

GAME RULES
"APGAR CONTEST"

2. Read and accept the present rules without reservation.

ARTICLE 4 – DESIGNATION OF WINNERS

The winners of the Game (hereinafter referred to as the "**Winners**") will be selected by random.

No contestation regarding the designation of the Winners can be validly formulated.

The identity of the selected Participants will be revealed live during the Event.

ARTICLE 5 – DOTATIONS

The dotation (hereinafter referred to as the "**Dotation**") for each Winner will be from the following list:

- First prize : Apple Watch Serie 8
- Second prize : UE Wonderboom 3 speaker.

This Dotation may not give rise, on the part of the Winners, to any dispute of any kind, in particular to obtain the return of its cash value, its modification, replacement or exchange for any reason whatsoever.

However, the Organizing Company reserves the right to replace the Dotation with another prize of equivalent or greater value in the event of events beyond its control that make it impossible to deliver the Dotation, without the Organizing Company being liable for this substitution.

ARTICLE 6 – IMAGE RIGHTS AND PERSONAL RIGHTS

The Winners graciously authorize the Organizing Company, without this conferring on them any payment, right or advantage whatsoever other than the awarding of their Dotation:

- Within the framework of the Game, to use their first and last names. These elements of personality are intended to be used by the Organizing Company as part of its advertising communication and on all social networks, the Internet, email communications (newsletters/external communication and internal communication), for a period of five (5) years from the first broadcast.
- Fix, capture and reproduce their image, their voice and/or their words on the photograph(s) and/or audiovisual media, whatever the format, produced in the context of the draw during the Event (hereafter the "**Image**"). This authorization entails the right, for the Organizing Company, to make any addition, deletion, modification and/or framing to the initial fixation/capture of their Image that will be deemed useful for the needs of

ARTICLE 1 – ORGANIZATION

The company APGAR CONSULTING, with a capital of 220 000€ registered at the RCS of France under the number Nanterre B 813 343 738 and having its registered office at Neuilly-Sur-Seine (hereinafter referred to as the "**Organizing Company**"), is organizing a free game with no obligation to buy entitled "APGAR CONTEST" (hereinafter referred to as the "**Game**"), which will take place from May 22th until May 24th 2023 during a summit (hereinafter referred to as the "**Gartner Data & Analytics Summit**").

This Game is governed in its entirety by the provisions set forth in these rules to which all participants agree (hereinafter the "**Rules**").

ARTICLE 2 – PARTICIPATION

The Game is open to any individual of legal age (hereinafter referred to as the "**Participant**" or collectively the "**Participants**"). Participation in the Game is strictly personal and nominative and can be done one time only.

The following cannot participate in the Game:

- Members of the Organizing Company's staff.
- Staff members of companies directly or indirectly involved in the realization of the Game.
- Spouses and family members of the above-mentioned persons.

Participation in the Game automatically implies express and unreserved acceptance by the Participants of these Rules, the rules of ethics in force on the Internet, as well as the laws and regulations in force on French territory, including the provisions applicable in France to games.

Consequently, failure to comply with these Rules, with the conditions required for participation, any falsified, fraudulent, false, misleading, incorrect and/or inaccurate indications of identity or address, or violation of the other provisions mentioned above will result in the invalidation of the participation.

ARTICLE 3 – PRINCIPLE OF THE GAME

The Game begins on May 22th at 8:00 AM, and will end on May 24th at 4:00 PM.

To participate in the Game, Participants must:

1. Have registered for the Event.

communication and/or promotion, direct and/or indirect, of the Event, provided that it does not result in an infringement of their personality rights or their reputation, and

- Exploit their Image and represent it to the public temporarily, in whole or in part (without any obligation for the Organizing Company) by any technical means, in any place, for advertising, commercial purposes and for private and/or professional and internal and/or external communication in association with the Game, the Organizing Company, the "Apgar Consulting" brand, and on social networks, the Internet, e-mail communications (newsletters/external communication and internal communication).
- It being understood that this authorization includes the right to quote their name(s) and/or their first name(s).

This authorization to reproduce and exploit the aforementioned rights is valid for the entire world and for a period of five (5) years from the first broadcast of the Winners' Image.

It is further understood that for social networking sites (such as LinkedIn, etc.), the Organizing Company cannot retain control over the circulation of the Winners' Image, and the Winners acknowledge and agree that it may be visible online beyond the transfer period defined above and for the entire life of the pages and/or accounts concerned.

Any use other than those defined in this article must be subject to the prior written consent of the Winners.

Furthermore, the Winners warrant to the Organizing Company that they are not bound by any agreement with third parties prohibiting them from giving this authorization.

ARTICLE 7 – INTELLECTUAL PROPERTY RIGHTS

The Organizing Company and its possible partners are the holders of all intellectual property rights relating to the Game. These rights belong to them, or they hold the rights to use and/or exploit them. Access to and participation in the Game do not confer on Participants any rights to these intellectual property rights.

