

Contest « Road to the Main Stage by Firestone » Terms and Conditions

ARTICLE 1 – ORGANIZATION

DEEZER S.A., a company established under the laws of France with registered offices at 24 rue de Calais, 75009 Paris – France, with registration number 898 969 852 (hereinafter “**Deezer**”) publishes and exploits communication services to the public by electronic mean, by free or paid subscription, from the URL <http://www.deezer.com> and/or mobile apps (hereinafter, the “**Deezer Platform**”).

Deezer is organizing jointly with its partner, Firestone, part of **Bridgestone Europe NV/SA**, UK Branch (UK establishment number: BR021251) whose UK establishment registered office is at Athena Drive, Tachbrook Park, Warwick, CV34 6UX (hereinafter “**Firestone**”) a free contest with no obligation to buy entitled “Firestone Road to the Main Stage” from February 8th to August 14th (hereinafter, the “**Contest**”).

The Contest is open to any eligible natural person as defined below, via the following website address <https://roadtothemainstagebyfirestone.withdeezer.com> (hereinafter, the “**Website**”) which will be made available through the Deezer Platform and the social media pages of Deezer and its partner, Firestone.

Participation in this Contest implies full and unconditional acceptance of these rules (hereinafter the “**Terms and Conditions**”) by the Participants (hereinafter defined). For the avoidance of doubt, the present Terms and Conditions exclusively apply to Participants residing within the United Kingdom who are only eligible to participate in the Contest organized within the United Kingdom (and not in France or Germany).

ARTICLE 2 – DESCRIPTION OF THE CONTEST

In order to promote the Firestone brand and products and the emerging talent competition untitled “Road to the Main Stage” by Firestone, as well as the Deezer services, Deezer and Firestone are organizing a Contest between different participating artists, accessible via the Website.

The Contest will take place from February 8th 6am GMT to May 24th 23:59pm GMT within the United Kingdom, being specified that it will also be organized in France and Germany.

At the end of the Contest period, one (1) Winner (as defined in Article 5) will be selected within the United Kingdom from among the Participants.

The Winner will be chosen through a vote by the public from among the Participants, after having been preselected with other Participants within the United Kingdom by a jury composed of staff members of Deezer and Firestone.

The same process of selection will be applicable in France and Germany, where a contest and vote will also be organized in order to select one (1) winner within each of these countries.

In order to enter in the Contest, the Participants (i) must be eligible and meet the criteria set out in Articles 3.1 and 3.2 and, (ii) will have to create an account via the Website and (iii) fill in the dedicated form according to the terms set out in Article 4.

ARTICLE 3 – CONDITIONS OF PARTICIPATION

3.1. The Contest is only open to participants who (i) are natural persons having at least eighteen (18) years old on the day of their participation and (ii) residing in the United Kingdom and (iii) who validated their participation registration according to the terms of Article 4.

3.2. The Contest is solely open to artists (i) that are not bound by any exclusive agreement with any record label during the Contest and the Prizes (as defined hereafter) and, (ii) who have a Deezer artist page through which at least three (3) audio recordings embodying their performance of a musical work are available. The Contest is open to solo artists as well as bands.

3.3. A “**Participant**” is defined as an eligible person as defined in Articles 3.1 and 3.2, who has accepted the terms of the present Terms and Conditions.

3.4. It is specified that any person related to the organization, directly or indirectly, of the Contest, including all Deezer and Firestone employees, Firestone third parties and/or agencies and their families, are not authorized to participate in the Contest.

ARTICLE 4 – PROCESS OF THE CONTEST

The entrance to the Contest will be exclusively accessible via the Website from February 8th 6am (GMT) to March 22nd 23:59pm(GMT).

