



## COMPETITION RULES AND REGULATIONS

***"Send us your most beautiful HEXIS projects"***

### **Article 1 - Description of the Organising Company**

HEXIS, a public limited company with a share capital of 10,000,000 euros, whose registered office is located at ZI Horizons Sud - 34110 FRONTIGNAN, registered in the Montpellier RCS under number 351 372 677, hereinafter referred to as the "Organiser", is organising a competition, hereinafter referred to as the "Competition".

The present regulations define the legal rules applicable to this Competition.

### **Article 2 - Conditions of participation**

Participation in the Competition is open and free of charge.

This Competition is open to HEXIS customers and installers, with the exception of members of staff of the Organiser or affiliate companies and their families.

The Organiser reserves the right to exclude, on a temporary or permanent basis, any participant who by his behaviour would be detrimental to the smooth running of the Competition as well as any participant who does not comply with the clauses of these rules and regulations. Likewise, any participation where it is found that a bot (multiple and repetitive computer entries from the same IP address) is being used will be considered null and void and will result in the elimination of the participant(s). Each participant declares that he is aware of and accepts the conditions of participation.

### **Article 3 - Terms and conditions of the Competition**

The basic idea is as follows:

The Competition takes place from 15/10/2020 until 15/11/2020.

The purpose of the Competition is to award prizes for the photos of the most accomplished projects, from a "visual communication" point of view, using HEXIS self-adhesive vinyl films. There will be 3 winners per category and 3 overall winners.

The categories are as follows: "Automotive", "Sign", "Industrial", "Decoration", "PureZone®", "Solar Films", "Flex" and "Free Project Category".

From the first day of the Competition until midnight of the last day, French time, users of the website [www.hexis-graphics.com](http://www.hexis-graphics.com) may enter the Competition to try and win the following HEXIS goodies:

- 3 winners in each category:
  - o The first: a €300 voucher for HEXIS products
  - o The second: a €200 voucher for HEXIS products
  - o The third: a €100 voucher for HEXIS products
- 3 overall winners:
  - o The first: an iPhone12
  - o The second: a €1000 voucher for HEXIS products
  - o The third: a €500 voucher for HEXIS products

To take part in the Competition, the Internet user must:

- Visit the HEXIS website at the following address: <https://www.hexis-graphics.com/>
- Upload the photo(s) of his installation in a resolution equal to or greater than 4032 x 3024 pixels (High Definition photograph)
- Identify the HEXIS products used for the project and their product references

- Specify the category to which the project belongs (see the 7 categories above).
- Commit to ensure that the products used are HEXIS products.

The participant agrees to grant the Organiser the rights of use, reproduction, exploitation and representation under the conditions set out in Article 7 of the Rules and Regulations.

The project must be strictly of a personal nature and may not come from any other source, except with the express agreement of the third party author of the installation and a relinquishment by the latter of his intellectual property rights in accordance with article 7 below. The winner shall be the person who uploaded the photo.

Shall not be considered acceptable any photo that:

- Fails to comply with the Competition rules.
- Is contrary to the laws or regulatory provisions in force (incitement to racial hatred, apology for terrorism, pornography, defamation, promotion of the use of alcohol, tobacco or drugs etc.).
- Is contrary to moral standards and/or to public order.
- Infringes in any way whatsoever the rights of a third party and in particular privacy rights (name, image etc.).
- Represents an item that is subject to intellectual or industrial property rights, such as an original work, a trademark, a registered design etc.

If a participant wishes to withdraw his application for the Competition from the website, he should send an email to the following address: [marketing@hexis.fr](mailto:marketing@hexis.fr).

On 16 November 2020, a jury made up of HEXIS professionals will meet in order to grade the photos of the projects of the Internet users who participated in the Competition during the period from 14/10/2020 to 14/11/2020, based on the following criteria:

- **compliance with the theme and category:** use of the HEXIS film in one of the 7 categories: Automotive, Sign, Industrial, Decoration, PureZone®, Solar Films, Flex and Free Project Category
- **uniqueness of the photo:** the photograph must not have been previously published, no re-posts
- **general visual appearance of the photo:** choice of graphic design (uniqueness, colours and patterns chosen, staging etc.)
- **photo quality:** resolution (as a reminder, the resolution must be at least 4032 x 3024 pixels, the photo must be in High Definition)
- **technical constraints of the project:** no apparent visual seams between the different components of the support; the substrate must be completely wrapped with vinyl...
- **print quality:** absence of printing defects (bands where the colour is poorly printed, for example)
- **quality of the installation:** absence of defects in the installation of the vinyl: parts that come loose, presence of creases, bubbles, accessories that may detract from the visual appearance of the photo (ladder, rubbish bin, pieces of liner etc.).

For the Competition, the jury will rank the best three photos in each category and then the best three photos in all categories.

The jury will be the sole judge and its decisions shall be final in order to control the progress of the Competition and announce the results.

In the event of a tie between several photos, the winners will be chosen by a random draw by one of the members of the jury.

#### **Article 4 - Naming of the winners**

The result of the Competition will be announced on 20/11/2020, after deliberations by the jury, among all eligible Internet users.

#### **Article 5 - Competition endowments**

The endowments will be allocated as follows:

- 3 winners in each category:
  - o The first: a €300 voucher for HEXIS products
  - o The second: a €200 voucher for HEXIS products
  - o The third: a €100 voucher for HEXIS products
- 3 overall winners:
  - o The first: an iPhone12
  - o The second: a €1000 voucher for HEXIS products
  - o The third: a €500 voucher for HEXIS products

The prizes awarded may under no circumstances be exchanged for cash, cheques, transfers or any other consideration of any kind whatsoever.

