

“Ticket d’or” (“Golden Ticket”) Rules

Article 1 – Organization

The present general terms and conditions apply to the Game (subject to a prior obligation to purchase a good) entitled “Ticket d’or” (or “Golden Ticket”). The Game is organized by SAMSONITE EUROPE NV, domiciled at Westerring 17, 9700 Oudenaarde, BELGIUM, registered under the Trade & Company Register/SIRET No. 539 598 623 00012.

SAMSONITE EUROPE NV reserves the right to modify the present terms and conditions of participation should there arise any changes in the law or modifications in the rulings handed down by the highest judicial body, including during the life of the Game. Any changes shall be announced on the LIPAULT website, <https://www.lipault.com>.

We invite each participant to read carefully these rules governing participation in the Game. By virtue of your participation in the Game, you unreservedly accept these rules.

Article 2 – Participants

The Game is open to any natural person over 18 years of age and residing in Europe.

Persons directly or indirectly involved in the organization, realization, implementation, promotion and coordination of the Game may not participate. Consequently, all corporate officers and members of staff (managers, employees, administrators and permanent and occasional staff, whether salaried or not) of SAMSONITE EUROPE NV are excluded from participation in the Game.

Each participant recognizes that the personal details they provide to SAMSONITE EUROPE NV required for taking part in the Game are accurate and represent valid proof of their identity. SAMSONITE EUROPE NV reserves the right to ask any participant to justify compliance with these conditions. Any person not fulfilling these conditions or refusing to justify them shall be excluded from the Game and barred from receiving the prize in the event of winning.

Article 3 – Duration

The Game shall run from March 1, 2023 (date at which the *Frozen Matcha* cabin suitcase first becomes available for sale) until the last (5th) golden ticket is found and continue no later than December 31, 2023, when the Game shall come to an end, according to the terms and conditions laid down in these rules.

During this period, customers may participate in the Game by purchasing a cabin suitcase from the *Lost in Berlin* collection, in the *Frozen Matcha* colour.

It is understood that SAMSONITE EUROPE NV may postpone or cancel the Game if circumstances so require. In this case, participants will be informed as soon as possible by email.

Article 4 – Terms and conditions governing participation

To participate in the Game, you must purchase a cabin suitcase from the *Lost in Berlin* collection. With this purchase, the SAMSONITE EUROPE NV team offers you an opportunity to find a golden ticket hidden inside the suitcase.

By simply purchasing the *Lost in Berlin, Frozen Matcha* suitcase, the consumer is automatically entered into the Game by virtue of the fact that he or she may have a golden ticket hidden inside their suitcase.

Participation in the Game implies good faith, i.e. full and entire compliance with the rules of the Game and the rights of the other participants.

The golden tickets are placed at random in a predetermined number of Lipault suitcases forming part of the *Lost in Berlin* collection, *Frozen Matcha* colour, and are distributed at random in physical points of sale (Lipault boutiques, retailers, popup, etc.) and online when ordered using this channel.

To ensure everyone enjoys an equal opportunity to win, it is strictly forbidden, by any means whatsoever, to modify or attempt to modify the proposed organization of the Game, notably with a view to influencing how the game proceeds and/or its result.

Article 5 – Designation of the winners

The 5 winners will be customers who, when purchasing a cabin size Lipault suitcase in the *Lost In Berlin* collection, *Frozen Matcha* colour, discover one of the five golden tickets hidden at random inside five of them.

Winners must then send a photo of themselves and of their ticket, proof of purchase of the suitcase and the number on the golden ticket, their surname, given name, postal address and/or telephone number to the following address: communication@lipault.com. These details must be sent within a maximum of one month from the date of purchase of the suitcase. Failing this, it will be impossible to forward the prize.

The winners undertake to send their postal and personal contact details (postal address, telephone number, email address) to SAMSONITE EUROPE NV in order to be sent their prize. The winners must remain contactable by SAMSONITE EUROPE NV.

