

RULES AND REGULATIONS OF THE « LACOSTE FOUNDATION CHALLENGE » GAME CONTEST

Summary

ARTICLE 1.	ORGANIZER.....	1
ARTICLE 2.	CONDITIONS OF PARTICIPATION.....	1
2.1	CONDITIONS OF PARTICIPATION TO THE GAME CONTEST	1
2.2	PARTICIPATION VALIDITY	2
ARTICLE 3.	PRINCIPLES OF THE GAME AND DESIGNATION OF THE WINNER.....	3
ARTICLE 4.	WINNER'S PRIZE.....	ERREUR ! SIGNET NON DEFINI.
ARTICLE 5.	DELIVERY OF THE PRIZE	4
ARTICLE 6.	REPRODUCTION, USE AND COPYRIGHT ASSIGNMENT OF THE WINNER'S DESIGN / RESPONSIBILITY OF THE PARTICIPANTS.....	4
ARTICLE 7.	LITIGATION AND LIABILITY.....	5
ARTICLE 8.	DATA PRIVACY	6
ARTICLE 9.	REIMBURSEMENT OF PARTICIPATION FEES	6
ARTICLE 10.	DEPOSIT AND MODIFICATION.....	6

ARTICLE 1. ORGANIZER

LACOSTE OPERATIONS, hereinafter referred to as the “**Organizer**”, a Limited Company, organized and existing under the laws of France whose registered office and principal place of business is located at 31-37, boulevard de Montmorency – 75016 Paris (France), registered in the Trade and Companies of Paris register- under number 562 880 468, is organizing on behalf of the Lacoste Foundation a game contest called “LACOSTE FOUNDATION CHALLENGE” for players of the video game Minecraft Bedrock Edition (hereinafter the game contest is referred to as the “**Game**”).

ARTICLE 2. CONDITIONS OF PARTICIPATION TO THE GAME CONTEST

Participation to the Game implies unreserved acceptance and respect of the provisions of the present rules and regulations. Failure to comply with any of these provisions shall render participation null and void.

2.1 Conditions of participation in the Game contest

The Game is accessible only via the "Croco Island" map that can be downloaded free of charge from April 7th 2022, to April 24th 2022 included, for users of Minecraft Bedrock Edition with Minecraft Marketplace access and a Microsoft account in good standing. Minecraft Bedrock game is sold separately. Limit 1 map per person/account.

Participation to the Game is reserved for any natural/physical person who is 18 years of age or older during the Game period (hereinafter the “**Participant**”).

Access to the Game is forbidden to company representatives and employees, as well as to members of their family in the direct line, of the Organizer and of any company controlled by, controlled with, or controlling the Organizer (within the meaning of article L233-3 of the French *Code de commerce*) and to any person who has collaborated or collaborates in the organization of the Game, up to the 6th degree included.

The Organizer reserves the right to ask any Participant to prove that the Participant is 18 years of age or older and, if necessary, to disqualify any Participant who does not present official proof within two (2) working days of its request.

The Game is open to any natural/physical person who is 18 years of age or older and resides worldwide.

2.2 Participation validity

The Participant agrees to provide in good faith, to the Organizer, accurate and sincere information, under penalty of exclusion from the Game contest and, where applicable, of loss of the **Winner's** status.

The Organizer reserves the right to carry out any verification in order to ensure compliance with these rules and regulations, in particular to remove any Participant who has committed any kind of abuse or attempted fraud, without, however, being obliged to carry out a systematic verification of all participations to the Game. The Organizer may limit this verification to the participation of the Winner, as defined below.

It is strictly forbidden, by any process whatsoever, to modify or to attempt to modify the proposed Game's functioning, especially in order to modify the results or to influence by automated or unfair means the validity of the instant win or the designation of a winner. If it turns out that a Participant has apparently won a prize in infringement of the present rules and regulations, by fraudulent means, such as by use of an automated search or algorithm, or by means other than those defined by the Organizer on the following page <https://corporate.lacoste.com/lacoste-x-minecraft-it-all-begins-with-play/> or by the present rules and regulations the Winner's prize will not be awarded and will remain the property of the Organizer, without prejudice to possible prosecution that may be taken against the Participant by the Organizer or by a third party.

