

# “Grand Sud neemt je mee naar de Mediterraanee! Koop Grand Sud en maak kans op een reis voor twee” Terms and Conditions

## ARTICLE 1 – ORGANISING COMPANY

The company LES GRANDS CHAIS DE FRANCE, simplified joint stock company, with a share capital of 26 150 000 euros, registered in the Trade and Companies Register of Saverne under number 315 999 201, whose registered office is located 1, Rue de la Division Leclerc, 67290 Petersbach, France (hereinafter referred to as the "**Organising Company**") is organising from November 1<sup>st</sup>, 2024 (00h01 min) to November 30<sup>rd</sup>, 2024 (23h59min) inclusive (time in The Netherlands), a competition with a purchase obligation, by random draw, entitled "Grand Sud neemt je mee naar de Mediterraanee! Koop Grand Sud en maak kans op een reis voor twee" (hereinafter referred to as the "**Game**").

The Competition is accessible only on the website <https://winnen.grandsud-wines.com/> (hereinafter referred to as the "**Website**") in accordance with the terms and conditions described in these Terms and Conditions.

The Organising Company has entrusted the creation, design, management and follow-up of the running of the Competition to the agency PRESSURE Amsterdam B.V., Boeingavenue 8, 1119 PB Schiphol-Rijk, The Netherlands, +31 0207988740 (hereinafter referred to as "**the Agency**").

## ARTICLE 2 – ACCEPTANCE OF THE RULES

Participation in the Competition implies the Participant's express and unreserved acceptance of these terms and conditions (hereinafter referred to as the "**Rules**"), the principle and the terms of the Competition, as described in Article 5 below. Any person who contravenes one or more of the Rules will be deprived of the possibility of taking part in the Competition, and also of any prize that he or she may have won, without prejudice to any legal proceedings that may be taken.

## ARTICLE 3 – ELIGIBILITY

The Competition is open to any individual of legal age (18 years or older on the date the Competition opens), legally capable of participating, regardless of nationality, residing in The Netherlands, (hereinafter referred to as the "**Participant(s)**"), having purchased a product from the range GRAND SUD bearing the offer between November 1<sup>st</sup>, 2024 and November 30<sup>rd</sup>, 2024 inclusive (hereinafter referred to as the "**Product**").

To take part in the Competition, the Participants must also have Internet access and a valid e-mail address. Any registration by any other means (landline telephone, fax, post, etc.) will not be accepted. It is the Participant's responsibility to ensure that the information communicated is valid, and in particular that the e-mail address communicated functions normally. If this is not the case, the prize may not be awarded. It is hereby specified that no claim will be accepted if the Participant has provided an invalid e-mail address, or if he or she is prevented from reading his or her e-mail for any reason whatsoever (in particular, forgotten password, e-mail considered as spam, etc.). In this regard, the Organising Company recommends that the Participant check his or her spam. All costs associated with participation in the Competition (in particular the cost of connection and postage) shall be borne by the Participant and will not be reimbursed by the Organising Company.

Participation is strictly nominative. Under no circumstances may a Participant play under one or more pseudonyms, with several e-mail addresses (regardless of the number of e-mail addresses he or she has) or from a player account opened for a person other than him or herself.

## ARTICLE 4 – DURATION AND COMMUNICATION MEDIA OF THE COMPETITION

The Competition will run from November 1<sup>st</sup>, 2024 (00h01min) to November 30<sup>rd</sup>, 2024 (23h59min) inclusive in The Netherlands.

The Competition is brought to the public's attention through the following competition media :

- outdoor campaign through digital abri screens;

- one article in Boon's magazine;
- on the Competition Website;
- communication on social networks.

The Organising Company reserves the right to announce the Competition on any other media.

## ARTICLE 5 – COMPETITION'S TERMS OF PARTICIPATION

This Competition is governed by chance and each Participant undertakes to respect its spirit and its Rules. As this Competition is conditional upon the purchase of the GRAND SUD Product available in The Netherlands, Participants are asked to keep their original sales receipts as well as the barcodes of the Products purchased. The Agency will check the conformity of the proof of purchase in order to validate the prize.

