

## **Super Wings Contest Terms and Conditions:**

1. The Promoter and Organizer is: Auldey Toys France S.A.S (hereinafter "Organizer") (N° SIRET 81824863500018) whose registered office is at 25 Rue de Sèvres, Boulogne Billancourt, 92100.
2. The Contest is open to residents all over the world aged over 15 years old as of the date of entry or if they have less than 15 years old, they must have their parent's authorization. The Contest is void where prohibited by law.
3. There is no entry fee and no purchase necessary to enter this Contest. Making any purchase would not increase the chances of winning.
4. By entering this Contest, an entrant is indicating his/her agreement to be bound by these terms and conditions.
5. Route to entry for the Contest and details of how to enter are via <https://www.facebook.com/superwingsinternationalofficial>
6. Multiple entries from the same user are allowed, but the same user can only win one prize.
7. Contest period: Entries will be accepted online starting on 10.01.2022 7pm (Paris time) and ending 19.01.2022 7pm (Paris time). After this date, no further entries to the Contest will be permitted.
8. No responsibility can be accepted for entries not received for whatever reason. To enter the Contest, participants must ensure that his/her Facebook account settings allow for public view during the duration of the Contest. In the event the Organizer is unable to verify the entry due to incorrect account settings, the entry will be considered invalid and voided.
9. The requirements of how to enter the Contest are as follows:
  - Like the Facebook or Instagram page, like the Facebook or Instagram post, comment the picture with the name of your favorite Super Wings.
10. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. The Organizer reserves the right to remove, in its sole and absolute discretion, any submission deemed inappropriate, incomplete, or that is not in compliance with the terms and conditions and rules of the Contest. If the participant uses fraudulent methods or otherwise attempt to circumvent the rules, their submission may be removed from eligibility at the sole discretion of the Organizer.
11. Auldey Toys France S.A.S reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event beyond Auldey Toys France S.A.S's control that can affect the administration, security, fairness, or proper conduct of the Contest. Any changes to the Contest will be notified to entrants as soon as possible by the Organizer.
12. Auldey Toys France S.A.S will judge the Contest and decide the winner randomly in the comments.
13. The prize is a Super Wings Toy from Alpha Group. The prize is as stated, and no cash or other alternatives will be offered. The prizes are not transferable. Prizes

are subject to availability and the organizer reserves the right to substitute any prize with another of equivalent value without giving notice.

14. The winners will be notified 7 days after the ending of the contest by a direct message on Facebook. If the winner cannot be contacted or do not claim the prize within 14 days of notification, the Organizer reserves the right to withdraw the prize from the winner and pick a replacement winner. The winner's name will be available on a post on @superwingsinternationalofficial.
15. Prize winners are required to private message the Organizer via Facebook to inform of their personal details (name, age, address of delivery, and contact number) for the purposes of identity verification for prize collection and delivery. The personal information collected by the Organizer is for the sole purpose of conducting the prize delivery. Failure to provide this information may result in your participation being disregarded.
16. The Organizer will notify to the winners when and where the prize will be delivered after receiving their delivery information.
17. Auldey Toys France S.A.S shall have no liability for Winner's failure to receive the notices or for Winner's provision of incorrect or otherwise non-functioning contact information. ANY VIOLATION OF THE OFFICIAL RULES BY WINNER (AT AULDEY TOYS FRANCE S.A.S'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
18. The Organizer's obligation to transfer the prize is considered fulfilled at the time the prize is transferred to the courier or delivery service. If the prizes sent by the Organizer are lost or damaged due to the fault of the courier or delivery service, the Organizer is not responsible for the loss or damage of the prizes sent. The decision of the Organizer is not subject to appeal.
19. By entering the Contest, the entrant represents and warrants that the entry is an original work of authorship and does not violate any third party's proprietary, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity, or confidentiality obligations. Participants warrant that the entry submission is the original work of the participant and, as such, the participant is the sole and exclusive owner and rights holder of the submitted work, and that the participant has the right to submit the work to the Contest and grant all required licenses. If the entry infringes upon the intellectual property right of another, the entrant will be disqualified at the sole discretion of Auldey Toys France S.A.S. If the content of the entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, the entrant shall, at his/her sole expense, defend or settle against such claims. The entrant shall indemnify, defend, and hold harmless Auldey Toys France S.A.S from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Auldey Toys France S.A.S may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

20. All entries submitted must NOT contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, the sales or use of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing or which is otherwise inappropriate, in the sole discretion of the Organizer, nor may the name submitted contain any derogatory references to the Organizer or any other person or entity including brands or trademarks of the Organizer or any other person or entity. The Organizer does not assume any liability for any unlawful or unlawfully produced content entry.
21. By entering, the participant agrees to release and hold harmless Auldey Toys France S.A.S 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 Contest 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) unauthorized human intervention in any part of the entry process or the Promotion; (iv) electronic or human error in the administration of the Promotion or the processing of entries.
22. The organizer is not liable for any damage, loss, injury or disappointment suffered by any participant as a result of entering the Contest or accepting the prize or any injury or damage to the participant's or any other person's personal property including but not limited to a computer or mobile telephone relating to or resulting from participation in or downloading/uploading any materials in connection with the Contest.
23. Any cost associated with entering the Contest is the participant's responsibility and is dependent on the software and internet service provider used.
24. This promotion is in no way sponsored, endorsed, or administered by, or associated with Instagram or Facebook. You are providing your information to Auldey Toys France S.A.S and not to any other party.
25. Auldey Toys France S.A.S's decision as to those able to take part and selection of winners is final. In the event of a dispute, the winner's entitlement is subject to the sole discretion and final decision of the Organizer. No correspondence relating to the Contest will be entered.
26. Auldey Toys France S.A.S shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions.
27. By liking the facebook or Instagram page, liking the post on facebook or Instagram and commenting the post with his favorite Super Wings, the entrant understands and agrees that the Organizer has the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, during three years and throughout the world, without limitation, any user-generated content for the Contest, their entry, name, profile, submitted photo,

voice, likeness, image, statements about the Contest, and for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. All entries and any copyright subsisting in the entries become and remain the property of Auldey Toys France S.A.S who may publish or cause to be published any of the entries received.