The Organizer reserves the right to cancel the participations of anyone who has registered and/or published designs several times under different identities or by providing inaccurate information.

The Participant authorizes all verifications concerning his/her identity, e-mail address and telephone number. In this regard, the Organizer reserves the right to request from the Participant a copy of the documents attesting to these elements.

It is strictly forbidden for a Participant to compete from several MINECRAFT accounts or to play from an account opened in another person's name.

Each person is deemed to have read, understood and agreed, without reservation, to these rules and regulations when accessing and participating in the Game.

ARTICLE 3. PRINCIPLES OF THE GAME AND DESIGNATION OF THE WINNER

To participate to the Game contest and try to win, the Participant must have a Microsoft account in good standing and a copy of Minecraft Bedrock Edition with Minecraft Marketplace online access (Minecraft Bedrock Edition sold separately), and have downloaded the "Croco Island" free map through Minecraft Marketplace.

During the Game's validity period mentioned in Article 2:

- Step 1: Download the free Croco Island map in the Minecraft Marketplace.
- Step 2: Within the Croco Island map, find a Crocodile and click "Build Tennis" to teleport to the tennis court template.
- Step 3: Using only non-modded (e.g., using custom shader) Minecraft blocks, show us your creative and original designs in the template. We are looking for designs best representing and fitting the following aspect: "**Playful, Collective Spirit & Youth**"
- Step 4: Make sure your designs don't depict any non-Minecraft brands, logos, or characters. Whenever you build and share in Minecraft, follow our Community Standards.
- Step 5: Take a screenshot of your design and share it on Twitter, tagging @Minecraft, @Lacoste and using the hashtag: #LACOSTEFOUNDATIONCHALLENGE

The jury is made up of one (1) MINECRAFT collaborator, two (2) people from the Lacoste Foundation and two (2) people from the "Sport dans la Ville" not-for-profit organization. The jury will meet as of April 25th, 2022 to select the winning design of the Game contest from among all the designs published and sent in accordance with step 5 of this Article. The Organizer will publicly designate the Winner of the Game contest on Minecraft's Twitter account no later than 15th of May 2022.

The jury's choice is sovereign and is not subject to any claim or contestation by the Participants. Participants must avoid including third-party names, trademarks, logos and branding.

**Notwithstanding the foregoing and in accordance with the purposes set forth in Article 6 below, the jury reserves the right to take into account additional criteria such as the reproducibility of the design and/or the method of realization and general consistency of the means used.*

ARTICLE 4. WINNER'S PRIZE

The Winner designated as a result of the Game will be awarded the following prize:

- Lacoste coupon of five hundred (500) euros or the equivalent in the local currency to be used on the lacoste.com website and/or stores before 31/12/2022.

The coupon can in no case be the subject of a transfer for consideration to third parties. It is expressly stated that the Winner may not in any case request or require the modification of the prize awarded, including its content, nor the reimbursement in cash or consideration of any kind whatsoever, nor the replacement by a gift of equivalent nature. No cash or in-kind value will be awarded in exchange for the coupon.

The Organizer reserves the discretionary right to modify the prize in the case of an event beyond its

control and to offer the Winner another prize and/or an endowment of the same or greater nature or value.

ARTICLE 5. DELIVERY OF THE PRIZE

Within two (2) days following the designation of the Winner, the Winner will be individually informed of the results by a private message sent by the Organizer on its personal twitter account, informing the Winner of the terms and conditions for the delivery of the coupon won.

The terms and conditions for collecting the coupon will be indicated in this message. The Winner shall indicate his or her title, first name, last name, e-mail address and, if applicable, his or her postal address for the delivery of the coupon.

If the Winner fails to comply with these rules and regulations and/or does not respond within two (2) days of receipt of this message, for whatever reason, and/or is unable to prove his/her identity and that he/she is 18 years of age or older and/or if the contact information is invalid, false or erroneous, the Winner will be deemed to have relinquished his/her prize, it being specified that no compensation will be admissible as a result.