To be registered in the Contest, Participants must:

- (i) Access the Website including from one of the media formats (video or banner) displayed on the Deezer Platform and on the social media pages of Deezer and Firestone;
- (ii) Create or log in to their account through the Website;
- (iii) Fill in the form dedicated to the Contest through their account, enter the link to their artist page on Deezer, and upload (a) a link redirecting to one (1) track of the Participant on the Deezer Platform and (b) a selection of photos, within the dedicated fields of the registration form;
- (iv) Tick the box allowing them to accept the Terms and Conditions; and
- (v) Validate their participation by clicking on the dedicated button.

Each artist, solo or band, having completed this process will be considered a Participant.

With respect to bands, there can only be one (1) application per band to the Contest.

The Winner of the Contest will be selected under the conditions referred to in Article 5. The Winner could be a band.

ARTICLE 5 – WINNER DETERMINATION

5.1. Based on all registrations filed in accordance with Article 4, a preselection will be conducted by a jury composed of Deezer and Firestone staff members between March 23rd and April 4th (hereinafter the “**Preselection**”). The jury will preselect five (5) to ten (10) artists for the United Kingdom from among the Participants (hereinafter the “**Preselected Artist(s)**”). It is specified that five (5) to ten (10) reserve artists for the United Kingdom (hereinafter the “**Backup Preselected Artist(s)**”) will also be designated by the jury.

5.2. Deezer shall notify the Preselected Artists at the earliest convenience after the Preselection by email (from jeu-concours@deezer.com) to the email address provided by the Participants and/or by phone to the phone number provided by the Participants when entering the contest. Preselected Artists shall confirm their willingness and availability to pursue the Contest (and therefore be submitted to the public vote) within three (3) days following notification. It is acknowledged that the acceptance of the Preselected Artists to pursue the Contest constitutes a firm commitment on their part to make themselves available on the dates and times of the event referred to in Article 6 below (as communicated by Deezer or Firestone), in the event that they win the Contest.

5.3. In the event a Preselected Artist remains unreachable or do not confirm their willingness and availability to pursue the Contest within the required timeframe, Deezer reserves the right to preselect a Backup Preselected Artist.

5.4. The Preselected Artists will be revealed via the Website and on the social media pages of Deezer and/or Firestone and submitted to the public vote.

5.5. The Preselected Artist with the most votes for the United Kingdom will be declared as the winner for their country (hereinafter the **"Winner"**).

5.6. The public will be able to vote for their favorite Preselected Artist from April 12th 2023 6am (GMT) to May 24th 23:59pm (GMT) and the Winner for the United Kingdom will be revealed via the Website and on the social media pages of Deezer and/or Firestone on July 13th 2023.

5.7. Deezer shall notify the Winner at the earliest convenience after the public vote by email jeu-concours@deezer.com to the email address provided by the Winner when entering the Contest and/or by phone.

ARTICLE 6 – PRIZE AND DELIVERY

6.1. The Winner chosen in accordance with Article 5 will receive the following prizes (hereafter the **"Prizes"**):

- A day access (8 hours session, at dates and times to be mutually defined with Deezer), to the recording studio located in the premises of Deezer HQ in Paris as well as the assistance of a sound engineer, in order to record an EP (hereinafter the **"Prize 1"**);
- The opportunity to perform live at least one musical work at a Firestone partner festival, "Rock en Seine" in Saint-Cloud, during summer 2023 according to the applicable terms and conditions made available on the Website (hereinafter the **"Prize 2"**);

The Prizes' monetary value amounts to 5000 € tax excl.

6.2. The Prizes are nominative, non-separable, non-transmissible, non-exchangeable against another object or service and cannot be exchanged for cash money.

6.3. To the fullest extent permitted at law, except in the case of gross negligence on its part, neither Deezer or Firestone accepts any responsibility or liability of any kind in relation to the successful reception of the Prizes.

6.4. The recording session of the Winner's EP in the Deezer studio in the course of Prize 1 shall not amount to or result in any kind of recording or distribution agreement nor any kind of partnership between Deezer and the Winner. Prize 1 will solely consist in the provision of a studio session and the services of a sound engineer as further agreed with Deezer.

