

## **LEGAL INFORMATION**

### **PUBLISHER**

Orange, a public limited company (*société anonyme*) with capital of €10,640,226,396, Companies Register of Nanterre 380 129 866

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## **T&Cs**

Terms and Conditions of Use of the "Orange-l'artefact oublié" mobile app

### **ARTICLE 1 – PURPOSE OF THE TERMS AND CONDITIONS OF USE**

The purpose of these Terms and Conditions of Use (hereinafter the "T&Cs") is to define the rules for using the mobile app "Orange-l'artefact oublié" (hereinafter the "App") published by the company Orange. By installing the App on your device and/or accessing the App, you unreservedly consent to these T&Cs and you agree to fulfill your obligations. If you do not accept the T&Cs or you are unsure, please do not use the App. The T&Cs contain the entire agreement between you and ORANGE which is applicable to your use of the App. ORANGE reserves the right to modify these T&Cs by updating them at any time. The version of the T&Cs which is applicable between you and ORANGE is the one in force when you log in and use the App. We recommend you check this page regularly to read the T&Cs in force when you use the App.

### **ARTICLE 2 – PURPOSE AND FEATURES OF THE APP**

Once the App is downloaded, you can search for the forgotten artifact by solving puzzles.

As each puzzle uses augmented reality, the App will ask users for permission to use the mobile phone's camera to continue. If the user refuses to provide this permission, the App will close.

When the user solves the final puzzle, they will be offered:

- if they wish, to take part in a prize draw to try and win the prizes (see the terms of entry in the game rules),
- A bonus. The bonus will allow users staying at Disney's Hotel New York The Art of Marvel at Disneyland Paris between August 1, 2021 and June 30, 2022 to solve an additional puzzle in their hotel room. Solving this puzzle will allow users to access a QR code giving them a 15% discount in this hotel's store (from August 1, 2021 to June 30, 2022).

These features may be expanded or modified at any time by ORANGE, and it cannot be held liable in this regard.

### ARTICLE 3 - ACCESS TO THE APP

To access the App, you must have a mobile device and internet access. The App can be downloaded for free from the "Apple Store" and "Google Play Store" platforms to the following mobile devices: - Apple® iPhone® with at least iOS 10.0 operating system - mobile phone with at least Android® Lollipop (API 21) operating system. The App software version might be updated to add new functions and new services.

The user shall pay all costs required to access the App and its content (hardware, software, internet connection, etc.).

### ARTICLE 4 - USER LICENSE

ORANGE grants you a personal right to use the App and its content. This right is granted on a non-exclusive, revocable, non-assignable, non-transferable, global and free-of-charge basis, and solely for use of the App, excluding any other purpose. It is strictly prohibited to access and/or use and/or attempt to access or use the App's source codes or object codes. You do not receive any intellectual property rights over the App or its content, nor any right other than those granted by these T&Cs.

### ARTICLE 5 – PERSONAL DATA

If you do not want to take part in the proposed prize draw, no personal data is collected.

If you want to take part in the prize draw, the personal data collected is your email address and country of residence, to be able to carry out the prize draw (and to inform winners if they win. )

To receive the prize, the game organizer (Orange) may ask the winners for additional information.

### ARTICLE 6 – INTELLECTUAL PROPERTY

All App content is bound by French, EU and international legislation regarding copyright and intellectual property. All reproduction and representation rights relating to the App are reserved by ORANGE, including all graphics, icons and photographs, regardless of the country of protection and whether or not these rights have been registered. The reproduction and/or representation of all or part of the App, regardless of medium, including all trade names, trademarks, logos, domain names and other distinctive signs, is formally prohibited and would constitute an infringement of the intellectual property code.

### ARTICLE 7 – APP AVAILABILITY

The App is accessible online 24/7. However, considering the complexity of the internet network and the peak in user activity at certain times, ORANGE does not offer any guarantee regarding continuity of service, and it cannot be held liable if it is temporarily impossible to access all or part of the App. No right to compensation is granted in view of this section. ORANGE reserves the right to stop supplying all or part of the Service or Site features, without notice, without compensation and at its complete discretion, on a definitive or provisional basis.

