

BIC® HASHTAG CONTEST 2018

COMPETITION RULES

Article 1 Organiser / Competition duration

BIC Iberia, S.A.U., Tax ID No. A08086878, with registered offices in Tarragona, Polígono Industrial “Entre Vías” (Complejo BIC), and **BIC PORTUGAL, S.A.U** with registered offices in Avda da Igreja 42 – 11º Esq, 1700-239 Lisbon, and NIPC 500 162 590, (hereinafter referred to collectively as the “Organising Companies” or “BIC”) are launching a promotion targeted at consumers in general and particularly consumers of BIC® lighters in Spain and Portugal. The competition and its participants are subject to the regulations indicated below.

The competition will take place between 00:00 CET on 14 September and 24:00 CET on 18 November 2018.

Article 2 Participation requirements

Participation in this competition is open to persons who comply with the following requirements:

- Over the age of 18;
- Residents of Spain (including the Balearic Islands, Canary Islands, Ceuta, and Melilla) or Portugal (including Madeira and the Azores);
- No persons who do not comply with the above requirements may participate in the competition. Also prohibited from taking part are any directors or employees of the Organising Companies, or any company that the Organising Companies control either fully or partly, any persons involved in the execution of the competition, and any members of their families (ancestors and descendants). The Organising Companies reserve the right to ask any participant to prove they meet these conditions. Any person who fails to meet these conditions or refuses to prove that they do shall be excluded from the competition and will not be able to redeem a prize in the event that they win.

The Organising Companies reserve the right to take any measures to verify the information provided by the Participants, within the scope of application of this Article.

Any inaccurate or incomplete registrations shall not be taken into consideration and the persons in question shall be unable to participate.

By participating in the competition, participants explicitly and wholly accept these Competition Rules.

Article 3 Mechanics of the competition

Persons who wish to participate must visit the “bichashtagcontest.com” Website and fill out the registration form with the following information:

Name
Surname
Date of birth
Email
Country of residence
Address
Town and post code

During registration, participants must enter an idea for a hashtag for a BIC® lighter. The hashtag must adhere to the conditions set out in the following Article of these Competition Rules.

Only hashtags entered during the competition dates will be valid (i.e. between 00:00 CET on 14 September 2018 and 24:00 CET on 18 November 2018).

Article 4 The hashtags

The hashtags will be themed around the desire of owners of BIC® lighters for these to be given back to them after they have been used. The best hashtags will be good natured, fun, and ironic.

By simply entering hashtags, participants acknowledge and declare that the hashtags comply with the provisions set out in these Competition Rules. BIC reserves the right to block hashtags that, in its opinion, fail to adhere to the Competition Rules or that it does not consider appropriate for any reason. Decisions made by BIC are irrevocable and are not subject to appeal.

The hashtags must be original. BIC will not accept imitations of registered trademarks nor any hashtags that infringe upon the intellectual property of third parties or violate any legal provisions set out by the European Union, Spain, or Portugal.

The hashtags must not contain implicit or explicit references to violence, discrimination of any kind, defamation, sex, religion, or politics. They must not

be offensive, vulgar, or contain anything that might reasonably hurt the feelings of individual or collective third parties.

Participants must understand that other participants may use similar ideas or concepts related to the theme of the hashtags and therefore renounce the right to make any kind of claim against other participants' hashtags.

Article 5 Description of the prizes and requirements for winning

5.1. Description of the prizes

Each winner will be awarded one box of five BIC® lighters, one of which will have the hashtag that the winner has personalized printed on it. The rest of the lighters will have any of the current collection of BIC hashtags printed on them.

The prizes are worth approximately €5 each.

Prizes cannot be exchanged for their value in money.

The Organising Companies commit to complying at all times with their tax obligations (retention of part of the value of the prizes or any other obligations) set out by their legislative frameworks and jurisdictions.

5.2. Requirements for winning

(i) BIC will assemble a panel to select the winners. The panel will select the winning hashtags on the basis of the following factors: theme, originality, and the good nature, irony, or humour of the hashtags.

(ii) 100 winners will be chosen per country, for a total of 200 winners. Each of the winners will receive a box with the following content: one lighter personalized with the winner's hashtag and 4 lighters personalized with hashtags from the current BIC Hashtag Collection.

