

# HighCoDATA

## CONDITIONS SPECIFIC TO PROMOTIONAL OPERATION MANAGEMENT SERVICES (Réf n° Cspé Promo 20230101) Applicable from 01/01/2023

These Specific Conditions (hereinafter the "Specific Conditions") are intended to set down the conditions in which **HIGH CO DATA** - Société par Actions Simplifiée - with a capital of €636,966, whose head office is in Aix-en-Provence, registered under number 403 096 670 (Aix-en-Provence RCS) (hereinafter the "Service Provider"), provides Promotional operation management services (reimbursement offers, bonuses, games, etc.) (hereinafter the "Services"), entrusted to it by the Customer. Any order for Promotional Operation Management Services placed by the Customer entails express and unreserved acceptance by the Customer of these Specific Conditions and the Service Provider's Terms and Conditions of Service, to the exclusion of all other conditions issued by the Customer even if earlier in date, subject to special conditions specifically accepted by the Service Provider. In the event of any contradictions arising between these Specific Conditions and the Service Provider's Terms and Conditions of Service, the provisions of these Specific Conditions shall prevail.

### 1) DEFINITIONS

**Disbursements:** sums paid by the Service Provider in the name and on behalf of the Customer to consumers and/or retailers such as face values, handling allowances, carriage costs where appropriate, etc.

**Promotional Operation Management:** services to set up and manage operational marketing operations (reimbursement offers, bonuses, games, etc.) (hereinafter the "Operation(s)") intended for consumers and retailers-resellers as well as any associated services (development of ad hoc websites, consultancy, promotional mechanics proposals, etc.) such as detailed in the corresponding Quotations. Under its Promotional Operation Management Services, the Service Provider undertakes, in particular, to consolidate, sort and check applications from consumers or retailers-resellers to participate in the Operation (hereinafter "Participation Applications") and to (i) either reimburse the face value to them, in the name and on behalf of the Customer, (ii) or forward the planned prizes to them.

### 2) PERFORMANCE CONDITIONS SPECIFIC TO PROMOTIONAL OPERATION MANAGEMENT ACTIVITIES

#### Recording Operations

Prior to launching any Services, the Customer forwards to the Service Provider the information concerning the forthcoming Operation (promotional system, volumes, face value to be refunded, distribution method, etc.). On the basis of this information, the Service Provider establishes a written Quotation setting down: □ The procedures and deadlines for the performance of the Services in the Operation,

- The costs of the Services excluding tax (fixed costs and variable costs),
- Where appropriate, an estimate of the number of participation requests sent to the Service Provider by consumers or retailers/resellers, drawn up by mutual agreement between the Service Provider and the Customer (hereinafter the "Estimated Redemption Rate").

The Customer must provide to the Service Provider, after accepting the Quotation, a precise and exhaustive description of the consumer's conditions for participation in the Operation and indicating all the elements and documents required for proper performance of the Services (hereinafter the "Description"). The Customer undertakes to send the Service Provider, at the latest fifteen (15) days before the first distribution in the Operation, all the definitive media for the Operation.

#### Estimated Redemptions

The Estimated Redemption Rate for an Operation is drawn up by mutual agreement between the Service Provider and the Customer taking account of the number of media carrying the Operation (products, advertising media, ...), the mechanics, the delivery volume or sale estimate over the period, any prizes on offer to consumers and the amount of any refunds offered to Participants, based on the information communicated by the Customer and information in the possession of the Service Provider for similar Operations. Given the number and complexity of the parameters to take into account, some of which are solely at the choice of the Customer, Estimated Redemption Rates shown on the Quotation are for information only. The responsibility of the Service Provider may in no case be incurred in the event of a difference found between these Estimated Redemption Rates and the actual redemption rates.

#### Processing Participation Applications

The Service Provider retrieves Participation Applications from consumers or retailers-resellers taking part in the Operation (hereinafter the "Participants"). Accordingly, the Service Provider will be released from any liability in case of delay or any problem in routing the said Participation Applications. The Service Provider will check, to the extent that it has the information required to carry out these checks, compliance by Participants with the participation procedures specific to each Operation such as

described in the corresponding Quotations and Descriptions. The Service Provider will consider Participation Applications from Participants to be non-compliant if such applications do not meet the validity conditions agreed between the Parties such as mentioned in the Quotation and Description.

However, in the event of incomplete Participation Applications and if the Participant has provided evidence of the purchase, the Customer shall let the Service Provider assess the validity of the Participation Application. If the Customer wishes to put a limit on participation by Participants in the Operations, the Service Provider has put a control procedure in place to detect the following duplicate applications:

- Identification of multiple data inputs/transmissions of identical bank or postal account details for the same Operation,
- Identification of multiple data inputs/transmissions of an identical reimbursement code subject to the Customer having opted for distinctive codes (no two codes are the same).

The obligations and responsibility of the Service Provider, in the case of multiple participations, will be limited to the control procedure above, regardless of the participation limits announced to Participants on the Operation media. In the event of specific operations or requests from the Customer, in particular in the area of security, it will be possible to extend the control procedure to take in additional elements (e.g.: name, address, check-out ticket...). In this case, duplicate detection only occurs in the presence of strictly identical data (spelling, ...).