The Competition can only be accessed at <https://winnen.grandsud-wines.com/>.

The Product must be purchased by the Participant between November 1<sup>st</sup>, 2024 and November 30<sup>rd</sup>, 2024 during opening hours of the participating stores.

Participation in the Competition is open from November 1st, 2024 (00h01min) to November 30rd, 2024 inclusive (time in The Netherlands).

Participation is limited to one prize per household (same name and same e-mail address) and per receipt for the entire duration of the Competition.

The Organising Company shall make its best efforts to ensure that the Competition is accessible on the Internet 24 hours a day directly at the address <https://winnen.grandsud-wines.com/>, without being bound by any obligation of result.

To take part in the Competition and try to win one of the prizes, the Participant must follow the following instructions:

- Go to the shop and **buy a bottle of GRAND SUD range available in any shop distributing in The Netherlands between November 1<sup>st</sup>, 2024 and November 30<sup>rd</sup>, 2024 inclusive (the date on the receipt serving as proof) in one of the participating shops during their opening hours in The Netherlands.** The Participant must remember to request a printout of his or her receipt when paying for his or her purchase.
- Take and keep a photo of the barcode and the sales receipt corresponding to the purchase of the Product.
- Log on to the Website <https://winnen.grandsud-wines.com/> by scanning your Grand Sud proof of purchase no later than November 30<sup>rd</sup>, 2024 (23h59min) (date and time of connection in The Netherlands serving as proof).
- Complete the entry form available online at the address indicated above and provide your full contact details (surname\* + first name\* + email address\*+ date of birth\*). All fields marked with an asterisk are mandatory and necessary for the Competition participation.
- Download **proof of purchase**: a photograph of the **original receipt**, in its **entirety**, with the date of purchase.  
The following information must be legible on the photo of the sales receipt: name of the Product carrying the offer, date of purchase, place of purchase.
- Tick the box **"I understand that by submitting my details in this form I agree to the privacy statement and terms and conditions of the campaign."**
- Click on **"SUBMIT"**.

**Only the original receipt, used at the time of registration and bearing a date and time prior to the date and time of participation in the Competition, will be accepted.**

The downloaded proof of purchase must not exceed 5 MB in size (accepted formats: .jpeg, .pdf, .png).

**The Organising Company strongly advises all Participants to keep their original proofs of purchase, as these items may be requested at a later date.**

Any inaccurate or incomplete entry will not be taken into account and will result in the entry being null and void.

In particular, entries will not be taken into consideration if their details are fraudulent (e.g. multiple entries), inaccurate or incomplete, or if they do not comply with the provisions of these Rules, or if they are sent after the end of the Competition, without the Organising Company being held liable for this.

The Organising Company reserves the right to make any necessary checks concerning the identity and domicile of Participants. Any false declaration will automatically invalidate the Participant's participation in the Competition.

Temporary and/or anonymous e-mail addresses will be considered invalid (and in particular endings such as: youumail.com, youpymail.com, yopmail.com, brefmail.com, mailcatch.com, yopmail.fr, yopmail.net, cool.fr.nf, jetable.fr.nf, nospam.ze.tc, nomail.xl.cx, mega.zik.dj, speed.1s.fr, courriel.fr.nf, moncourrier.fr.nf, monemail.fr.nf, monmail.fr.nf, etc.).

## **ARTICLE 6 – HOW WINNERS ARE CHOSEN AND PRIZES AWARDED**

### **6.1 Prize(s) awarded by the final draw**

The following prizes (hereinafter referred to as "**Prizes**") will be awarded:

- Three (3) trips for two (2) persons in the Mediterranean area (South of France) with an indicative unit value of seven hundred and fifty euros (750 €) including :
  - a flight (economy) for two (2) people including carry-on luggage (transportation to the departure point and from the airport to the hotel will not be provided by the Organising Company);
  - two (2) nights in a 4-star or 5-star hotel (depending on the chosen location by the Winners and availability in the chosen period), breakfast included (unless the chosen hotel does not provides such service on an exceptional basis)Any additional costs will be borne by the Winner.