5.3. Decision of the panel

(i) The panel will make a decision by 30 November 2018 at the latest.

(ii) The decision of the panel is final and beyond appeal.

Article 6 Delivery of prizes

The winners will be contacted via email by 11 December 2018 at the latest. Winners must verify their identity (by providing a copy of their personal ID document) when contacted.

If a winner fails to respond within a week (seven days) of the email being sent, their prize will be rendered null and void.

Winners may not request that their prize be exchanged for its value in money or any other prize.

The Organising Companies cannot be held responsible for poorly functioning Internet, server lapses, or any other event that makes it impossible to notify participants of their win due to reasons outside of their control.

In the event that it is impossible to assign the aforementioned prizes, the Organising Companies reserve the right to replace the prizes with other prizes with at least an equivalent value. No claims arising from such events will be considered valid.

The prizes will be sent to the winners as quickly as possible, once communication has been established with the participants in question.

Article 7 Intellectual property

The reproduction, representation, or exploitation of all or part of the elements (graphics, etc.) involved in the competition or the website is strictly prohibited. All simple (words), figurative, semi-figurative, and graphic trademarks, in addition to the names of the products cited, are registered trademarks, graphics, or product names belonging to their respective owners.

Any exploitation of these elements, in any form, must comply with intellectual property legislation.

Article 8 Surrender of copyright

By taking part, the participants surrender all copyright relating to the use of their hashtags. They surrender freely, for an unlimited period of time and with global validity, all rights to BIC IBERIA, S.A.U or BIC PORTUGAL, S.A.U, depending on whether their country of residence is Spain or Portugal respectively, so that the Organising Companies – or any company affiliated with the BIC Group – can publish any of the hashtags in whatever forum and in whatever way they deem most appropriate, including the Internet, provided this is always linked to BIC® products and promotions.

The surrender of rights to the use of these hashtags includes all publication, reproduction, execution, distribution, exhibition rights, and any other rights on all formats and devices, both digital and non-digital, and in any environment (print, television channels, radio, cinema adverts, internet press, etc.).

The hashtags entered by the participants may be partially modified, adapted, or reworked to create new or derivative versions of the original hashtags.

The participants grant their approval for the hashtags to be published on the Internet from the moment they submit them via the website. They may be published by any of the companies or organisations in the BIC Group, especially the Organising Companies.

Article 9 Personal data

Please be reminded that in order to take part in the competition, participants are required to provide certain personal information about themselves (name and surname, email address, and postal address if necessary).

This collection of data requires the data subject to provide their explicit, free, specific, informed, and unequivocal consent, which will be provided via computer applications that ensure the provision of this consent. Without this consent, the visitor will not be able to take part in the competition.

Additionally, we kindly remind data subjects that they can withdraw this consent at any time, by contacting the data controller.

In accordance with article 13 of the European General Data Protection Regulation 2016/679, we hereby inform data subjects of the following points:

- The data controller: BIC IBERIA, S.A., registered under tax ID number A-08086878, with registered offices in Pol. Ind. Entrevies s/n, 43006 Tarragona.
- The data processor responsible for managing the contestants is the company WE ARE SOCIAL, S.R.L., whose registered offices are in Corso San Gottardo 42/A Milan 20136 (Italy), and whose tax ID number is 06969400966; The company responsible for sending prizes to the winners will be VANNG PUBLICIDAD E IMAGEN, S.L., whose registered offices are in C/ Guifré nº 100, Entlo 2, 08912 Badalona, registered under tax ID number 61832531.
- This data is processed in order to manage competition participation and the delivery of prizes. This data will be kept for a maximum period of 4 months starting from the end of the competition to handle any potential complaints or incidents.
- Data subjects that have consented to being contacted after the competition that their personal data will only be processed so that they can receive marketing information about products and/or promotions for BIC® products. Under no circumstances will processing be carried out to create automatic profiles or similar. Data processing will be carried out using pseudonymised data wherever possible. This data will be kept for a period of 2 years starting from the date when it was provided.

- Personal data will not be passed on or processed for purposes other than those described in this document.
- Both the data controller of the personal data and the data processor possess the material, technical, and human resources to ensure the integrity and security of the data.