### ARTICLE 8 – LIMITATION OF LIABILITY - ABSENCE OF GUARANTEE

ORANGE undertakes to implement all the required measures to ensure access to the App. In general terms, you accept and recognize that you are solely and entirely liable for your use of the App, including any information you may enter. By using the App, you undertake not to act in a harmful manner or to cause harm to the image, interests or rights of ORANGE, to damage or make the App unusable. ORANGE cannot be held liable and will not be required to compensate you for the direct or indirect damage resulting from App downtime. ORANGE cannot be held liable for any damage resulting from accidental transmission of a virus or other malicious items, or the actions or conduct of a third party. It will not be held liable for (i) inability to access the App, (ii) misuse of the App, (iii) internet network overload, (iv) potential malfunction of devices used by you, (v) force majeure or an event outside its control.

#### ARTICLE 9 - NO WAIVER

Should one of the parties not avail itself of a failure by the other party to meet any of the obligations referred to in these T&Cs, this may not be interpreted in the future as a waiver of the obligation in question.

#### ARTICLE 10 - APPLICABLE LAW - DISPUTES

These T&Cs are governed by French law. Any dispute regarding the App or interpretation of these T&Cs will be referred to the appropriate court.

### **"Orange: L'artefact oublié" Game**

#### **Article 1: Game Organizer**

The company Orange, a public limited company (*société anonyme*) with capital of €10,640,226,396 - 111, quai du Président Roosevelt 92130 Issy-les-Moulineaux – Companies Register of Nanterre 380 129 866 (hereinafter the "**Organizer**") is organizing a free game with no purchase necessary entitled "Orange - L'artefact oublié" (hereinafter the "**Game**")

#### **Article 2: Game Duration**

The Game will start on August 1, 2021 at 10am and will end on June 30, 2022 at 10pm (as per French date and time of login).

#### **Article 3: Rules of entry**

**3.1.** By taking part in the Game, Entrants unreservedly agree to abide by these rules (hereinafter the "**Rules**"), in their entirety, rules of ethical practice in force online, and the laws, regulations and other texts applicable in France. Non-compliance with the terms for participation set out in the Rules will lead to an entry being null and void.

**3.2.** Participation in the Game is limited to any person who meets the following cumulative conditions on the start date of the Game (hereinafter the "**Entrant**"):

- over 13 years old,
- residing in metropolitan France (including Corsica, excluding overseas territories and departments) or Luxembourg
- with internet access (mobile);
- with a compatible mobile phone: at least iOS 10.0 operating system or Android® Lollipop (API 21) operating system.
- with a personal e-mail address, at which the Entrant can be contacted as necessary for the purpose of managing the Game;

A minor over 13 years old may take part in the Game, provided that their parent or guardian provides their permission beforehand, and this individual thus agrees to take responsibility for this Entrant's adherence to the Rules. As a result, the Organizer will assume that any Entrant to the Game who is a minor has received the aforementioned permission.

**3.3.** The following may not take part in the Game: Organizer employees and people who helped develop the game, directly or indirectly, in any manner, notably people working for the Organizer and their family members (same name and address).

**3.4.** Entries shall only be considered for those who comply with all the stipulations of these Rules. For this purpose, the Organizer reserves the right to carry out any checks that it deems appropriate to verify the identity, age and contact details of each Entrant. Any incomplete, erroneous or false information, or that does not help to identify or situate the Entrant will result in the cancellation of the entry.

#### **Article 4: Game entry requirements**

Participation in the Game is solely electronic, via the "Orange - L'artefact oublié" mobile app (the App), excluding any other method, including postal entry.

To take part, each Entrant must:

- download the App for free from the "Apple Store" or "Google Play Store" platforms to a compatible mobile phone,

- solve the puzzles in the App. As each puzzle uses augmented reality, the App will ask users for permission to use the mobile phone's camera to continue. If the user refuses to provide this permission, the App will close,
- complete the entry form displayed when the user has solved the final puzzle, providing their email address and country of residence.

The user shall pay all costs required to access the App and its content (hardware, software, internet connection, etc.).

Similarly, the Entrant undertakes to abide by the rules in force in terms of intellectual property, and not to reproduce, represent, distribute or modify, in any way, the content (signs, writing, images or messages of any kind) for which they have not received express permission from the owners during their participation.

### **Article 5: Procedures for naming and informing Winners**

A prize draw will take place on the first day of each month including all Entrants who have met all Game entry and registration requirements for the previous month (hereinafter the "**Prize Draw**").

The Prize Draw will select 5 winners each month from the Entrants who have met the provisions of the article above (hereinafter the "**Winners**"):

- 3 Winners from French residents
- 2 Winners from Luxembourg residents.