The prizes are neither transferable nor assignable, whether free of charge or against remuneration.

#### **Article 6 - Allocation of prizes**

For the website Competition, each participant designated as a winner will receive an e-mail to notify him of the prize that he has won. He will then be invited to provide his contact details (company, surname, first name, postal address and telephone number).

Each winner will then receive, free of charge, the prize at the postal address provided by email to the Organiser. The Organiser shall not be liable in the event of loss or damage to the prizes due to the service provider in charge of transport or the postal service, or in the event of failure to deliver the prizes due to the indication of a wrong address or failure to indicate a change of address.

If within 7 days following the sending of the email, the winner concerned has not replied, he will be deemed to have waived the prize awarded and the allocation will be considered as cancelled.

The details requested by email are necessary for the organisation of the Competition and the allocation of the prizes to the winners. They are exclusively intended for the Organiser solely for the purposes of the Competition and will not be used for any other purpose.

#### **Article 7 - Intellectual property rights**

The Organiser undertakes to respect the moral rights of the participants, as provided for in article L. 121-1 of the Intellectual Property Code, for any use or reproduction it makes of the rights assigned.

It commits, in particular, to:

- Not to misrepresent the photographs submitted in the context of the Competition.
- To respect the authorship of the initiator of the project by mentioning his name when it is reproduced or displayed.

Entrants warrant to the Organiser that they own all rights to the entries submitted in the context of this Competition and that they do not infringe any existing copyright or other intellectual property rights belonging to third parties and that the entrants have obtained all the necessary authorisations allowing them to use the entries belonging to third parties, as well as any other required authorisations.

At the first request of the Organiser, participants will provide a copy of these written authorisations.

#### **Article 8 - Use for information and promotional purposes**

Entrants accept without reservation that their surnames, first names, as well as photos of their projects may be used and disseminated for information and/or promotional purposes regarding this Competition and/or visual and promotional communication on any media and in particular in the catalogues and on the website of the Organiser's Company or of any other natural or legal person acting on its behalf.

The use and the exploitation of their names and photos shall be free and will not give rise to any right, advantage or remuneration and may be made on any internal or external communication media for information and/or promotional purposes, as mentioned in the paragraph above.

This permission is given for the years 2020 and 2021.

In accordance with the French Data Protection Act of 6 January 1978 as amended in 2004 and Regulation (EU) 2016/679 of the European Parliament on the protection of individuals with regard to the processing of personal data and on the free movement of such data, participants' details may be processed on paper or by automatic processing by the Organiser in the context of participation in the photo Competition.

The personal data of the participants are collected for the sole purpose of the Competition, in particular in order to determine the winners of the Competition and to send the prizes to the winners. They will only be processed by the Organiser's Communication Department.

They will only be stored for the duration of the Competition. After this period, the data will be deleted within 30 days.

Participants have the right to access, oppose, rectify, delete and copy their data, as well as the right to limit processing. To exercise your rights or if you have any questions about the processing of your data, you can send a request to the Data Protection Officer (DPO) of the Organiser by email: rgpd@hexis.fr.

Any person involved has the right to file a complaint with the CNIL, if he considers that the processing of his or her personal data infringes the RGPD.

#### **Article 9 - Acceptance and publication of the rules and regulations**

The very act of registering for the Competition implies full and unconditional acceptance of these rules deposited at the Organiser's head office.

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

#### **Article 10 - Liability**

The Organiser reserves the right, if circumstances justify it (in particular in the event of fraud, technical problems by force majeure or events beyond its control, without this list being exhaustive), to cancel, postpone, shorten or modify the Competition or to replace any prize with another prize of the same value, without its liability being thereby incurred.

#### **Article 11 - Litigation - applicable law**

Any dispute or claim relating to this Competition will only be taken into account if it is sent before 15 November 2020, as evidenced by the postmark. It must be made by registered letter addressed to the Competition Organiser, whose contact details are given in article 1. The letter must indicate the participant's full contact details and the exact reason for the dispute or claim. No other method of protest or complaint will be taken into account.

The Organiser shall have sole discretion to decide, without appeal, on any question of application or interpretation of the rules or in the event of any omissions in these rules in the course of the present Competition.

These present rules and regulations are subject to French law. Any dispute relating to its interpretation, in the absence of an amicable settlement between the parties, will fall under the jurisdiction of the courts of Montpellier.

Frontignan 15 October 2020

## **TRANSFER OF IMAGE RIGHTS**

By accepting the general terms and conditions of the competition, I hereby authorise HEXIS SA, registered at the RCS of Montpellier under the number 351 372 677 to use the images uploaded to the <https://hexis-graphics.com> website and I commit to ensure that the installations are made entirely with HEXIS products.

I therefore and in accordance with the provisions relating to the image rights and name rights authorise HEXIS SA to use, reproduce, represent, distribute and adapt, in whole or in part, and communicate to the public the photographs taken under the conditions defined below.

The photographs may be processed and used, in whole or in part, directly by HEXIS SA and transferred to third parties.

I hereby specifically authorise HEXIS SA to process and use the photographs worldwide on media such as: catalogues, press articles, websites, advertising, social networks etc.

This transfer is made without charge. I thus guarantee to HEXIS SA and its authorised third party partners, the quiet enjoyment under the authorisations given for the image and photographs, and in particular that HEXIS SA will not be held liable for the use thereof.

The beneficiary shall expressly refrain from using the photographs in any manner likely to infringe privacy or reputation, and from using the photographs in any pornographic, racist, xenophobic or any other harmful format.

Signed in Frontignan on 15/10/2020