Article 6 – Prizes

The winners will receive the following prizes:

- The 24H Frozen Matcha bag worth 125,00 euros
- The Square Backpack Frozen Matcha worth 89,00 euros
- The Toiletry Kit S Frozen Matcha worth 39,00 euros

All costs incurred after the conclusion of the Game – notably for the upkeep and use of these prizes – are borne exclusively by the winner.

SAMSONITE EUROPE NV reserves the right to replace the prize won by a gift of the same value and/or presenting similar characteristics, without this giving rise to any claim for compensation. All photos representing “the prize” are for information purposes only and have no contractual value.

It is agreed that the notification of any change in personal information (such as the postal address) is the sole responsibility of the winner who undertakes to provide the new personal details on his or her own initiative.

No exchange or refund will be possible.

Article 7 – Delivery of the prize

It is excluded that the prize shall give grounds for any dispute whatsoever, nor may the prize be awarded in monetary form either in total or in part, nor may it be exchanged for, or replaced by, another prize of any value, for any reason whatsoever.

If circumstances so demand it, SAMSONITE EUROPE NV reserves the right to replace, at any time, the proposed prize with a prize of equivalent value or possessing similar characteristics, without this substitution giving rise to any compensation or indemnity whatsoever.

SAMSONITE EUROPE NV shall not be obliged to award the prizes if the winner fails to comply with the present rules.

The prizes shall be sent to the postal address provided by the winners.

SAMSONITE EUROPE NV shall not be held liable if the prize is not awarded because the golden ticket was not found in the suitcase, because the golden ticket was mislaid by the winner or because the post office failed to deliver the prize (owing to loss or theft, etc).

Article 8 - Use of participants' personal data

Personal data concerning the participants are collected with the participants' consent within the context of the Game in order to establish the participant's identity.

By virtue of their participation in the Game, the participants consent to the processing and collection of their personal data.

SAMSONITE EUROPE NV processes the participants' personal data within the framework of the Game (including the contact details of the winners) in accordance with the applicable legal provisions, including the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

SAMSONITE EUROPE NV collects the surnames and given names of the participants and also collects the postal address of the winner necessary for the attribution of the prize.

Failure to provide this information will result in the winner's inability to take part in the Game or, if applicable, to receive the prize.

SAMSONITE EUROPE NV will delete all personal data by the end of 2023 at the latest. This period may be extended in the event of litigation or risk of litigation in order to enable SAMSONITE EUROPE NV to ensure the defence of its interests.

SAMSONITE EUROPE NV collects the surnames and given names of the participants who have asked to be sent the present rules with a view to managing the requested communication of the rules. SAMSONITE EUROPE NV will delete all personal data by the end of 2023 at the latest. This period may be extended in the event of litigation or risk of litigation in order to enable SAMSONITE EUROPE NV to ensure the defence of its interests.

In accordance with the French Data Protection Act dated January 6, 1978, as amended, as well as in accordance with the General Data Protection Regulation, participants enjoy the right to access, rectify, delete and port their data, as well as the right to oppose and limit the processing of their data, and the right to determine what happens to their data after their death.

Participants also have the right to refer to the competent authority for the protection of personal data (CNIL in France) via the following link: <https://www.cnil.fr/frvous-souhaitez-contacter-la-cnil>.

Persons who exercise their right to delete their data before the end of the Game shall be deemed to have cancelled their participation in the Game.

Article 9 – Compliance with the rules

Participation in the Game implies full and unconditional acceptance of these rules and the terms and conditions governing the Game. No dispute relating thereto shall be admissible.

Any identification of false and/or incomplete personal information or contact details shall result in the immediate exclusion of its author. The winner is responsible for the information provided and no dispute will be entertained should the information so provided prove to be erroneous.

The participants and the winner authorize all verifications regarding their identity necessary within the framework of the Game.