#### Reimbursement to Participants or sending of prizes

##### Reimbursement of the face value to Participants

Subject to the Disbursement Advance Payment being sufficient, the Service Provider, in the name and on behalf of the Customer, sends the corresponding payment to Participants covering the following for each Participation Application:

- The reimbursement of the face value:

As such, the Customer mandates the Service Provider, in its name and on its behalf, to reimburse Participants the face value provided for in the Operation. The Service Provider systematically asks Participants for certain information to enable it to check the identity of the Participants. If the information requested is not forwarded to the Service Provider, the Service Provider will not process the Participation Applications and will destroy them.

- The reimbursement of carriage expenses:

As such, the Customer mandates the Service Provider to pay to Participants, in its name and on its behalf, (i) carriage expenses comprising solely the cost for Participants of sending paper Participation Applications to the Service Provider, (ii) as well as any other sum defined by the Customer in the framework of the Operation. Postage expenses, when refunded to the consumer, are refunded on the basis of postal rates in force on the date of reimbursement to the consumer, any subsequent increase or any increase in postal rates during the Operation compared to those in force on the date of the Quotation or contract remain at the Customer's expense.

##### Sending of prizes

Where appropriate, the Service Provider undertakes to send to Participants the prizes provided for in the framework of the Operation concerned, in accordance with the terms and conditions detailed in the corresponding Quotation.

#### Storage and Destruction of supporting documents related to Participation Applications processed

The Service Provider undertakes to retain physical and dematerialised supporting documents provided in the framework of Participation Applications, for at least (3) months following reception. If the Customer wants archives to be kept for longer, in particular at the request of its insurer, these archives will be the subject of specific pricing.

#### Statistics

The redemptions and statistics pertaining to all the Participation Applications processed by the Service Provider are updated every 48 hours by the Service Provider and can be consulted by the Customer using its own confidential code, on the site <https://portail.highco-data.fr>, section "MYDATA STATS". The Service Provider retains redemption and statistical data on the site for twelve (12) months after the validity end date of the Operation. Once this deadline is exceeded, and if redemptions over the last three (3) months have been zero, these data will no longer be available on the site and will be archived.

#### Sourcing and / or prizes purchasing services

In the event that the Client entrusts the Provider with the sourcing and / or prizes purchasing services, it undertakes to:

- Pay the funds necessary for the purchase of the prizes, before the provider orders the prize, according to the terms agreed with the Provider,
- Make it his own business to obtain any partnerships / licenses with third parties when he wishes to offer prizes incorporating the elements of intellectual property of these third parties,
- Validate the final proofs of the prizes within the deadlines agreed with the Provider and at the latest before they go into production.

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In the event that the Client wishes to impose a particular prizes supplier to the Provider, it reserves the right to refuse the said supplier in the event that this supplier refuses to accept the Provider's general conditions of purchase.

### **3) FINANCIAL CONDITIONS SPECIFIC TO PROMOTIONAL OPERATION MANAGEMENT ACTIVITIES**

#### **Terms of payment for management expenses**

The Services may be subject to two types of payment: one "real" payment and one "flat-rate" payment only proposed at the discretion of the Service Provider.

#### "Real" payment

The price of the Services on the Quotation includes fixed and variable expenses. These expenses do not include VAT and are billed in the month in which the Operation is put in place and/or on a monthly basis. The amount of the payment is determined based on the real number of redemptions in the Operation (number of requests for refunds for Participants sent to the Service Provider, ("the Redemptions"). Under a "real" payment agreement only, the Customer can take out an insurance policy to cover any overruns in terms of the Estimated Redemption Rate as indicated on the Quotation if the Customer feels this would be judicious. In this case and under its sole responsibility, the Customer must provide its insurer with all the information concerning the conditions in which the Operations are being organised and must ensure it is consistent with the options it takes up in this context.

#### Flat-rate payment

A flat-rate payment may be applied in agreement with the Customer. This flat-rate payment: is calculated on the basis of the Estimated Redemption Rate and the prices applied by the Service Provider. Due to the flat-rate nature of the payment, the Customer cannot demand a reduction in this payment for any reason whatsoever and in particular if the real number of Redemptions is less than the Estimated Redemption Rate. The flat-rate payment is excluding tax and is fully billed on the date the Quotation is signed and payable by bank transfer or by cheque upon receipt of the invoice. Failing payment, the Services will not be performed.

#### **Disbursement payment terms**

Disbursement Advance Payments are only required if the Operations require a reimbursement of the Service Provider's share to Participants and when payment is made on a "real" basis. To enable the Service Provider to refund Participants the face value shown on the media used for the Operation (as well as postage expenses, when the conditions of the Operation so provide), the Customer must pay the Service Provider an advance payment by cheque or bank transfer, at the latest fifteen (15) days before the start of each Operation, corresponding to the Disbursement provision request issued by the Service Provider. In the course of the Operation, if the Customer has a debit balance for Disbursements, the Service Provider will draw up a request for an additional Disbursement Advance Payment and the Customer must honour payment of it upon reception.

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