

## CONTEST RULES - @teleperformance\_group World Day of Happiness

Please read carefully these contest rules (the “Rules”) that govern your participation in the contest (the “Contest”). By participating in the Contest, you accept without reservation the Rules. The Rules will be sent to the local Marketing Departments of Teleperformance Group and published on Teleperformance website.

### 1. Organizer

This contest is organized by Teleperformance SE, a company organized and existing under the laws of France, having its registered office at 21-25 rue Balzac, 75008 Paris, France, registered at the Paris Commercial and Corporate Registry under the reference B 301 292 702 (the “Organizer”). The Organizer is supported in the organization of the Contest by other companies belonging to Teleperformance Group, including Teleperformance Group Inc. “**Teleperformance Group**” or “**TP Group**” shall mean any companies that are, directly or indirectly, owned by the Organizer. The Organizer is also supported in the organization of the Contest by The Influencer Marketing Factory (the “Administrator”).

For the avoidance of doubt, the Contest is not managed nor sponsored by TikTok, Amazon or any other platform, app or company other than the Organizer.

### 2. Duration and scope of the Contest.

The Contest will take place from March 29 at 11:59pm (**Miami time**) until at **11:59 p.m. on April 12<sup>th</sup>** (the “**Duration of the Contest**”). The Contest is worldwide and everyone above the age of 18 can participate, as detailed below. Participants of the Contest are referred to as individually as a “**Participant**” and jointly as the “**Participants**”.

### 3. Conditions of participation.

The participation in the Contest is entirely voluntary and free. The Contest is open to the general public, including employees of companies belonging to Teleperformance Group and non-employees

In order to participate in the Contest, a Participant must have an active TikTok account and must comply with TikTok’s conditions of use. Each Participant must release TikTok from any liabilities regarding this Contest and may be required to sign a waiver towards TikTok at any time during the Contest. By participating in the Contest, each Participant acknowledges that the Contest is not managed nor sponsored by Apple, TikTok or any other platform, app or company other than the Organizer.

#### Steps to be followed to participate:

1. The Organizer will generate a post on TikTok official account of Teleperformance Group (@teleperformance\_group) (the “**TP Group Official Account**”) on the first day of the Duration of the Contest in which it will announce the Contest.
2. Participants shall (i) follow **TP Group Official Account** at [https://www.tiktok.com/@teleperformance\\_group](https://www.tiktok.com/@teleperformance_group), (ii) comment on the TikTok post

published on March 29<sup>th</sup> regarding the World Day of Happiness, like the video, and tag someone who makes you happy!

- 3. Only one (1) comment per Participant per day is eligible for the Contest.** All comments posted as indicated above during the Duration of the Contest will be considered as an opportunity to win the prize but, for the avoidance of doubt, a Participant can win with only one comment. In other words, it is possible for Participants to participate several times with several comments or only once with one comment.

#### Exclusion from the Contest:

The Organizer reserves the right to cancel the participation of a Participant for any of the following conditions: (i) fraud committed by the Participant in the framework of the Contest, (ii) publication of content that is sexually explicit or suggestive, violent or abusive to any person or any ethnic, racial, sexual, religious, professional or age group; (iii) promotion of alcohol, illegal drugs, tobacco, weapons in general or firearms in particular (or the use of any of the foregoing); (iv) promotion of any activity that may be considered unethical, illegal or dangerous; (v) dissemination of obscene or offensive language or encouraging any form of hate or hate propaganda group; (vi) defamation, libel, distortion, false or misleading information or publication of content containing detrimental or derogatory comments about other people, groups or companies; (vii) violation of any applicable laws or regulations, including, but not limited to, those governing copyright, content, defamation, privacy and publicity.

#### **4. Selection of the winner**

There will be only one winner of the Contest.

The selection of the winner will be made randomly. The selection will take place by April 29th. The winner selected by the Administrator will be contacted via messages sent by Teleperformance Group Marketing Department or Administrator on TikTok. The winner will be required to provide the following information: name and address where the prize should be shipped.

If the winner does not respond to the message sent on TikTok by the TP Group Official Account or Administrator within 3 days after the message was sent, the substitute winner will be selected randomly by the Administrator. The winner will receive only one message to which he/she has to respond within 3 days as mentioned above; he/she will not receive reminders in case he/she does not respond to the message. Only one (1) alternate drawing will be held and only one (1) substitute winner will be chosen, after which any remaining prize(s) will remain un-awarded.

#### **5. Announcement of the winner**

TP Group Official Account will publish on TikTok account to make the official announcement about the winner of the Contest. This will be done once the winner has been contacted and confirmed that he/she meets all the requirements in accordance with Articles 3 and 4.

#### **6. Prize and delivery**

##### Prize

The prize to be awarded equivalent of an approximate value of **250 USD\$ Amazon Gift card** (the currency may vary depending on the countries where the Participants are located).

The prize is nominative and cannot be attributed to a person other than the winner selected according to Article 4. The prize or the awarding of the prize shall not be grounds for any dispute whatsoever, nor for award of its monetary value in cash, nor for its exchange or replacement. Participants are informed that the sale or exchange of prizes is strictly prohibited. The Organizer shall not be liable for any incidents resulting out of the use of the prize by the winner. The prize will only benefit from the manufacturer's warranty or remedies and warranties as provided in respective terms and conditions for respective gift card.

The Organizer reserves the right to substitute the prize described above with another prize of substantially equivalent value.

In case Amazon gift card is not available in the country where the winner lives, the winner will receive instead local online retailer gift card of an equivalent value of **USD\$250** in the local currency depending on the country where the Participant is located.

The Organizer reserves the rights not to attribute the prize to the winner if he/she does not comply with the requirements of the Rules.