ARTICLE 6. REPRODUCTION, USE AND COPYRIGHT ASSIGNMENT OF THE WINNER'S DESIGN / RESPONSIBILITY OF THE PARTICIPANTS

The Lacoste Group, the Organizer and more particularly the Lacoste Foundation support the actions of the "Sport dans la Ville" not-for-profit organization to help young people from priority neighborhoods on the road to success, in particular through the implementation of integration programs based on access to sports, and/or professional integration programs.

The selected design of the Winner is intended, as part of an operation to decorate a tennis court to promote integration through access to sport, to be reproduced by the "Sport dans la Ville" not-for-profit organization to dress the court of their holiday center, located at site de la Chabotte, 26160 Le Poët-Laval.

For this reason, the Participant agrees and consents in a free and informed way, in case of participation and victory in the Game, (i) that his/her design be reproduced and/or adapted on the tennis court of "Sport dans la Ville" and (ii) to sign for the benefit of the "Sport dans la Ville" not-for-profit organization, the assignment of his/her copyright on his/her design (including a guarantee of peaceful enjoyment to the "Sport dans la Ville" not-for-profit organization), for the entire legal duration of copyright protection, in consideration of the purchase coupon of value of five hundred (500) euros or equivalent in local currency granted to the Winner, according to the terms and conditions set forth in the Template Copyrights assignment of Winner's design reproduced in Schedule 1 of these rules and regulations.

The Organizer and/or its affiliates (any entity or entities controlled by, controlling, or placed under the same control of the Organizer, the notion of control being understood in the sense of Article L233-3 of the French *Code de commerce*) and/or the "Sport dans la Ville" not-for-profit organization and/or the Lacoste Foundation reserve the right to use the Winner's graphic design (i.e. the selected design) with the prior written approval of the Winner on their official websites and/or their social networks.

The images used on the MINECRAFT video game and the "Croco Island" map, the items represented, the trademarks and trade names mentioned, the graphic elements, the computer elements and the databases making up the MINECRAFT video game and the "Croco Island" map, are the exclusive

property of their respective owners and shall not be extracted, reproduced or used without the written authorization of the latter, under penalty of civil and/or criminal proceedings.

Any resemblance of characters or elements of the Game contest with other fictional characters or other existing elements would be purely fortuitous and could not lead to engage the liability of the Organizer or its service providers acting on behalf of the Organizer.

The Game Organizer shall not be held liable in any way if, in the event of force majeure or events beyond its control or justified necessity, it is forced to cancel the Game, shorten it, extend it, postpone it or modify its conditions, and it shall not be held liable in this regard. In any case, the Organizer reserves the right to extend the participation period. In particular, the Organizer or its service providers decline all responsibility in the event that the MINECRAFT video game and/or the "Croco Island" map are unavailable during the duration of the Game, or in the event of a malfunction for which it is not responsible, or in the event that the designs/constructions and creations made by Participants are ruined for a reason for which it is not responsible.

Participation implies knowledge and acceptance of the characteristics and limits of the Internet and online video games, and in particular the risks of contamination by any viruses circulating on the network, the lack of protection of certain data against possible misappropriation or hacking. It is therefore the responsibility of each Participant to take the necessary measures to protect his/her data and equipment. The Organizer is not responsible in the event of a malfunction of the Internet network, computer virus, external attack, fraud, technical failure preventing access to the MINECRAFT video game and/or the downloading and accessing of the "Croco Island" map or its proper conduct. The Organizer reserves the right, in this case, not to award the prize and/or to prosecute the authors and/or accomplices of these frauds before the competent jurisdictions.

ARTICLE 7. LITIGATION AND LIABILITY

No telephone or written request concerning the interpretation or application of these rules and regulations, the mechanisms or terms of the Game, or the Winner will be answered.

In the event of a case of force majeure or events beyond the Organizer's control, the Organizer reserves the right to modify, postpone, interrupt or cancel the Game and the prize offered. The Organizer may not be held liable in any way for this.

