

RULES OF THE CAMPAIGN

“TELL US ABOUT YOURSELF AND YOUR HOME!” Campaign

Version of 08/12/2020

1. ORGANISING COMPANY AND SUBJECT MATTER

The company SOMFY ACTIVITES SA, Public Limited Company with a Board of Directors with a share capital of € 35,000,000.00 euros, registered at the Trade and Companies Register of Annecy under number 303 970 230, with its registered office at 50 avenue du Nouveau Monde, 74300 Cluses, France, (hereinafter the “Brand” as this term is defined in the terms and conditions of use or the “Organising Company”), organises from **the 8th of December 2020** (French time) **with no defined end date** (French time) a Campaign (as defined in the terms and conditions of use) on the website **innov-mysomfylab.com** (hereinafter the “Website”).

2. PARTICIPANTS

The Campaign is open to:

- any natural person of legal age interested in innovation, wishing to participate in it personally and in a non-commercial capacity, residing in the united states of America.

3. PARTICIPATION

The participation in the Campaign only occurs on the Internet on the Website. Participation through any other means is excluded and shall not be taken into by the Organising Company.

Any person wishing to participate shall:

- 1/ log on at the address **innov-mysomfylab.com/en/test/profiling-en/**;
- 2/ create an account on the Website and accept the Terms and Conditions of Use, these rules and the charters of personal data of the Website;
- 3/ go to the “Participate” tab, choose the title of the Campaign, and if the participant meets the conditions set out herein, validate his participation by accepting these rules;
- 4/ answer survey;

Each participant shall play in person and shall consequently refrain from using, directly or indirectly, any method of automated inquiry or request of the Website. Each participant shall proceed with the operation indicated on the Website to validate his participation.

The User is solely liable and acknowledges that he created the content of any nature that he posts on the sections of the Website.

In this regard, the content posted on all sections shall not be contrary to applicable statutory and/or regulatory provisions, as well as the provisions of the Terms and Conditions of Use.

Furthermore, they shall not infringe upon third parties' rights or be likely to infringe upon the image of the service, of the Brand, or of its partners.

Without prejudice to the obligations defined in the terms and conditions of use, the User notably undertakes that no content posted online by him on the Website on the occasion of the Campaign, irrespective of its nature (pseudonym, message, file, opinion, comment, visual, sound, video, hypertext link, ...) does not include or direct to websites including:

- content that is pornographic, paedophile, violent, obscene or that may seriously degrade human dignity;
- content that infringes upon other persons' property rights, such as text, images, trade secrets, internal or confidential information, with this list being non-exhaustive;
- content promoting a good or a service;
- unsolicited messages of an advertising nature (spams);
- content that may be considered as or constitute an incitement to: commit crimes and offences, discrimination, hate or violence, by reason of race, ethnicity or nation, condoning Nazism, denying crimes against humanity, contempt of court, defamation, slander, denigration, invasion of privacy, or even acts endangering minors, content intended to display prohibited items or work, messages of a defamatory, vulgar, offensive, violent nature or contrary to applicable laws, messages on tobacco and alcohol, content including personal details and information allowing for accurate geographic location (telephone number, address, etc.), messages inciting the consumption of prohibited substances or suicide, messages allowing third parties to obtain pirated software directly or indirectly, software serial numbers, software allowing pirating and intrusion acts in computer and telecommunication systems, viruses and otherwise logic bombs and in general any tool or software, messages allowing to infringe upon other persons' rights and upon the safety of persons and assets in breach of the private nature of correspondence, with this list being non-limitative;
- a negative or discriminatory connotation (for example, a pseudonym: anti-"X"), a political, religious, fascist, xenophobic, racist, sectarian nature or the like, insults, threats, or advertisements;
- rude words or words using too much capital letters, as writing in capital letters means "shouting" in the context of a chat or discussion forum.

The User undertakes to provide his contribution to the service in a loyal and sincere manner:

- the ideas proposed shall be related to the theme of the joint creation project (topics open to discussion, tests, survey calls...). The User may propose as many as he wants as long as these fall within the scope of the project.
- comments shall add value to the Service: giving or supplementing an idea, adding detail or putting it into perspective.
- "likes" allow the Users to indicate that they particularly appreciated an idea.

The following will notably be considered as abusive:

- contributions that are "copied ideas or comments", when the Users copy existing content on the campaign page, that was posted by the User himself or by other Users.
- any comment or idea outside of the cases indicated above, notably when this contribution replaces the use of the Like function.
- the systematic use of the Like function (liking all ideas of a project indiscriminately, for example).

The Organising Company ensures that the content actually concerns the theme of the debate covered in the section, or in the part of the section to which it refers and that it complies with the terms and conditions of use and with these rules.