#### Delivery of the prize

The delivery costs will be borne by the Administrator. The prize will be shipped to the winner of the Contest within a maximum period of 2 months after the official announcement of the winner of the Contest by Teleperformance Group.

Neither the Organizer nor Administrator can be held responsible for sending the prize to an incorrect address due to the negligence of the winner. If the prize could not be delivered to the winner's address for any reason beyond the Administrator's control, the prize will definitely remain the property of the Organizer.

### **7. Personal Data**

The personal data concerning the Participants, collected within the framework of the Contest on the legal basis of consent, are mandatory and necessary for the treatment of their participation and its management purposes.

By participating in the Contest, the Participants give their consent to and voluntarily authorize:

- \* the Organizer, acting as Data Controller, and the Administrator, acting as Data Processor, to collect, access and use their TikTok User Name, for sending the message to the winner,
- \* the Organizer, acting as Data Controller, and the companies of Teleperformance Group and the Administrator, as Data Processors, to process (including but not limited to collect, access, and transfer) the following personal data of the winner: first name, last name, email address, residence address for the purpose of participating in the Contest.

The Participants understand, acknowledge, and accept that their personal data may be transferred to countries, territories or organizations that are located outside the European Economic Area and are not recognized as ensuring an adequate level of protection by the

European Commission. Furthermore, the Participants expressly and voluntarily agree, consent, give their permission to, and allow the Organizer to disclose their personal data to any companies of Teleperformance Group as well as to the Administrator. The Participants understand, acknowledge and give their consent to be subject to an automated decision by the Administrator that is used to select a winner and 1 substitute winner.

The Participants understand, acknowledge, and accept that their first name and last name as well as their country of location will publicly be shared by Teleperformance Group on TikTok TP Group Official Account in case they are the winner of the Contest.

Teleperformance Group and the Administrator will retain the Participants' personal data for 2 months after the end of the Contest. Teleperformance Group and the Administrator may retain the Participant' personal data for a longer period if he/she is the winner of the Contest: his/her personal data may be retained until the prize has been delivered to him/her if the prize is delivered more than 2 months after the end of the Contest.

More information about the manner in which Teleperformance processes personal data and the rights of individual data subjects in relation to their personal data are set out in the Teleperformance Global Privacy Policy available at <https://teleperformance.com/en-us/footer/data-privacy-policy/> and Administrator's Privacy Policy available at <https://theinfluencermarketingfactory.com/wpautoterms/privacy-policy/>.

The Participants understand that they may withdraw from the Contest at any time by deleting their TikTok comments submitted for the Contest as specified in these Rules. Such withdrawal from the Contest will not affect any prior processing activities carried out or have any other detrimental effect on them.

## **8. Limitation of liability**

To the maximum extent permitted by applicable laws and regulations, any prize that becomes unavailable for any reason beyond the Organizer's control may be substituted with a similar prize of equivalent value. Teleperformance Group (including their respective officers, employees and agents) shall not be liable for any damages or losses (including, without limitation, indirect or consequential damages or losses) arising out of the Contest or use of the prize, except for liabilities that cannot be excluded by law.

Teleperformance Group shall not be liable for any incorrect, inaccurate or incomplete information provided during or in connection with the Contest if such failure to provide information is due to any cause beyond Teleperformance Group's control.

Teleperformance Group shall not be liable for any force majeure event or any other causes beyond Teleperformance Group's control.

Teleperformance Group shall not be liable for any problems or technical malfunction of any phone, network, servers, computer equipment, software, technical problems or traffic congestion, or any combination of the foregoing, or for any other technical malfunction related to or resulting from participation in the Contest, or from downloading materials related to this Contest. If, for any reason whatsoever, this Contest cannot be run as planned due to computer viruses, bugs, tampering, unauthorized interventions, technical failures or for any other reason beyond Teleperformance Group's control, Teleperformance Group reserves the right, in its sole discretion, to modify or delay the Contest, subject to written instructions in accordance with applicable laws and regulations.

Should a failure in the winner determination system result in an excessive number of winners, the Organizer will not be liable to all Participants beyond the total number of prizes announced in these Rules, i.e., one prize. In the event of such a failure, the Organizer may decide to declare the entire process of determining the winner null and void and cancel the Contest, and at its sole option, re-run the Contest at a later time. The Organizer reserves the right, however, not to cancel the Contest and to award a validly won prize if the determination of the actual winner is technically feasible and fair to all Participants.

The Organizer may cancel all or part of the Contest if it appears that a fraud has occurred in any form whatsoever, particularly in the computerized system or in the determination of the winner. In this case, the Organizer reserves the right not to award the prize to the person the Organizer identifies as committing or assisting in the fraud. Teleperformance Group shall not incur any liability of any kind towards the Participants as a result of any fraud committed.

Teleperformance Group shall have no liability for the content and use of TikTok by the Participants.

## **9. Intellectual property**

All brands or product names mentioned are trademarks of their respective owners.

Any reproduction, affixing, use or reference of these trademarks or of any element of the Contest, which would be made for any purpose whatsoever, on any medium whatsoever and/or by any process whatsoever, to the signs mentioned above, without the authorization of their owners, is illegal.

## **10. Dispute and governing law.**

By participating in the Contest, the Participants accept the Rules without reservation. In the event that any provision of these Rules is held to be illegal or unenforceable, such provision shall be limited or stricken to the minimum extent necessary so that these Rules shall otherwise remain in full force and effect and be enforceable.

Any dispute must be sent to the Organizer by registered mail within one (1) month of the end of the Contest.

These Rules are governed by French laws and any dispute shall be subject to the competent jurisdiction in France.