The sole fact of participating in the Game implies acceptance without restriction or reservation of these rules and regulations. In this regard, the Organizer reserves the right to exclude from participation in the Game any person who disrupts the progress of the Game (particularly in the event of cheating or fraud) and to deprive the Participant or Winner of his or her right to obtain a prize and/or any other reward.

The Organizer cannot be held liable in the case of force majeure events (strikes, inclement weather, etc.), depriving the Winner totally or partially of the benefit of his/her prize.

In addition, its liability will not, under any circumstances, be retained in case of loss of e-mail or mail.

The Organizer may cancel all or part of the Game if it appears that fraud has occurred, in any form whatsoever, for example, aiming to exceed the number of authorized entries, in the context of participation in the Game. In this case, the Organizer reserves the right not to award the prize to the fraudsters and/or to prosecute the perpetrators of such fraud within the competent jurisdictions.

The Game and the interpretation of these rules and regulations are governed by French law. All disputes will be subject to the competent jurisdictions of the *Cour d'appel de Paris*.

Minecraft is used with permission by Microsoft Corporation; this Game is not administered or organized by Microsoft Corporation and Mojang AB.

ARTICLE 8. DATA PRIVACY

Lacoste (including notably Lacoste Operations S.A., Lacoste S.A.S. Lacoste E-commerce S.A.S.U., Lacoste France S.A.S., 31-37, boulevard de Montmorency - 75016 Paris, France), the party responsible for the processing, implements the processing of Participants' personal data for the purposes of administering their participation to the Game, designating the Winner and awarding the prize.

The information collected during participation in the Game is essential for this operation and is intended for the Lacoste departments concerned, as well as, where appropriate, its subcontractors or service providers.

The information collected is stored until the date of designation of the Winner, with the exception of the Winner's information, which will be stored for a period of three (3) years from the day of the Winner's announcement.

If the Winner agrees to receive commercial offers from Lacoste and/or to join Club Lacoste, an e-mail informing the Winner of the terms and conditions for processing his/her personal data and of his/her rights shall be sent to the Winner.

Pursuant to the legislation in force, the Participant has a right to access, correct, remove, or limit the processing of his/her information, a right of opposition, a right to transfer his/her data as well as the right to set out guidelines relating to the fate of his/her data after his/her death; these rights may be exercised by email to dataprotection@lacoste.com or by letter for the attention of Service Juridique / Responsable Données Personnelles at the following address: 31-37, boulevard de Montmorency – 75016 Paris (France), accompanied by a copy of proof of identification.

Finally, the Participant has the right to lodge a complaint with a control authority.

ARTICLE 9. REIMBURSEMENT OF PARTICIPATION FEES

To participate in the Game, the Participant must meet the requirements detailed in Article 3 above. The costs incurred for the acquisition of the MINECRAFT video game by the Participant will not give rise to any reimbursement of any kind from the Organizer.

Participation in the Game by means of a fixed or mobile Internet connection made on a free or flat-rate basis (cable, ADSL, optical fiber, mobile Internet package) will not give rise to any reimbursement insofar as the fact that the Participant is connected to participate in the Game does not cause him/her to incur any additional costs.

ARTICLE 10. DEPOSIT AND MODIFICATION

The rules and regulations are accessible free of charge at any time during the Game, on:

- <https://corporate.lacoste.com/lacoste-x-minecraft-it-all-begins-with-play/>
- <https://www.minecraft.net/en-us/article/lacoste-x-minecraft>

The rules and regulations will also be sent free of charge to any person who requests them from the

Brand Purpose department during the entire duration of the Game, i.e., April 7th, 2022 to April 24th, 2022 included (as evidenced by the postmark), indicating his or her complete contact information (last name, first name, postal address) at the following address:

LACOSTE OPERATIONS
Marketing - BRAND PURPOSE – Games contests
31-37 boulevard de Montmorency
75016 Paris.

The postage necessary to request the rules and regulations by mail shall be reimbursed upon simple request made by the Participant to the address mentioned above, on the basis of the slow "Letter" rate in force.