Data subjects will be able to exercise their rights to access, correct, or delete their personal data, limit or oppose its processing, as well as the right to ensure the portability of their personal data by sending an email to the following email address: lopd.biciberia@bicworld.com; or by sending a request in the post to the following address of the Organising Company:

BIC IBERIA, S.A.
Departamento Legal
Concurso BIC® HASHTAG CONTEST 2018
Pol. Ind. Entrevies, s/n. Complejo BIC
43006 Tarragona

Article 10 Responsibility

The Organising Companies reserve the right to annul, modify, shorten, extend, or suspend this competition if forced to do so by circumstances outside of their control, without incurring any type of liability.

In the event of modifications to the rules or mechanics of the competition, the Organising Companies will publish the changes on the competition website.

The Organising Companies will incur no liability in the event of a technical incident that prevents the participant from connecting to the Internet, that means that emails to the participant are lost, delayed, or sent to the wrong address, or that results in the participant's email address being incomplete when saved.

The Organising Companies will incur no liability deriving from incorrect or inaccurate information that may be caused by website users or any team or programme associated with the organisation of the competition.

The Organising Companies decline all responsibility in the event that the website is unavailable during the competition or in the event that the addresses provided by the participants are destroyed due to reasons outside of their control.

The Organising Companies decline all responsibility in the event of an incident related to the use of the participant's technology, their access to the Internet, or any other type of technical incident.

By participating in the competition, participants acknowledge that they are aware of and accept the characteristics and limitations of the Internet, especially as regards the technical characteristics, response times involved in consulting,

requesting, or sending information, risks of interruption and, more generally, inherent risks relating to all connections to and transmissions via the Internet, the absence of protection for certain data against potential breaches, and the risk of contamination by internet-based viruses.

All participants are required to take appropriate measures to protect their data and/or software stored on their IT devices against any attacks or attempted attacks.

Similarly, the Organising Companies cannot be held responsible if issues with telephone lines result in the contestants' connections being interrupted and them being unable to participate in the competition.

Article 11 Exclusion of participants

The Organising Companies reserve the right to temporarily or definitively exclude – at any time and without any warning – any participants from the competition in the event that they adopt a disloyal attitude towards this competition and its workings, or any persons who – as a result of their fraudulent behaviour – damage the smooth running of the competition.

The Organising Companies may also annul the participation(s) of any participant who fails to adhere to the Competition Rules. This may occur at any time and without any warning.

Participants who are selected as winners but fail to identify themselves in accordance with Article 3 renounce the prizes awarded to them.

Article 12 Acceptance – Filing – Modification of rules

By participating in the competition, participants accept both the Competition Rules in full and all decisions by the Organising Companies regarding any claims that may arise as a result of the interpretation and application of these rules.

The Competition Rules have been filed with a Notary in Tarragona: D. Jesús-María Piqueras Gómez (Méndez Núñez, nº 1 - principal - 43004 - TARRAGONA).

Visitors will find an electronic version of the Competition Rules at www.bichashtagcontest.com. A copy of the rules can be downloaded from here.

In the event of exceptional circumstances, the Organising Company reserves the right to partially or fully modify the Competition Rules at any time, provided that it informs the participants of the modifications through an announcement on the website and files the modification(s) with the aforementioned notary.

In case of any discrepancy between the Spanish and the translated versions of these Competition Rules, the Spanish version prevails.

Article 13 Claims

No claims of any kind will be accepted or acted upon once two months have passed after the closing date of the competition.

If the information provided by the participant makes it impossible to inform them of their prize or send them their prize, they will lose their status as a winner and will not be able to make a claim.

Article 14 Applicable law and disputes

These regulations are governed by Spanish Law for participants residing in Spanish territories and Portuguese Law for participants residing in Portuguese territories.

In the event that one or more of the provisions contained in these regulations are declared null or inapplicable, the rest of the clauses will remain valid.

Attempts will be made to resolve any disputes that arise in relation to the competition in an amicable manner. If no agreement can be reached, the dispute will be subject to the jurisdiction applicable to the registered offices of the Organising Companies, except where other public provisions set out different criteria for competency.