act of counterfeiting subject to criminal sanctions.

Any unauthorised reproduction, either total or partial, of these brands, logos or signs constitutes an act of counterfeiting subject to criminal sanctions.

Participation in this competition implies the acceptance, in full, of the present rules by the participants.

## **Article 12: Responsibility**

The Organiser cannot be held responsible in the event of a case of force majeure or any unforeseeable circumstance beyond its control.

The Organiser cannot be held responsible for delays, losses, thefts, damaged letters or illegibility of the stamps attributable to the postal services. Nor can it be held responsible, and no action may be taken against it, should any incidents occur presenting the characteristics of a case of force majeure (strikes, bad weather, etc.) which prevent the participants, either in part or in full, from participating in the competition and/or the winners from benefiting from their prizes.

The Organiser, together with its service providers and partners, can in no event be held responsible for any incidents which may arise when the beneficiaries or their guests use the prizes once the winners have received them.

Similarly, the Organiser, together with its service providers and partners, cannot be held responsible for the loss or theft of the prizes suffered by the beneficiaries once the winners have received them. Any additional cost required to take possession of the prizes is solely at the expense of the winners, without the latter being able to request any compensation whatsoever from the Organiser or from the service providers or partners.

## **Article 13: Disputes & complaints**

The present rules are governed by Swiss law.

The Organiser reserves the right to settle, once and for all, any difficulty which may arise with regard to the interpretation or application of the present rules, it being understood that no dispute shall be accepted, in particular concerning the conditions of the competition, the results, the prizes or their receipt one month after the competition has ended. Except in the event of manifest errors, it is agreed that the information resulting from the Organiser's competition systems have probative force in any dispute concerning the elements of connection and the computer processing of said information relating to the competition.

Any complaint shall be sent to the Organiser within one month of the end of the competition. After this date, no claim shall be accepted. Participation in the competition implies that the present rules have been accepted in full.

## **Article 14: Agreement relating to proof**

By express agreement between the participant and the Organiser, the Organiser's systems and computer files shall serve as sole proof.

The computerised records stored in the Organiser's IT systems, in reasonable conditions of security and reliability, are deemed to be proof of the relations and communications between the Organiser and the participant.

It is therefore agreed that, except in the event of a manifest error, the Organiser shall, in particular for the purposes of establishing proof of any act, fact or omission, be able to avail itself of the programmes, data, files, recordings, operations and other elements (such as monitoring reports or other documents) in computerised or electronic format or on computerised or electronic media established, received or stored directly or indirectly by the Organiser, in particular in their IT systems.

The elements considered therefore constitute proof and if they are presented as means of proof by the Organiser in any litigation or other procedure, they shall be admissible, valid and opposable between the parties in the same manner, in the same conditions and with the same probative force as any document which may be established, received or stored in writing.

Operations of any kind performed using the ID and code allocated to a participant following registration are presumed beyond dispute to have been performed under the responsibility of the participant.