

TERMS AND CONDITIONS OF "DRIVER PHOTO CHALLENGE" COMPETITION

Article 1 – Organising Company

This Game is organised by the company FRANCE MANCHE, registered with the Companies' Register of Paris under number 333 286 714 and having its registered office at 37-39 rue de la Bienfaisance , Paris (75008).

Article 2 – Dates of the operation

The competition runs from 9TH October 2024 to 30th October inclusive.

Article 3 – Participants

The campaign is entitled "Driver Photo Challenge":

- In order to participate the following conditions must be cumulatively met:
- be a LeShuttle Freight customer

To be able to win, drivers need to be a member of LeShuttle Freight loyalty programme: Only the Email address used to participate will be eligible to win.

Participants may only play individually in their own name.

Participation is strictly personal; on no account may play under different pseudonyms, with different email addresses, regardless of the number of email addresses they have, or on behalf of other participants.

Any entries that do not comply with the above rules will be rejected. Players give permission for all checks postal address and the trustworthiness and truthfulness of their entry. Any false statements or false identity or address information shall lead to the player being immediately eliminated.

Article 4 – How to play

The photo competition will be sent by email to all LeShuttle Freight customers and will be communicated via flyers on the terminals and on our web app Driver Info. It can be accessed via a link www.play-truckshuttle.com/photochallenge.

It is divided into two parts:

- The participant can upload one of several photos
- The participant can vote for their favourite photos. Only 1 vote per photo per participant is permitted but they can vote for an unlimited number of photos.

4.1 – Photo challenge

- To take part in the Competition, the participant must go to www.play-truckshuttle.com/photochallenge and complete the registration form for by filling in the mandatory fields marked with a star: Last name, first name, Email and nationality and accept the terms and conditions.

- When uploading one or up to 3 photos, the participant earns 25 Drivers Club loyalty points. The maximum gain per day is 25 points regardless the number of photos uploaded.
- The participant can upload a maximum of 3 photos as they wish every day from the 9th October to 30th October 2024.
- When voting, the participant earns 15 points.
The participant can only vote once for each photo. The maximum number of points attributed per day is 15.
- The loyalty points won will be credited to the "Drivers Club" account of each of the winners at the end of the competition and before 15 November 2024.

Article 5 - Prizes and awarding of prizes

The prizes will awarded to the winner(s) of the corresponding operation who receive the highest number of votes and who are members of Drivers Club.

Participants will be informed of their winnings within 8 days, after checking the email address is the same as the one used a Drivers Club member.

5.1 Prizes to win

- 1 e-bike for an approximate value of €1000
- 1 Gro-Pro camera €299
- 1 portable coffee machine €129

5.2 Other provisions

Prize winners will be contacted by email within 8 days of the end of the competition and will have their photo entry published.

No objections of any kind may be made in relation to the prize awarded. Winners may not claim the equivalent value in cash of the prize awarded or request its exchange for other goods or services.

If, for any reason whatsoever, the winner cannot or does not wish to receive all or part of the prize under the conditions described in these rules, they lose the entire benefit of that prize and cannot claim any indemnity or compensation.

If the prize has not been collected by the winner within 30 days of the email informing them, the prize will be put back into play in a future game.

The winners of the prize draw give permission for any checks on their identity. Anyone giving a false identity will be eliminated. The Organising Company also reserves the right to take legal action by any means, against any attempt to circumvent these rules, particularly where incorrect information is given.

Article 6 – Naming of winners and awarding of prizes

Winners of the daily Prize draw will be notified by email via the email address provided and will be notified as long as it matches the email address of the Drivers Club member.

Only one prize can be awarded per person throughout the competition duration (meaning one prize per winner: same name, same address). For confidentiality reasons, the list of winners cannot be communicated to third parties.

Article 7 – Publicity

Solely by virtue of their participation, each winner gives the Organising Company permission to use their surnames, first names and photos in any advertising or promotional event linked to this Competition. Any such use will not give the winner the right to remuneration or any advantage other than the award of the prize won. In any event, this personal information cannot be used for this type of event linked to the Competition for more than 12 months after the end of the Competition.