SAMSONITE EUROPE NV reserves the right to exclude, disqualify or invalidate the prize of any person who fails to comply fully with these rules.

Any participation made contrary to the terms and conditions of the present rules shall render this participation null and void. Any participant suspected of fraud may be excluded from the game by SAMSONITE EUROPE NV without the latter being required to provide any justification for this decision. Any participation or identification that is incomplete, erroneous or illegible, whether intentional or not, or made in another form than the one provided for under the present rules, shall be deemed invalid. The same penalty shall apply in the event of multiple entries.

SAMSONITE EUROPE NV may cancel all or part of the Game if it appears that fraud has been committed in any form whatsoever, notably in the IT system or in the determination of the winner.

In this case, the Company reserves the right not to award the prize to the fraudster and/or to prosecute the authors of this fraudulent behaviour before the competent jurisdictions. However, the Company shall not incur any liability whatsoever with respect to the participants owing to the potential commission of fraud. In particular, it will be considered fraudulent for a participant to use one or more fictitious names or names borrowed from one or several third parties, given that each participant must participate in the Game under his or her own and unique name. Any commission of fraud shall lead to the exclusion of the participant.

SAMSONITE EUROPE NV is alone empowered to decide whether the participants concerned should be excluded or not in the light of the information in its possession. In the event of a sanction or complaint, participants must prove that they have behaved in accordance with these rules.

SAMSONITE EUROPE NV cannot be held responsible in this respect.

It is specified that the prize will be sent after analysis of the winner's file.

Article 10 – Consultation of the rules

These rules may be consulted on the LIPAULT website, <https://www.lipault.com> and will be sent free of charge to any participant, upon request.

They may also be sent free of charge to any person who requests them from SAMSONITE EUROPE NV during the life of the Game.

Article 11 – Liability

SAMSONITE EUROPE NV reminds the participants of the characteristics and limits of the online social networks and declines all liability regarding the consequences of the participant's connection to these networks via the website and, more particularly:

SAMSONITE EUROPE NV declines all liability for any material or immaterial damage caused to the participants, to their computer equipment and to the data stored there, and for any consequences liable to result from this damage on their personal, professional or commercial activity.

SAMSONITE EUROPE NV declines all liability for any communication issues such as the malfunctioning of the Internet network and/or telephone lines, or the malfunctioning of a computer network. SAMSONITE EUROPE NV cannot be held liable if the website malfunctions for a given Internet browser.

SAMSONITE EUROPE NV does not guarantee that the Instagram Page will function interruptedly nor that it does not contain any computer errors whatsoever, nor that any defects found will be corrected.

SAMSONITE EUROPE NV may not be held liable for any damage (personal, physical, material, financial or other) arising from participation in the Game.

SAMSONITE EUROPE NV may not be held liable if, in the event of force majeure as defined by the French courts, exceptional circumstances or events beyond its control (computer fraud, virus, fire, flood, industrial action or any other event) should disrupt the organization and the management of the Game, should the Company be required to shorten, extend, postpone, modify or cancel the Game in order to ensure the security, the fairness, the integrity or the proper conduct of the Game.

In the event of force majeure as defined by the French courts, changes to these rules may be published during the life of the Game. They will be considered as amendments to this present set of rules.

In such cases, participants or any other person may not assume that they are entitled either to individualized information or to damages.

Finally, SAMSONITE EUROPE NV may not under any circumstances be held liable for any problems related to the delivery or the loss of electronic or postal mail.

SAMSONITE EUROPE NV may not be held liable for errors in the delivery of the prizes, for the loss of the prizes during transit, for their non-receipt or any damage they may suffer, nor for their late delivery.

Article 12 – Intellectual property

The graphic elements, images, drawings or other objects represented on the site of the Game, along with the brands and company names mentioned, are the exclusive property of their respective owners and may not be used, reproduced, even in part, without the prior written permission of the latter upon pain of possible civil and/or criminal prosecution.