As such, it is formally forbidden to reproduce, represent, modify, transmit, publish, adapt, in any medium whatsoever, by any means whatsoever, or exploit in any way whatsoever, all or part of the elements relating to the Game, without the prior written authorization of the Organizing Company and/or its partners.

ARTICLE 8 – RESPONSIBILITY

The Organizing Company reserves the right to shorten, extend, modify or cancel the Game in the event of force majeure or if circumstances beyond the Organizing Company require it, without its liability being incurred as a result.

Participation via the Internet implies knowledge and acceptance of the characteristics and limits of the Internet, particularly with regard to the lack of protection of certain data against possible misappropriation or piracy and the risks of contamination by any viruses circulating on the network, technical performance, response times for consulting, querying or transferring information, the risks of interruption and, more generally, the risks inherent in any connection and transmission on the Internet.

It is the responsibility of each Participant to take all appropriate measures to protect his/her own data and/or software stored on his/her computer and telephone equipment against any attack. The connection of any person to the site or the application and participation in the Game is done under his/her entire responsibility.

Also, the Organizing Company may not be held liable in the event of misuse or incident related to the use of the computer, of any malfunction of the Internet network, of the Game servers, or of any other technical connection preventing the proper conduct of the Game. In the event of a technical malfunction of the Game, the Organizing Company reserves the right, if necessary, to invalidate and/or cancel the Game session during which said malfunction occurred. No claim will be accepted as a result.

The Organizing Company shall not be held responsible if the data relating to a Participant's registration do not reach it for any reason for which it cannot be held responsible (for example, a problem with the Internet connection due to any reason whatsoever on the part of the Participant, a momentary failure of the servers for any reason whatsoever, etc.) or arrive unreadable or impossible to process (for example, if the Participant's computer hardware or software environment is inadequate for participation, etc.).

Consequently, the Organizing Company shall not be held responsible under any circumstances, without this list being restrictive, for:

- The transmission and/or reception of any data and/or information on the Internet.
- Any malfunction of the Internet network preventing the proper conduct of the Game.
- Failure of any receiving equipment or communication lines.
- The loss of any paper or electronic mail and, more generally, the loss of data.
- Routing problems.

- Operation of any software.
- Consequences of any virus, computer bugs, anomalies, any technical or material failure that prevents or limits the possibility of participating in the Game.

More generally, the Organizing Company shall not be held liable in the event of force majeure. Nor shall it be held liable, and no recourse may be taken against it in the event of the occurrence of events that are force majeure (strikes, bad weather, etc.) that partially or totally deprive Participants of the opportunity to participate in the Game and/or the Winners of the benefit of their Dotation. Likewise, neither the Organizing Company nor its service providers shall be held responsible for any incidents occurring during the use of the Dotations, after their delivery to the Winners.

ARTICLE 9 – CANCELLATION OF THE GAME

The Organizing Company may cancel all or part of the Game if it appears that fraud has occurred in any form whatsoever, including computer fraud, in connection with participation in the Game.

It reserves, in this hypothesis, the right not to attribute the Endowment to the fraudsters, to recover the Endowment in case of discovery of the fraud after their attribution and/or to prosecute before the competent jurisdictions the authors and/or accomplices of these frauds.

Any difficulty of interpretation or application of these Rules will be decided by the Organizing Company.

ARTICLE 10 – RULES

These Rules are available at URL <https://apgar-group.com/apgar-random-draw-try-your-luck/>.

ARTICLE 11 – PERSONAL DATA

The personal data collected are mandatory for the taking into account of the participation in the Game and its follow-up. It will be processed by the Organizing Company for the purpose of managing the Game.

In accordance with the provisions of the French law "Informatique et Libertés" of January 6, 1978, as amended, and with the European Regulation for the Protection of Personal Data 2016/679 of April 27, 2016, each Participant has the right to access and rectify data concerning him/her, as well as the right to object to the processing of such data; these rights can be exercised by contacting or by transmitting the request to communication@apgar-group.com.

ARTICLE 12 – INTERPRETATION

Any difficulty in interpreting or applying these Rules shall be decided by the Organizing Company in accordance with French law. Any behavior by a Participant that may be harmful to the image of the Organizing Company and/or contrary to public order and/or morality may result in the invalidation of said Participant's participation in the Game. The Organizing Company may, as of right and without prior notice, exclude any Participant who has not complied with these Rules, proceed with the pure and simple cancellation of any Dotation to which said Participant may be entitled.

If one of the clauses of these Rules is rendered null and void by a change in legislation, deregulation or by a court decision, this shall in no way affect the validity of and compliance with the other clauses of these Rules.

ARTICLE 13 – APPLICABLE LAW AND JURISDICTION

The Game and these Rules are subject exclusively to French law.

The courts of the jurisdiction of Paris shall have sole jurisdiction to process any dispute relating to the validity, application, or interpretation of these Rules.