

Terms and conditions for the Point S Tyre & Autocare Network “Goodwood Revival Promotion” promotional campaign with prize draw

ARTICLE 1 – PREAMBLE

Point S UK Ltd, having its registered office at Carleton House 266 – 268 Stratford Road, Shirley, Solihull B90 3AD, (hereinafter the “Organising Company”), has decided to organise, in the United Kingdom, a promotional prize draw with a purchase obligation and a draw during the competition, as part of a promotional campaign for the sale of tyres, (hereinafter referred to as either “Goodwood Revival Promotion” or the “Prize Draw”), rewarding customers in accordance with the terms and conditions set forth hereafter.

ARTICLE 2 - PURPOSE

The purpose of these Terms and Conditions is to define the rules applicable to the “Goodwood Revival Promotion” campaign.

Participation in the Prize Draw implies full and unconditional acceptance of these rules. Failure to comply with the conditions governing participation set forth in these rules will render participation null and void.

ARTICLE 3 - DURATION, TERRITORY AND ADVERTISING THE CAMPAIGN

The “Goodwood Revival Promotion” campaign will take place from 1 July 2022 until 31 August 2022 inclusive, and that the campaign is reserved exclusively for residents of the United Kingdom and therefore the prize is also exclusive for residents of the United Kingdom.

The promotional game is advertised in all participating Point S points of sale using a communication kit composed of: 1 poster, customer entry form/leaflets, one postage paid envelope and rules.

All authorisations required by national legislation have been requested by the Organising Company.

Article 4 – CONDITIONS GOVERNING ENTRY AND PARTICIPATION

4.1. Entry conditions

To participate in the Prize Draw, a participant must meet the following conditions:

Be an adult individual (which, for the purposes of this document, is defined as anyone over the age of 18 years old), living in the United Kingdom at the time of this Prize Draw and the prizes must be exclusive for residents in the United Kingdom. Participation in the Prize Draw is limited to one per household, (same name, same postal and/or email address), for the entire duration of the Prize Draw.

The participant must not be connected to Point S UK Ltd. This excludes employees and managers of the Point S, members of the Point S network, members of companies involved in preparing the Prize Draw, printing promotional media and organising the promotional campaign, as well as the families of all of these people.

4.2. Conditions governing participation

To participate, the customer must respect all the conditions set forth hereafter.

a. Prior purchase of Michelin tyres

The Prize Draw is open to any customer who purchases two (2) or more 18” or larger Michelin tyres in a participating Point S Point of Sale, between 1 July 2022 until 31 August 2022 inclusive.

Any customer who wishes to participate is informed that collection of a prize is subject to proof of this purchase. It is specified that the only acceptable proof is an invoice in the participant’s name. It is therefore the responsibility of any customer wishing to participate in the Prize Draw to keep said invoice, even if a copy of the proof of purchase could be also provided by the Point S branch.

b. Entry

All customers purchasing 18” or larger Michelin tyres during the promotional period who fill in the entry form and return it to the Point of Sale will be automatically entered into the prize draw. If a participant fails to fill in the form in its entirety, their entry will be cancelled, and they will not be able to claim any prizes.

c. Validation of entry

Being informed of all these conditions, participants expressly agree to the processing of their personal data in the context of the Prize Draw. Consent is given by ticking the box on the entry form.

“I acknowledge and accept all the terms and conditions of the “Goodwood Revival Promotion” promotion and agree to the processing of my personal data for this purpose.”

Participants can also agree to processing for advertising and/or promotional purposes by ticking the following box on the entry form:

“I agree to be contacted by the Organising Company for advertising and/or promotional purposes.”

If fraud of any kind comes to light, the Organising Company reserves the right to completely cancel the fraudulent participant’s entry.

In the event that a participant does not tick the first box, their participation will be considered invalid, and they will therefore be unable to validate their entry form. In the second case, it is specified that participants are free to choose not to tick the box.

ARTICLE 5 – THE ALLOCATION OF PRIZES

For the “Goodwood Revival Promotion” promotional campaign, the prize consists of 1 of 5 pairs of tickets to the Goodwood Revival on Sunday, 18th September 2022. Five winners will be drawn. Winners will be responsible for their own transportation, hotel and hospitality costs. A prize draw will take place on 5th September 2022 with the winning participants being drawn by the Organising Company. The prize draw to determine the winners will be carried out at Point S Tyre & Autocare Network Head Office, Carleton House, 266-268 Stratford Road, Solihull, and drawn by a third party and in the video presence of a representative from Michelin.

All winners to be notified as soon as possible, but no later than 7th September, 2022, by phone or email and the Point S Branch will provide proof of purchase.