The Organizer will inform each Winner of their win through the email address used by this winner for their entry, within 15 working days following the prize draw. The contacted Winner must, within 20 days following receipt of the message, confirm that they accept their prize and inform the Organizer of their address and telephone number.

If a response is not received by the Organizer from the Winner in the aforementioned conditions and time frame, or if the Winner relinquishes their prize within this period, the prize will be considered forfeited by the Winner.

Entrants who do not win a prize will not be contacted.

### **Article 6: Description of the prizes**

**6.1.** The Game is a prize draw:

3 prizes for French residents:

- Two x 1 stay for 4 people at Disneyland Paris including
  - One night in a 4-person room at the Disney's New York The Art of Marvel hotel
  - 8 tickets for 1 day/2 parks
  - 1 breakfast for 4 people

The date of the stay will be determined by the organizer and the winner. The stay will need to be taken within 6 months following the prize draw.

Value of a stay (indicative): €1,200 including taxes

- One 5G smartphone with an indicative value of €800 including taxes

2 prizes for Luxembourg residents:

Two x 1 stay for 4 people at Disneyland Paris including

- One night in a 4-person room at the Disney's New York The Art of Marvel hotel
- 8 tickets for 1 day/2 parks
- 1 breakfast for 4 people

The date of the stay will be determined by the organizer and the winner. The stay will need to be taken within 6 months following the prize draw.

Value of a stay (indicative): €1,200 including taxes

To receive this prize, the Winner must immediately prove to the Organizer that they have the paperwork required to travel to Disneyland Paris (valid passport on date of departure) and specifically, if required, a valid visa.

If they are refused entry to France, the Winner cannot claim compensation of any kind.

The Winner and their companions, where applicable, must hold accident/repatriation insurance and civil liability insurance (covering all physical damage and injuries for which they could be responsible or experience) which are valid throughout their stay.

**6.2.** The value of each set of prizes listed above is strictly for information only.

## **Article 7: Handover and use of each prize**

### **7.1. Handover of the prize**

The organizer will email the winners to organize the stays. The stays must be used within 6 months following the prize draw.

The smartphones will be shipped to the Winner by Chronopost to the address indicated to the Organizer, within approximately 4 weeks after the Organizer receives confirmation of acceptance of the prize from the Winner and their address.

The Organizer cannot be held responsible for any theft, damage or loss occurring during delivery. Furthermore, the Organizer cannot be held responsible under any circumstances for loss and/or damage of the prizes by the postal service and/or improper operation of the postal services.

## **7.2. Clarification concerning the conditions for use of the prize**

7.2.1. The Organizer may not be held liable for any incident and/or accident that may occur during delivery and/or prevent the full enjoyment of each prize and/or due to the improper use of the prize by the Winner, and shall not provide any service nor guarantee related to the use of said prize.

7.2.2. None of the prizes allocated may be the subject of a dispute of any kind by any of the Winners. Each prize allocated is strictly personal, meaning it may not be transferred or sold to any third party; it may not be the subject, by the Organizer, of any reimbursement in cash or any exchange or award of the total or partial equivalent value thereof in kind or in cash.

## **Article 8: Consultation of the Rules**

The Rules can be viewed via the App from July 1 and throughout the duration of the Game.

A copy of the Rules will also be sent by post to any person making a request in writing, including a separate sheet of paper with legible and complete details (full name, postal address), within ten (10) working days following the end of the Game (as per the postmark) to the Game Address.

In all cases, any incomplete or illegible request, request sent to an address other than the address mentioned above or sent after the expiry of the above-mentioned deadline (as per the postmark) shall be considered null and void.

In the case of a possible extension or delay of the Game, the deadline to send requests to receive the Rules shall be similarly delayed.

## **Article 9: Modification of the Game**

The Organizer reserves the right to cancel, defer, extend, shorten or partially or completely modify this game if circumstances require; they cannot be held liable for this under any circumstances. No compensation may be requested in such circumstances.

Should this occur, the Organizer will make every effort to inform the Entrants by any means of their choice.

### **Article 10: Data protection**

The information concerning the Entrants is processed by the Organizer in the context of their entry into the Game.

All the information collected from the Game entry form is necessary to enable the Organizer to inform the Winners if they win. To receive the prize, the Organizer may ask the Winners for additional information.