If any winner objects to the use of their personal details, they must let the Organising Company know without delay by sending an email to the following address: freight@eurotunnel.com

Article 8 – Data protection

i. By entering the competition, you agree that any personal data provided to the FRANCE MANCHE company in relation to the Competition can be used by the company, its partners and/or third-party suppliers (as applicable) in connection with managing the Competition. Please read the Eurotunnel Le Shuttle Privacy Policy (available via the link www.eurotunnelfreight.com/fr/confidentialite) to find out more about how we may use your personal data.

i. The company FRANCE MANCHE may publish your name on the Eurotunnel Freight website at the following address: www.eurotunnelfreight.com. Your email address may also be used to contact you about the Competition. You also agree to take part in any reasonable promotion requested by Eurotunnel Le Shuttle.

Article 9 – Liability

9.1 Photos must not be illegal, misleading, discriminatory. They must not infringe the rights of others.

FRANCE MANCHE reserves the right to delete any photo at its sole discretion.

If a participant commits an illegal act, in particular by publishing an illegal, misleading, discriminatory photo or one that violates the rights of a third party, the participant will be solely responsible and will guarantee FRANCE MANCHE against any claim of any nature whatsoever and without limit of liability.

9.2 To the extent permitted by law, under no circumstances will FRANCE MANCHE or its agents and distributors be required to compensate the winner or to accept any liability whatsoever for any loss, damage or bodily injury occurring as a consequence of accepting a prize, unless this was caused by negligence on the part of FRANCE MANCHE, its agents and/or distributors, or one of their employees.

Article 10 – Intellectual property right

10.1 When intellectual property rights are attached to the photos, it is specified that these rights granted to FRANCE MANCHE include the right to use and exploit the photos directly or indirectly for any reason and in particular: (i) the right to (have) reproduce the photos, in particular to (have) them manufactured, without limitation of the number of reproductions, (ii) the right to (have) represent the photos by any means of advertising, in particular by any communication network, without limitation of the number of representations, (iii) the right to distribute the photos to any third party for any reason and in particular in the context of future consultations, (iv) the right to modify,

to develop, in whole or in part the Results, (v) the right to (have) translate the photos into any language, (vi) the right to put the photos on the market, for a fee or free of charge.

10.2 Each participant guarantees to FRANCE MANCHE that they hold all intellectual property rights relating to what they publish and thus guarantee the peaceful enjoyment of these rights. If the published photos incorporate third-party rights, the participant guarantees and holds FRANCE MANCHE harmless against all consequences of the violation of intellectual property rights without prejudice to the losses and damages that FRANCE MANCHE would be entitled to claim from the participant.

Article 11 – General provisions

- i. Any violation of these rules may result in the temporary or permanent exclusion of a player.
- ii. FRANCE MANCHE reserves the right to cancel, suspend or modify the Competition if this becomes necessary.
- iii. If a provision of these rules is or becomes invalid or unenforceable, that provision will not affect the validity of the other provisions, which will remain in force.
- iv. These rules are subject to French law and the jurisdiction of the French courts.
- v. The French version of these rules will take precedence over the English version or any other versions.

Article 12 – Contacting us

- i. The information collected is recorded in a computerized file by France MANCHE for the competition and on the basis of consent.

The data collected will be communicated to the following recipients only: the people in charge of managing the game and for the allocation of prizes.

The data is kept for the duration of the game. The winners' data is kept beyond the end of the game

You can access the data concerning you, rectify it, request its deletion or exercise your right to limit the processing of your data. You can withdraw your consent to the processing of your data at any time. You can also exercise your right to the portability of your data)

Visit the cnil.fr website for more information on your rights.

To exercise these rights or for any questions about the processing of your data in this system, you can contact: freight@eurotunnel.com (or our DPO: dpo@getlinkgroup.com).

If, after contacting us, you believe that your “Data Protection” rights have not been respected, you can submit a complaint to the CNIL.

- ii. You can read these rules at the following address:
www.eurotunnelfreight.com/uk/about/photochallenge