28. DATA PROTECTION POLICY: As part of its business, Auldey Toys France, is required to collect and process personal data relating to contest participants.

29. The purpose principle: When Auldey Toys France is required to process data, it does so for specific purposes: each data processing implemented pursues a legitimate, determined, and explicit purpose. The purposes are:

- The collection of personal information
- Verification and control of compliance with the competition rules,
- Relationship management with participants and winners,
- Designation of winners and awarding of prizes.
- Management, reporting and statistics.

30. Proportionate data processing: For each processing implemented, Auldey Toys France undertakes to collect and use only adequate, relevant, and limited to what is necessary for the purposes for which they are processed. Auldey Toys France ensures that the data is, if necessary, updated and to implement procedures to allow the deletion or correction of inaccurate data.

31. Within the framework of personal data processing, Auldey Toys France collects and processes the following categories of data:

- Personal information: Name, first name, postal address, contact number, and age of winners.
- Results and allocation of prizes.

32. The declarative data: This is the personal data that you provide as part of your participation in the operation and exchanges between us and yourself.

33. Recipients of your data: The personal data that we collect, as well as those that are collected subsequently, are intended for us in our capacity as data controller. They will be processed by our marketing department.

34. Auldey Toys France applies strict authorization policies that allow the data it processes to be transmitted only to persons authorized to have access to it.

35. Your data is processed in France, Auldey Toys France and its service providers do not transfer your data outside the European Union.

36. Your right of access: Auldey Toys France is concerned about the respect of the rights granted to you within the framework of the processing of your personal data. When your data is processed, you have the right to request from Auldey Toys France a copy of your data and information concerning:

- The categories of personal data concerned;
- The recipients or categories of recipients as well as, where appropriate, if such communication should be made, the international organizations to which the personal data has been or will be communicated, in particular recipients who are established in third countries;

- The existence of the right to ask the data controller for the correction or deletion of your personal data, the right to ask for a limitation of the processing of your personal data, the right to object to such processing;
- The right to lodge a complaint with a supervisory authority.

37. You have the possibility to ask Auldey Toys France that your personal data be rectified or completed if it is inaccurate, incomplete, ambiguous, or out of date.

38. You may ask Auldey Toys France to delete your personal data when one of the following reasons applies:

- The data is no longer necessary for the purposes for which it was collected or otherwise processed;
- You withdraw the consent previously given;
- You object to the processing of your data where there is no overriding legitimate reason for the processing;
- The data processing does not comply with the provisions of the applicable laws and regulations.

Your attention is drawn to the fact that the right to the deletion of data is not a general right and if none of these reasons are present, Auldey Toys France will not be able to respond favorably to your request. This will be the case if Auldey Toys France is obliged to keep your data because of a legal or regulatory application or for the observation, exercise, or defense of legal rights.

39. You may request the limitation of the processing of your personal data in the cases provided for by law and regulation.

40. You have the right to object, at any time for reasons relating to your particular situation, to the processing of your personal data whose legal basis is the legitimate interest pursued by the data controller. In case of exercise of such right of opposition, we will ensure that we will no longer process your personal data in the context of the processing concerned unless Auldey Toys France demonstrates that it has legitimate and compelling reasons to maintain this processing. These reasons must be superior to your interests and to your rights and freedoms where the processing is justified for the establishment, exercise, or defense of legal rights.

41. You have the right to the portability of your personal data when the legal basis of the processing is your consent or the execution of pre-contractual measures or a contract. Moreover, not all data are portable, and this right concerns only automated processing, excluding manual or paper processing. The data on which your right to portability can be exercised are:

- Your personal data, thus excluding data that are anonymized or that do not concern you;
- The declarative personal data;
- Personal operating data.

The right of portability may not infringe on the rights and freedoms of third parties, regarding business secrecy. You can request data portability in accordance with the procedure defined below by specifying whether you wish to receive your data yourself or, if technically possible for us, that your data be forwarded directly to

another data controller. In the latter case, you must indicate the exact name of the data controller, its contact details and the department or person who should receive the data. To facilitate the exercise of this right, you must inform this recipient of your request to Auldey Toys France.

42. You have the right to file a complaint with the CNIL (3 place de Fontenoy 75007 Paris) on French territory and this without prejudice to any other administrative or jurisdictional recourse.
43. You have the possibility to define specific directives relating to the storage, deletion, communication of your personal data after your death. These specific directives will only concern the processing carried out by us and will be limited to this scope only.
44. All the rights listed above can be exercised by contacting Auldey Toys France at the following address: [alphamedia.international@alpha-animation.fr](mailto:alphamedia.international@alpha-animation.fr). To exercise your rights, you will have to prove your identity by any means. In case of doubt about your identity, Auldey Toys France may ask you to provide additional information that appears necessary for your identification, including a photocopy of an identity document bearing your signature if necessary.