The Organising Company reserves the right to moderate the contributions of any nature after the fact as well as, on an exceptional basis, the messages and pseudonyms before and as they are posted online, such that they comply with these rules.

The Organising Company may also withdraw or render unreadable all or part of content that is irrelevant and/or contrary to these rules.

In addition, in the specific case where the User does not comply with the contribution rules, the Organising Company reserves the right, with a notice by private message if applicable, to remove his comments and/or ideas as well as the points and/or gifts related thereto.

This non-compliance is likely to result in the closure of the User account without compensation in terms of Article 8 of these rules.

The participating User certifies that his contact details sent to the Organising Company are accurate. The participants are informed that the information that is requested from them during the Project is necessary to take into account their participation and the allocation of endowments. The participants are therefore invited to ensure the validity of this information. Any false declaration or inaccurate and/or incomplete declaration automatically result(s) in the cancellation of participations and prizes.

4. LIABILITY

Participation in the Project via the Internet implies the knowledge and acceptance of features and limits of the technology used by the Internet and the related technology, notably regarding technical performances, response times to consult, ask or transfer information, the risks of interruption, and more generally, the risks inherent to any connection and transmission, the absence of protection of certain data against any misappropriation and the risks of contamination by any virus circulating on the network. It is expressly reminded that the Internet is not a secure network.

The Organising Company shall not be held liable for:

- any technical, material and software defect of any nature, that prevented or limited the possibility of participating in the Project or that damaged the system of a participant, any interruption or computer error whatsoever. It is indicated that the Organising Company may not be held liable for any direct or indirect damage resulting from any interruption or dysfunction whatsoever, any suspension or for the end of the Project, for a reason not attributable to it or otherwise any direct or indirect damage resulting, in any manner whatsoever, from a connection to the Project website. Any participants are liable to take all appropriate measures in order to protect their own data and/or software stored on their computer hardware against any harm. The connection of any person to the Website and participation in the Project occurs under their sole liability. In case of technical dysfunction of the Project, the Organising Company reserves the right, if applicable, to invalidate and/or cancel the Project session during which the said dysfunction occurred. No compliant shall be accepted in this regard.
- the failure to take into account data regarding the registration of a participant that it does not receive for any reason whatsoever or that it receives in a form that is illegible or impossible to process.
- the occurrence of force majeure events depriving the winners from the benefit of the endowment in whole or in part, before the allocation. In this case, the Organising Company reserves the right to carry out its replacement with another equivalent endowment in terms of price, and it shall not be held liable vis-à-vis the winner.
- In case it is impossible for a winner to take possession of his endowment by reason of non-compliance with the terms provided for in these rules, of an incident or any damage suffered by the winners during the enjoyment of their endowments.

The Organising Company indicates that the use of hyperlinks may lead the participant to other websites that are independent from the Organising Company. In this case, the Organising

Company shall not be held liable for the activities of third-party websites.

5. INTELLECTUAL PROPERTY

The User assigns to the Brand that launched the Campaign, on an exclusive basis, for the entire world and for the statutory duration of copyright protection, all rights attached to his Contributions and Off-Campaign Contributions that are protected or protectable by an intellectual property right (hereinafter the “Creations”), including the following rights:

- the right to reproduce the Creations, in whole or in part, in any format, on any medium, notably printed, electronic, digital, computerised, on any product, of any nature whatsoever and through any material or immaterial process, current or future, foreseeable or unforeseeable;
- the right to manufacture, edit, disseminate and market the Creations, in as many copies as the Brand deems fit, in whole or in part and through any marketing channel;
- the right to represent the Creations publicly, in whole or in part, in any physical place, through any medium, any network and any means of dissemination, of any nature whatsoever, current or future, foreseeable or unforeseeable, such as, without this list being limitative, communication networks including the Internet and mobile telephony, television broadcasting, cinema or display;
- the right to adapt, translate, amend, arrange, transform and correct the Creations, notably, without this list being limitative, through editing, reframing, change of format or colours of the Creations or otherwise the affixation on the Creations by the Brand of its name, its brand and its logo, to particularly take into account technical, material or commercial constraints or for any other reason, subject to compliance with the User's moral rights;
- the right to use the Creations, in whole or in part, in order to incorporate them in or use them in any product or service, in all trade and industrial sectors;
- the right to use the reproductions and/or representations of Creations carried out according to the terms described above, for promotional and/or commercial purposes or not, as well as to broadcast them free of charge or for consideration;
- the right to file trade marks, patents, designs and models or any other intellectual property right regarding the Creations that may be filed or registered;
- the right to use the Creations, in whole or in part, for the purposes of derived exploitation, notably in view of manufacturing and disseminating commercial products, of any nature whatsoever, and of distributing them, in particular in the fields of games, toys, items and works of plastic arts or applied arts, stationery, office automation, screensavers, office supplies, clothing, furniture, decoration items, tableware, toiletries, hygiene, food.