Any request for reimbursement must be accompanied by the name, first name and address of the Participant, the title of the Game, and a bank statement. In order to be taken into account, all requests must be addressed up to and including April 24th, 2022, and must be delivered in writing no later than May 5th, 2022, as evidenced by the postmark.

Any request for reimbursement that is incomplete, erroneous, illegible, misdirected or sent after the deadline will not be considered.

No request for reimbursement can be made by telephone or e-mail.

Reimbursement will be made by bank transfer, sent within an indicative period of forty-five (45) days end of month from the date of issue of the request, after verification of the validity of the request and in particular the conformity of the information contained in the letter requesting reimbursement to the information that must mandatorily accompany said request.

The Organizer reserves the right to modify these rules at any time in the form of an amendment, published on:

- <https://corporate.lacoste.com/lacoste-x-minecraft-it-all-begins-with-play/>
- <https://www.minecraft.net/en-us/article/lacoste-x-minecraft>

Schedule 1: Template Copyrights assignment of Winner's design**Assignment of copyright in a design**

Between [Name SURNAME], born on [date of birth], living at [Address],

hereinafter referred to as "the Transferor",
 Firstly,
 And

Sport dans la Ville, association governed by the provisions of the law of July 1, 1901, domiciled at 15 quai de la Gare d'Eau 69009 Lyon, represented for the purposes hereof by Philippe Oddou, as Managing Director,

hereinafter referred to as "the Assignee",
 on the other hand,

hereinafter collectively referred to as "the Parties".

Preamble

In partnership with Lacoste Opérations and for the benefit of Sport dans la Ville, Minecraft is launching a game between gamers, the objective of which is to create a design on a tennis court.

The Assignor is making a design for the creation of a tennis court in the Sport dans la Ville holiday and training center in Le Poët-Laval.

As this drawing will be used by the Assignee for its activities, the Assignor assigns exclusively to the Assignee all of the copyrights it holds, where applicable, under the conditions provided for in this contract.

Article 1 – Scope of the transfer

As necessary, the Assignor assigns to the Assignee, all of the copyright relating to the drawing retained by the Assignee for all direct or indirect exploitation, whatever the mode and this, any title whatsoever and in any form.

Article 2 – Nature of the transferred rights

This assignment includes in particular the rights of reproduction, representation, communication as well as all the rights of translation in any language without any limitation.

This assignment covers, without limitation in number, any use and any direct and/or indirect exploitation, in any form and in any manner and including, without limitation, the following:

- on any medium and by any known or unknown, current and future processes, in particular paper or derivative, or digital and in all formats
- within the framework of any current and future telecommunications and television broadcasting networks

Article 3 – Scope of the assignment

The Assignee will use the drawing according to the usual destination of this element and in particular within the framework of its mission, in particular for institutional, communication, promotion or advertising purposes.

Article 4 – Warranties

The Assignor declares to own all the rights to the drawing. It guarantees the Assignee full, peaceful and free enjoyment of the rights transferred against all disturbances, claims and evictions and in particular:

- that his creation is entirely original and that it does not constitute an infringement of a pre-existing work;
- that all the incorporated elements allow the exploitation of the design by the Assignee;
- that he has not introduced into his work any reminiscence or resemblance that could violate the rights of a third party.

The Assignor guarantees the Assignee against any action, claim, claim, eviction whatsoever, from any person invoking an intellectual property right which the design would have infringed, or an act of unfair and/or parasitic competition.

Consequently, the Assignor undertakes to take personal responsibility for any claim and/or proceedings formulated against the Assignee, and which would relate directly or indirectly to the drawing.

Article 5 – Territory of the assignment

This assignment of rights to the design is granted by the Assignor to the Assignee for the whole world.

Article 6 – Duration of the assignment

This assignment of rights to the drawing is granted by the Assignor to the Assignee for the entire legal term of copyright as defined by French law or current and future international texts, including any extensions that may be made to this duration.

Article 7 – Price

The Assignor assigns to the Assignee the copyright relating to the drawing for coupon of value of 500€ offered by Lacoste.

Done at [City, Country], on [date] in [X] original copies.

For the Transferor

Name:

Quality:

Signature

For the Transferee

Name:

Quality:

Signature