Travel dates will necessarily have to take place in 2025 and the trips must be booked before December 31st. Together with the Winners, the travel agency "Travel Counsellors" (hereinafter referred to as the "**Travel Agency**") decides on the destination city. No other location can be chosen than the South of France. The Organising Company does not intervene in the booking process and cannot be held liable in this respect.

The value indicated for the Prizes above corresponds to the estimated public price, inclusive of tax, on the date on which the Rules were drawn up. They are given for information only and may vary.

### **6.2 Designation of winners and operation of the Competition**

The Prizes are awarded according to the following principle:

A single draw to designate the winner (hereinafter the "**Winner**") from among all the entries received and complying with the Rules shall be carried out by an employee of the Agency on December 5th, 2024, in the presence of at least two (2) witnesses, under its full and entire responsibility.

At the end of the draw, the Winners of the Prizes will be informed by the Agency, on December 5th, 2024, by e-mail.

The date of the prizes draw may be modified by the Agency without prior notice, in particular in the event that fraud in the Competition has been identified by the Agency or the Organising Company or in the event of any other event preventing the draw from being held on the date initially scheduled. In this case, no claim may be made against the Organising Company or the Agency.

### **6.3 Confirmation of the Prize(s)**

The Winners of the Prizes after the draw will be contacted by the Agency by e-mail.

In order to validate their wish to receive the Prizes they had won, the Winners must, once they have received the e-mail, reply to it before December 31, 2024 in order to book their trips with the Travel Agency before this date, by

providing the Organising Company with further personal contact details (phone number).

If there is no response from the Winners before December 31, 2024, the Prizes will be considered lost and will be reallocated to other Winners drawn at random on a subsidiary basis. These new winners will be designated and contacted under the same conditions as the initial Winners. The new winners will have one (1) month to reply.

If the participation complies with the terms and conditions described in these Rules and if they confirm their wish to be awarded the Prizes within the required time period, the Winners will receive, by e-mail, the confirmation of their Prizes. Afterwards, the Winners will be contacted by the Travel Agency, by phone, to book the trips before December 31st, 2024.

If the entry does not comply with all of the terms and conditions described in these Rules, the Participant will not be awarded the Prizes or must return it, and will have no possible recourse against the Organising Company.

If the e-mail address is incorrect or does not correspond to that of the Winner, or if for any other reason related to technical problems, the Organising Company is unable to correctly route the information e-mail, the Organising Company may not under any circumstances be held liable. Likewise, it is not the responsibility of the Organising Company to search for the contact details of Winner who cannot be reached due to an invalid or illegible e-mail address, or an incorrect postal address.

Winners who cannot be contacted may not claim any Prize, compensation or indemnity of any kind whatsoever. In this respect, the Organising Company may not be held liable in the event of incorrect, incomplete or illegible contact details provided by the Winner.

The Organising Company reserves the right to make any necessary checks regarding the identity and domicile of the Winner. Any false declaration will automatically invalidate the Winner's participation in the Competition.

If the Winner forfeits his or her Prize for any reason whatsoever, the Prize in question shall remain the property of the Organising Company, which shall be free to reallocate it or not to any person of its choice. Therefore, any Prize returned to the Organising Company for any reason whatsoever shall be deemed to have been abandoned by the Participant and shall not be reallocated.

#### **6.4 General information**

The Organising Company may under no circumstances be held liable in the event of loss and/or piracy of the Prizes.

Each Prize is nominative and may not be awarded to another person. Each Prize is non-exchangeable and may not be the subject of a cash refund, nor of any other consideration of any kind whatsoever, and is non-transferable.

The Organising Company reserves the right, in the event of circumstances beyond its control or for any reason whatsoever, to replace the announced Prizes with a Prizes of at least equivalent value, without it being able to be held liable in this respect.

### **ARTICLE 7 – SUBMISSION OF THE RULES**

The Rules may be consulted on the Website <https://winnen.grandsud-wines.com/> throughout the duration of the Competition and for a period of one (1) month after the end of the Competition.