Furthermore, the name of winners can be published by the Organising Company on the website: www.point-s.co.uk/michelin-goodwoodrevival

To claim their prize, winners should communicate, by 12th September 2022 at the latest, the above-mentioned proof of purchase which is necessary for the prize to be awarded: the invoice proving the purchase of 2 or more Michelin Tyres size 18” or greater in the Point S network, dated between 1 July 2022 until 31 August 2022 inclusive.

The prizes won must be accepted as they are and cannot be refunded or exchanged or be the subject of monetary consideration. The Organising Company reserves the right to replace the prize(s) with another prize or other prizes of the same value if circumstances outside its control make it necessary.

In the event that a winner is unable to collect their prize, in particular if proof of purchase is not communicated to the Organising Company, the winner cannot appoint a third party to benefit therefrom and the prize will automatically become the property of the Organising Company, without any claim being possible.

ARTICLE 6 – COMMUNICATION REGARDING THE “Goodwood Revival Promotion” CAMPAIGN

A publication will be made at the end of the “Goodwood Revival Promotion” which may include photographs of the Points of Sale and the winner(s) and the winner’s/winner’s surname(s) first name(s) and counties of residence, without this entitling the winner(s) to any remuneration, right or other advantage other than the prize rewarded.

By choosing to participate in this campaign, participants accept the disclosure of winners’ information, participants fully acknowledge having read and fully accept the terms of this communication in the previous paragraph.

ARTICLE 7 - PERSONAL DATA

The Organising Company, as data controller, will automatically process the Prize Draw participants’ personal data in accordance with its privacy notice, a copy of which is available at <https://www.point-s.co.uk/privacy-policy>. The data controller uses a processor which will process the personal data provided on the website <https://www.promotion.point-s.com>, in particular for the management of prizes awarded under this promotional campaign. This processor is a communication and operational marketing agency, specialised in network coordination, sales promotions and the digital field. This subcontractor has signed a service agreement with the data controller, defining the scope of management of personal data collected as part of this promotional campaign.

The purpose of the data processing is to organise the “Goodwood Revival Promotion” promotional campaign. Subject to the participant’s consent, the purpose of this processing will be to send information and offers regarding services provided by the POINT S network, in the context of future marketing/advertising campaigns.

The personal data collected is intended for use solely by the Organising Company, the Point of Sale in which the purchase was made and the management company for the prize draw, and will not be used by a third party.

Participants’ personal data will be kept, in the United Kingdom, for a maximum duration of 36 months as from the date of collection, without prejudice to each participant’s rights to give instructions regarding use of his personal data, after their death.

In accordance with the GDPR, each participant benefits from the right to access, rectify or request erasure of their personal data and to the portability thereof, and to restrict or object to processing of their data, in accordance with the conditions and limits provided for by the regulations. These rights can be exercised by contacting the Organising Company at the address Carleton House 266 – 268 Stratford Road, Shirley, Solihull, B90 3AD or by sending an email to dpo@points-development.com.

If a participant exercises their right to object to data processing before the end of the Campaign, said participant waives their right to participate. Participants are entitled to bring a claim before the competent control authority.

Participants are aware that, if they do not wish to be prospected by telephone, they can object thereto by entering their landline or mobile telephone numbers on the free Robinson list which can be accessed on the either <https://www.mpsonline.org.uk> or <https://www.tpsonline.org.uk/tps>

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 – Liability

Participants are fully responsible for their participation in the Prize Draw.

The Organising Company cannot be held liable if, in the event of force majeure or events outside its control, (in particular in the case of technical or IT problems etc.), disrupting the organisation and management of the “Goodwood Revival Promotion” campaign, it has to shorten, extend, postpone, modify or cancel this promotional campaign for tyres.

The Organising Company cannot be held liable for any Internet malfunction preventing the smooth running of the Prize Draw.

Any person accessing the website and participating in the Prize Draw accepts full responsibility for doing so. The Organising Company draws the participants’ attention to the fact that they are responsible for information declared on the website with their profile.

The Organising Company can cancel or suspend all or part of the Prize Draw if it comes to light that fraudulent behaviour of any kind has taken place, related to IT, in the context of participation in the Prize Draw. In this case, it reserves the right not to allocate the prizes to any fraudsters.

In any case, if the smooth administrative and technical running of the Prize Draw is disrupted by a virus, computer bug, unauthorised human intervention or any other cause outside the Organising Company’s control, the latter reserves the right to discontinue the Prize Draw.

No request for a refund can be made to the Organising Company, either for the costs of accessing the website, or postal costs.

8.2 - Governing law

The “Goodwood Revival Promotion” campaign and these Rules are governed by United Kingdom law. All disputes regarding the validity or interpretation and enforcement of these rules will fall under the exclusive jurisdiction of the Birmingham Commercial Court.