The rights described above may be exploited directly by the Brand, assigned or granted by it to third parties, in whole or in part, according to the terms and conditions that it will deem the most appropriate.

The User guarantees that it has all necessary rights and authorisations to grant this assignment and that the Creations do not contain anything that may fall within the scope of laws and regulations notably regarding counterfeiting, unlawful competition, privacy, the right to image, personality rights and more generally infringe upon the rights of third parties.

At the end of the Campaign, the Creations that were not selected or included by the Brand in terms of the Campaign shall be subject to automatic return without formality to the User that assigned them.

The User acknowledges and accepts that his Contributions and Off-Campaign Contributions may be used by the Brand that launched the Campaign, in whole or in part, for the purposes of creating and improving the products or services that are the subject matter of the Campaign, as well as for their exploitation and promotion.

The User acknowledges and accepts that his Contributions and Off-Campaign Contributions may thus be published on social media on which the Brand is present and on the Brand's websites and intranet, as well indexed by search engines.

The assignment defined in this Article shall not give rise to any remuneration to the benefit of the User, who expressly accepts to assign his rights on the Creations free of charge.

6. REIMBURSEMENT OF PARTICIPATION COSTS

Participation in the project is free and without any obligation to purchase.

Internet:

Only persons using an account charged according to connection time will be reimbursed. Participants that do not pay any costs related to the volume of their communications (holders of a fixed-rate subscription, users of cybercable...) may not obtain any reimbursement, as the participation in the project does not have any impact on the invoicing. Internet communication costs corresponding to the connection time during the consultation of the project and to sending the email(s) confirming the address, may be reimbursed at a flat rate to any participant requesting it, on the basis of a local communication at peak rate with his operator of electronic communications at the time of submission of these rules, that is 0.09 euro including tax for the call set-up then 0.03 euro including tax/minute for a connection of 10 minutes, that is a flat-rate and final reimbursement of 0.39 euro including tax.

Stamps:

The reimbursement of postage costs for the request for reimbursement of the costs incurred to participate in the Project shall be made on the basis of the "ecopli" rate applicable for a letter of less than 20 grams if the participant requests it.

Requests for reimbursement shall be made in writing at the latest thirty calendar days after the closing of the Project at the following address:

mysomfylab@somfy.com or the postal address "SOMFY – Direction Innovation – 50 avenue du nouveau monde, 74300 Cluses"

The reimbursement will be made provided that the participants clearly indicate:

- their surname, given name, full address, email (these elements shall be identical to those entered in the registration form)
- the name of the Project in question,
- the photocopy of a proof of identity (identity card or passport),
- the photocopy of the last Internet/telephone detailed invoice, circling the date and time of the participation and the amount of the communication,

- and attach their banking details (indicating their IBAN and BIC numbers) issued by a French banking establishment.

A single reimbursement of (connection/telephone and postage) costs may be made per household (same surname, same postal address). The requests will result in a reimbursement by bank transfer via the banking details transmitted within a period of 6 (six) to 8 (eight) weeks following receipt of the valid request.”

Any request that is incomplete, illegible, sent to another address than the one mentioned above or received more than a month from the date of closure of the project (evidenced by the date as per postmark) shall be considered as invalid.

7. DISPUTES

Any dispute regarding the interpretation of these rules as well as any case not provided for shall be decided by the Organising Company. Any request regarding the interpretation of the rules shall be made in writing. No response will be provided to requests regarding the interpretation of these rules sent to the Organising Company more than 30 (thirty) days after the end of the Project.

The competent judicial courts shall have jurisdiction for any dispute. The Project is governed by French law.

8. RULES

For the duration of the Project, the rules will be accessible online and sent for free to any person requesting them:

- in writing to the company Crowd Prediction, service provider of the Organising Company, with the indication of the title of the Project, the rules of which are requested:

FanVoice,
Jeu concours TELL US ABOUT YOURSELF AND YOUR HOME!,
52 rue des renaudes Paris 75007

- or in writing, in the absence of response within 15 (fifteen) days, directly from the Organising Company, at the address mentioned in Article “REIMBURSEMENT OF PARTICIPATION COSTS”.

The shipping costs thus caused shall be reimbursed at the slow rate applicable and thus for the duration of the Project, to any person requesting it.

These rules are also accessible on the website innov-mysomfylab.com/en/, for the entire duration of the Project.

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