To be taken into account, any disputes relating to the Competition must be made via the contact form accessible on the Website <https://winnen.grandsud-wines.com/> or by registered letter with acknowledgement of receipt to the Organising Company at the following address: Les Grands Chais de France - Service Juridique [Grand Sud neemt je mee naar de Mediterraanee! Koop Grand Sud en maak kans op een reis voor twee] - 1 rue de la Division Leclerc - 67290 PETERSBACH (FRANCE), no later than thirty (30) days after the end date of this Competition, as indicated in these Rules, as evidenced by the postmark.

## **ARTICLE 8 – LIABILITY**

Participation in the Competition implies that the Participant is aware of and accepts the characteristics and limits of the Internet network, particularly with regard to technical performance, response times for consulting, querying or transferring information, the risks of interruption, the risks associated with the connection, the lack of protection of certain data against possible misappropriation and the risks of contamination by any viruses circulating on the network.

The Organising Company may not be held liable, in particular, for malfunctions that may affect the Internet network, for any configuration problem or problem related to a given browser, or hacking of the Participant's e-mail address.

The Organising Company does not guarantee that the Website and/or the Competition will function without interruption, that they will not contain computer errors or that any faults observed will be corrected.

The Organising Company may not be held liable in the event of technical malfunction of the Competition, if Participants are unable to connect to the Website or to play, if the data relating to a Participant's registration does not reach it for any reason for which it cannot be held liable (for example, a problem connecting to the Internet due to any reason whatsoever on the part of the Participant) or arrives illegible or impossible to process (for example, if the Participant has inadequate computer hardware or software environment for registration) or in the event of problems with the delivery of electronic mail (in particular email treated as spam). Participants may not claim any compensation in this respect.

In the same way, the Organising Company shall not be held liable for any material or immaterial damage caused to the Participants, to their computer equipment and to the data stored therein, or for any direct or indirect consequences that may arise therefrom, in particular on their personal, professional or commercial activity, insofar as such damage is not attributable to it.

The use of robots or any other similar processes to improve the capabilities/results of the options offered by the application, whether mechanically or otherwise, is prohibited, and any violation of this rule will result in the elimination of the author, for the entire duration of the Competition.

In this respect, the Organising Company may cancel all or part of the Competition if it appears that fraud has occurred in any form whatsoever, in particular by means of a computer system, in the context of participation in the Competition or by means of an automatic system designed to modify participation and/or the results of the Competition, and without it being able to be held liable in this regard. In this event, it reserves the right not to award the Prizes to fraudsters and/or to prosecute the perpetrators of such fraud before the competent courts.

The Organising Company also reserves the right to stop or suspend the Competition in any case where, for any reason whatsoever, the computer system awards Prizes not provided for in these Rules. In such cases, the messages informing the Participants of a Prize will be considered null and void, and without its liability being incurred as a result. Under no circumstances may the number of Prizes exceed the number provided in these Rules.

When the Prize is delivered by the postal services or by a carrier, the Organising Company may not be held liable in the event of late delivery of the Prize or damage resulting from the postal services. It shall be the responsibility of the winner, when signing the receipt for the Prize, to check that it has not suffered any damage (packaging or the Prize itself) as a result of transport. If any damage is found, the winner may refuse the Prize and submit a written claim to the Organising Company within five (5) working days from the date of receipt of the Prize. If he nevertheless accepts it, he must make reservations in the delivery note that he will give to the carrier and the Organising Company will get back to the winner directly.

The Organising Company declines all responsibility for any incidents and/or accidents that may occur during the use of the items ordered and/or as a result of their use and excludes all guarantees in this respect.

## **ARTICLE 9 – PERSONAL DATA PROTECTION**

The personal data of the Participants (surname and first name, e-mail address, date of birth) and of the Winner (surname and first name, e-mail address, date of birth, phone number), (hereinafter referred to as the "**Personal**

Data"), is collected directly from the Participants, when participating in the Competition, by the Agency acting in the name of and on behalf of the Organising Company. The Organising Company acts as the Data Controller for the Personal Data carried out within the framework of this Competition.