The Organizer processes the following data categories:

Identification data: Country of residence

Contact data: email

The recipients of the personal data thus collected are the Organizer's teams and those of its partners and/or service providers responsible for organizing the Game.

The data processed during participation in the Game is kept by the Organizer for 6 months after the end of the Game.

Each Entrant has the right to access, rectify and delete their data by writing to Jeu concours Orange L'artefact Oublié – Partenariat Disneyland Paris 1 Avenue Nelson Mandela 94 110 Arcueil (indicating their full name, address, telephone number and attaching a copy of their ID) or by email [concours.partenariats@orange.com](mailto:concours.partenariats@orange.com). Each Entrant also has the right to object to or restrict processing of their data. In addition, it is also possible to request data portability.

The Entrant may contact the Organizer's Data Protection Officer by writing to this same Address. A response will be sent within one month from receipt of the request. If discussions with the Organizer have not been satisfactory, the Entrant will have the right to file a complaint with the French Data Protection Authority (CNIL), the authority responsible for ensuring compliance with data protection obligations in France.

The Entrant can also prepare guidelines regarding the storage, deletion or communication of their data after their death.

### **Article 11: Liability**



**11.1.** The Organizer's liability is strictly limited to the issue of prizes actually and lawfully won.

**11.2.** Users are expressly reminded that the internet is not a secure network. For this purpose, entry implies knowledge and acceptance of the characteristics and limits of the internet by every Entrant, notably in relation to technical performance, response times for viewing, querying or transferring information, the risk of interruption and, more generally, the risks inherent in any connection and transmission on the internet in general, the absence of protection of certain data against possible misappropriation and the risk of infection by any viruses on the internet network.

As a result, the Organizer may not be held responsible for any infection by viruses or third-party intrusion into the Game Entrants' device, and accepts no responsibility with regard to the consequences of the Entrants connecting to the network.

Specifically, the Organizer cannot be held responsible for any damage caused to the Entrants, to their computer equipment and the data stored therein, as well as any consequences which could affect their personal or professional activity. It is up to all Entrants to take appropriate measures to protect their own data and/or software stored on their computer equipment against any interference.

**11.3.** The Organizers may cancel all or part of the Game if it becomes apparent that fraud has occurred in any form whatsoever, notably by computerized means, within the framework of participation in the Game or in deciding on the Winners. In this case, they reserve the right not to allocate prizes to fraudulent parties and/or to have them prosecuted before the competent courts for such fraud.

**11.4.** The Organizer shall do its best to provide access to the Game at any time, without being bound by any obligation to do so. The Organizer may, at any time, particularly for technical reasons or for updates or maintenance, interrupt access to the Game. The Organizer will not be held responsible for these interruptions or their consequences under any circumstances.

## **Article 12: Agreement of proof**

The Organizer has used the necessary technical resources to be able to demonstrate whether or not an Entrant has participated in the Game. It is therefore agreed that, except in the event of a manifest error, the data contained in the Organizer's information system constitutes evidential proof in respect of connection elements and information resulting from computerized processing relative to the Game.

It is hereby agreed that, except in the event of manifest error, the Organizer may use – notably as proof of any action, fact or omission - programs, data, files, records, operations and other elements (such as follow-up reports or similar) of a computerized / electronic nature, format or medium, established, received or directly or indirectly retained by the Organizer in their information systems.

The Entrants undertake not to dispute the admissibility, lawfulness or evidential value of the physical elements or those that are in an above mentioned computerized or electronic format or medium, on the basis of any legal provision of any kind and which specifies that certain documents must be written or signed by the parties to constitute proof. Thus the elements considered constitute evidence and, if they are produced as means of evidence by the Organizer in any litigation or other proceedings, they shall be admissible, valid and binding on the parties in the same way, under the same terms and with the same evidential value as any document that may be drafted, written or kept in writing.

### **Article 13: Intellectual property**

Any creations, names or trademarks mentioned in the Rules as well as in any communication medium related to the Game, shall remain the exclusive property of their author or depositor.

### **Article 14: Complaints**

In the event of any appeal or complaint, for any reason, the requests must be sent to the Organizer within 2 (two) months following the end of the Game (as per postmark).

Requests must be sent in writing to the Organizer at the Game Address.

No verbal or telephone requests will be answered.

### **Article 15: Applicable law and jurisdiction**

These rules are governed by French law.

Any dispute regarding this Game which cannot be resolved amicably will be submitted to the competent courts.