



"7th Anniversary" Campaign Terms and Conditions

A purchase is necessary to enter or win. The contest is organised by the company WP Media, joint stock company (capital: 2100€), registered at the commercial register of LYON under the number 800 260 648, whose head office is located at 18/20 rue Tronchet, 69006 LYON

- **1. Eligibility:** This Campaign is open only to people who have reached the age of 18, living in France or abroad.
- **2. Agreement to Rules:** By participating, the Contestant ("You") agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of WP Media, Inc. as final and binding as it relates to the content of this Campaign.
- **3. Campaign Period:** All purchases made on the <u>WP Rocket website</u> from **June 30, 2020**, **until July 7, 2020 included**, are considered as entries to the competition. All online entries must be received by July 7, 2020.
- **4. How to Enter:** The Campaign must be entered by purchasing, renewing, or upgrading a WP Rocket license on <u>WP Rocket's website</u>. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of WP Media, Inc. You may enter your comment only once. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of WP Media, Inc.
- 5. Prizes: We'll draw sixteen (16) winners in total. All sixteen (16) winners will receive:
 - An extra six (6) months on their WP Rocket licenses worth:
 - €22 for the winners owning a Single license;
 - €44 for the winners owning a Plus license;
 - o €111 for the winners owning an Infinite license.
 - Furthermore, two (2) of these sixteen (16) winners will also receive an iPhone XR 64GB (value €567 before taxes) in addition to the aforementioned extra six (6) months of license. Actual/appraised value may differ at the time of prize award. WP





Media, Inc shall solely determine the specifics of the prize. No cash or other prize substitution shall be permitted except at WP Media, Inc. discretion.

The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. No compensation of any kind may be requested. Acceptance of prize constitutes permission for WP Media, Inc. to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

- 6. **Odds**: The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification: The Winners will be selected on 9 July 2020 by the WP Rocket team under the supervision of WP Media, Inc. Winners will be notified by email within seven (7) days following the selection of the Winners. WP Media, Inc. shall have no liability for Winners' failure to receive notices due to spam, junk email, or other security settings or for Winners' provision of incorrect or otherwise non-functioning contact information.

If the Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations.

Any violation of these official rules by the Winner (at WP Media, Inc. sole discretion) will result in the Winner's disqualification as winner of the campaign, and all privileges as Winner will be immediately terminated.

8. Rights Granted by You: By entering this contest, You understand and agree that WP Media, Inc., anyone acting on behalf of WP Media, Inc., and WP Media, Inc. licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

If your entry infringes upon the intellectual property rights of another, You will be disqualified at the sole discretion of WP Media, Inc. If the content of your entry is claimed to constitute an infringement of any proprietary or proprietary intellectual rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and





hold harmless WP Media, Inc. from and against any suit, proceeding, claim, liability, loss, damage, costs or expenses, which WP Media, Inc. may incur, suffer, or be required to pay to arise out of such infringement or suspected infringement of any third party's right.

- 9. Terms & Conditions: WP Media, Inc. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond WP Media, Inc. control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such a case, WP Media, Inc. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by WP Media, Inc. WP Media, Inc. reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. WP Media, Inc. has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, WP Media, Inc. reserves the right to seek damages to the fullest extent permitted by law.
- **10. Limitation of Liability:** By entering, You agree to release and hold harmless WP Media, Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

The organizing company reserves the right to extend, shorten, modify or cancel its operation at any time, especially in case of force majeure, without any claim for compensation by the contestants. If required, terms and conditions modified by amendment would be deposited with SELARL ACTA - PIERSON et ASSOCIES, holder of a bailiff's office domiciled at 15 rue de Sarre BP 15126 57074 METZ Cedex 3.

11. Disputes: This Campaign is governed by the laws of France without respect to conflict of law doctrines. As a condition of participating in this Campaign, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of





class action, exclusively before a court located in Lyon, France, having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Your actual out-of-pocket expenses (i.e., costs associated with entering this Campaign). You further waive all rights to have damages multiplied or increased.

- **12. Privacy Policy**: Information submitted with an entry is subject to the <u>Privacy Policy</u> stated on the WP Rocket website.
- **13. Sponsor:** The Sponsor of the Campaign is WP Media, Inc. This contest is not managed or sponsored by Facebook. The information you provide is provided to WP Media company and not to Facebook.
- **14. Filing of the rules:** The rules are filed at the SELARL ACTA PIERSON et ASSOCIES holder of a bailiff's office located at 15 rue de Sarre BP 15126 57074 METZ Cedex 3. It can be sent free of charge (stamp refunded on request), to any person who requests it from the organizing company.
- **14.** By accepting to join the Campaign, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.

WP Media, Inc.

June 30, 2020