**Purposes of processing Participants' Personal Data:**

The Participants' Personal Data is processed by the Agency in order to organise, manage and ensure the smooth running of the Competition by communicating with the Participants, and to award the Prizes to the Participants. This processing of Personal Data is necessary for the execution of the contract to which the Participant is a party.

**Security of Participants' Personal Data:**

The Organising Company, as organiser of the Competition and Data Controller, takes technical and organisational measures in accordance with the applicable regulations in force in order to ensure the security and confidentiality of the Participants' Personal Data, in particular by imposing security requirements on the Agency and the Technical Service Provider whose role it is to collect and process Personal Data on its behalf.

**Recipients of Participants' Personal Data:**

- The Personal Data of Participants is collected by the Agency;
- The Personal Data of the Participants, who gave their consent during their registration by ticking the box provided for this purpose, are transferred to the Organising Company, including the other companies in the Group of which the Organising Company belongs which may be involved in the processing of the Personal Data;
- The Personal Data of Participants will not be communicated to other third parties, nor for purposes other than those set out in the article "Purpose of processing Participants' Personal Data".

**Period of Personal Data storage:**

The Personal Data is stored in accordance with the applicable French and European standards. The Personal Data collected on behalf of the Organising Company will be kept for a period of six (6) years from the end date of the Competition.

At the end of this period, they will be destroyed by the Organising Company.

**Rights of Participants regarding their Personal Data:**

In accordance with French and European standards relating to the protection of personal data, and in particular the provisions of the General Data Protection Regulation (hereinafter the "GDPR") and the French Data Protection Act (Loi Informatique et Libertés), the Participant is informed that he or she has a certain number of rights listed below: a right to information, a right of access, a right of rectification, a right to portability of his or her Personal Data, a right to limitation of processing and opposition, and a right to deletion of his or her Personal Data. The Participant also has the right to define directives relating to the fate of his or her Personal Data after his or her death.

When their Personal Data is processed for commercial prospecting purposes, the Participants have the right to object to the processing of his or her Personal Data at any time.

The Participant may send any request to exercise his or her rights regarding the processing of his or her Personal Data to the following address:

Les Grands Chais de France, Data Protection Officer - 1, rue de la Division Leclerc - 67290 PETERSBACH  
or by email to: [dpo@lgcf.fr](mailto:dpo@lgcf.fr)

A copy of a valid identity document may be requested.

If the Participant considers that his or her rights have not been respected, he or she may lodge a complaint with the Dutch Data Protection Authority, whose contact details can be found at <https://www.autoriteitpersoonsgegevens.nl/>

For further information on personal data, the Participant may refer to the [Confidentiality Policy](#) and [Cookies Policy](#) accessible on the Website.

## **ARTICLE 10 – CONSUMER OMBUDSMAN**

In case the Participant has not obtained satisfaction, he or she can send a written complaint to the Organising Company or the Agency via the contact form available <https://www.lgcf.eu/contact/form.winnen-grandsud-wines.cpm> .

In the event of a dispute or claim for which the Participant considers that he or she has not received a satisfactory response from the Organising Company or the Agency, the Participant may visit the European online dispute resolution platform at: <https://webgate.ec.europa.eu/od>

## **ARTICLE 11 – DECISIONS OF THE ORGANISING COMPANY**

The Organising Company also reserves the right to modify, extend, shorten, suspend or cancel the Competition, without prior notice, in the event of force majeure.

The Organising Company may not be held liable for any of the foregoing and Participants may not claim any compensation or indemnity of any nature whatsoever.

## **ARTICLE 12 – APPLICABLE LAW**

The present Competition and the Rules are governed by Dutch law.

Any dispute concerning the scope, existence, validity, interpretation and application of these Rules and the Competition will be settled amicably between the Organising Company and the Participant. Failing amicable settlement, any dispute arising from the Competition or these Rules shall be referred to the competent courts of Amsterdam.