

# RULES OF THE LOTTERY DRAW

« Win an iPad Pro 12.9 »

## Section 1 – Definitions and Conditions of the Lottery Draw

The LSOL company registered at the "Chambre de Commerce de Paris" under the number 808 213 482 with a capital of 557,870 Euros and having its headquarter at the 188 rue de Rivoli, 75001 Paris, France, organizes a lottery draw in the framework of a marketing operation on the Internet aiming to promote the website <a href="https://www.homemeal.com">www.homemeal.com</a>.

- LSOL is also referred to hereinafter as "the Organizer, the Organizing Company, Organizers, Homemeal®, The Homemeal® Company »
- The "Participant" in the contest is also referred to hereinafter as "the Participant, the User, the Contributor, the Player".
- The "Winner" in the draw is also referred to hereafter as "the Winner"

# Section 2 – Conditions for participation

This game is open to any physical person, over the age of legal majority, having access to an Internet connection and accepting the conditions of participation in accordance with the Law of Data Processing and Freedom ("loi informatique et liberté").

Only one participation per individual is accepted for the duration of the Contest. The members of the staff of Homemeal® are excluded from participation in the competition.

### Section 3 – Dates of the competition

Contest starting date: September 1, 2017 at 5:00 pm Competition ending date: 5 October 2017 at 11:00 am

Drawing date: 5 October 2017

Winner's designation date: 5 October 2017

# Section 4 – Terms and conditions of participation

#### 4.1) Conditions for submitting applications

In order for the participation to be validated by the Organizer, there are two steps to be observed imperatively the Participant shall:

- a) «Like» the Facebook page of the company Homemeal®
- b) Share the publication of the competition published by the Facebook page Homemeal® concerning this lottery draw.

### 4.2) Guarantees and responsibility for the validity of applications

Homemeal® reserves the right to cancel, terminate or modify this operation if it does not go as foreseen: any virus, bug, violation, unauthorized intervention, fraud, action a competitor, technical problem or other cause beyond the control of Homemeal® alters and affects the administration, safety, fairness, integrity, or conduct of Homemeal®. In general, the Participants guarantee the Organizers of this contest against all actions or claims which may be made by any third party in respect of all guarantees and commitments made.

Any incomplete or erroneous participation will be rejected, without the possibility for the Organizer's responsibility to be committed. Any misrepresentation of a participant will result in its exclusion from the lottery draw without liability from the Organizer. Thus, the Organizing Company keeps the right

unreservedly to moderate a posteriori and not to validate, see exclude, remove from the contest, any participant who does not respect one of the requirements of this Regulation.

### 4.3) Terms and conditions for drawing lots

A random draw to designate the Winner who will be visible by all live on page: <a href="https://www.facebook.com/HomemealBooking/">https://www.facebook.com/HomemealBooking/</a>

### Section 5 - Prize

#### **5.1)** Commercial value of endowments:

The lot is offered by Homemeal® and constitutes in this sense "endowments".

The commercial value of the batch is € 909 on the Apple® official reseller site at the date the organization of the competition (August 24, 2017). The exact date and time of remittance and will be defined later by Homemeal®. The sending or delivery of the prize should not exceed two months after the end of the contest. The lot offered may not result to any dispute as to its nature or to the delivery of a counterparty of any kind whatsoever. The entrant selected by lot will be chosen winner by the contest officials. The Homemeal® Company reserves the right to change the endowment without notice. If this were the case, the value of the lot will be equivalent to or greater than the replaced product. Counterparty by check or cash of gifts cannot be proposed.

### 5.2) Methods of Recovery and Use

As stipulated in Article 6, the Winner will have to establish a direct relationship with the company Homemeal® to receive its prize. If, however, the winner does not answer to the sent messages by Homemeal following its designation, after two months, this would be considered by Homemeal® as an abandonment of gain. It would therefore be put into play later in the following months.

## Section 6 – Methods of allocating prize

A single endowment for one physical person. The Winner will then be asked to provide his / her precise coordinates: name, first name, date of birth, address, city, postal code, country, phone number, email address by email to:

### contact@homemeal.com or homemealcompany@gmail.com

If the information provided by the participant is incomplete and / or does not inform him of his win, he will lose the status of Winner and will not be able to make any claim. The Organizer shall not be liable in the event of technical issues concerning the electronic notification of gain. Without disclosure of this information by the Winner within 2 months, he will lose his status as a Winner. Official and personalized notifications of award of prizes to the Winner with the description and the withdrawal methods will be sent to them by return email to the email address they will have indicated.

## Section 7 - Personal Data

Players authorize in advance solely by their participation, the Organizers to use freely for advertising or promotional purposes whatever the medium, all nominative information communicated on their behalf and on all media.

The personal data collected concerning the Players are necessary for the treatment of the participation in the game and therefore, compulsory. They are intended for Organizers, or subcontractors and / or service providers for management purposes. In accordance with the regulations in force, the information collected exclusively by the Organizers and will not be sold or assigned to third parties of any kind. The information provided by the participant is intended for the use of Homemeal® in the context of access to its service in accordance with the general conditions of sale and in the management of the present game.

## Section 8 – Responsibilities and Rights

Organizers:

- Reserve the right to modify, extend, shorten, limit winnings or cancel this game in cases of force majeure as defined by the case-law. Consequently, their responsibility could not be engaged as a result.
- Shall not be held responsible for the fraudulent use of the rights of connection or the allocation of a Participant's lot.
- Disclaim any responsibility in the event of malfunction of the Internet, telephone, reception equipment preventing the game from running smoothly. In no case shall liability be held on The Organizers for problems of routing or loss of email or mail.
- Disclaim all responsibility in the event of technical issue, abnormality, hardware or software issue of any kind (virus, bug, malware...) caused on the Participant's system, their equipment and the data stored therein and the possible consequences on personal, professional or commercial activity.

### Section 9 – Conditions of exclusion

Participation in these games implies full acceptance of the terms and conditions set out in this Regulation without any reservation or precondition of the Participant, failure to comply with those rules hereby exposed will result in the exclusion of the competition, the nullity of its participation and the impossibility of allocation of lots.

The participant to be considered as such at the time of the draw shall "like" the Facebook page of Homemeal before the date of the draw (October 5, 2017). If the member's "like" is withdrawn before the day of the draw, it will result in the invalidity of its participation.

## Section 10 – Competent Jurisdictions

This Regulation is subject to French law. The parties shall endeavor to resolve amicably any difference arising from the interpretation or execution of this Regulation.

If the disagreement persists, it will be referred to the competent courts.

The Participant acknowledges having read the rules in full by participating to the Lottery Draw.