6.5 Deezer will cover the travel and accommodation expenses to come to Paris on behalf of the Winner as part of Prize 1, being understood that unless otherwise agreed with Deezer the stay will be limited to one (1) night.

ARTICLE 7 – MODIFICATION AND CANCELLATION

In the event of force majeure, Deezer reserves the right to cancel, shorten, extend, modify or postpone the Contest, including the different dates specified in these Terms and Conditions, at any time, without being held liable. To the extent possible, these modifications or changes will be the subject of prior information by any appropriate means and a modification of the Terms and Conditions.

In the event of force majeure that would lead to the cancellation or postponement of the Rock en Seine Festival and therefore the Firestone stage is no longer available, Firestone reserve the rights to cancel the Prize 2 and will not be held liable to fulfill the terms of this contract.

ARTICLE 8 – DECISION OF THE ORGANISERS AND FRAUD

8.1. The Participants authorize all verifications concerning the information entered in the participation form of the Contest. Any inaccurate or misleading information could result in the disqualification of the Participant. Only one entry per person (same name, first name, IP address (Internet Protocol) and same email address) is allowed for the duration of the Contest. In case of fraudulent multiple applications, the participation will be totally invalidated.

The fraud or attempted fraud by a Participant, including the creation of false identities allowing to register several times may be sanctioned by the formal and definitive prohibition to participate in the Contest or the non-delivery of the Prizes, without Deezer being held liable.

The same Participant cannot participate to the Contest for the benefit of someone other than himself or herself, solely excluding the specific case of a Participant who enters the Contest on his/her own behalf and that of the members of his or her band who have accepted such participation.

Participants who attempt to participate by means such as automatic participation, programs developed for automated participations, use of information, electronic mail or customer numbers other than those corresponding to their identity and address and more generally by any means inconsistent with each Participant's equal opportunity to win would be automatically eliminated, without Deezer being held liable.

Deezer may cancel all or part of the Contest if it appears that fraud has occurred in any form whatsoever, as part of the participation in the Contest or the determination of the Winner. It reserves the right, in this case, not to allocate the Prizes to fraudsters and / or to initiate any legal action before competent jurisdictions.

8.2. Any entry that is incomplete, illegible, with inaccurate contact details, received before the opening date of the Contest as indicated in Article 4 of the Terms and Conditions or after the closing date and time for entries (the date and time of receipt of the data contained in the file used by Deezer for the Contest being taken as proof of this) will be deemed inadmissible.

8.3. Participants who fail to comply with any of the conditions set out in this Article 8 will be automatically disqualified and Deezer reserves the right not to award the Prizes to the Winner.

ARTICLE 9 – LIABILITY AND WARRANTIES

9.1. Neither Deezer or Firestone shall not be held liable in the event that, for any reason beyond its control (in particular in the event of technical problems related to any Internet access provider, postal services or in the event of the indication of a wrong email address or a wrong postal address or any case of force majeure):

- (i) any Participant's entry does not reach him/her or reaches him/her illegibly;
- (ii) any Winner cannot be reached by email;
- (iii) the Prizes are delivered late or do not arrive to the Winner;
- (iv) the Winner may not be able to attend to the festival referred to in Article 6.1 for example due to Firestone's decision, or any other third party, or in the event that the festival is delayed, scheduled on a date that does not suit Winner's availability or cancelled, for any reason whatsoever.

9.2. In the event of any of the foregoing in Article 9.1, Participants and Winner will not be entitled to any compensation of any kind.

9.3. It is expressly recalled that the Internet is not a secure network. Deezer can therefore not be held responsible for contamination by viruses or intrusion of a third party in the system of the terminal of Participants in the Contest and declines any responsibility for the consequences of the connection of Participants to the network via the Platform.

Deezer shall not be held liable in the event of malfunctions in the Internet network, due in particular to acts of external malice, which would prevent the proper conduct of the Contest and the information of Participants. In particular, Deezer shall not be held liable in the event that the entry forms completed by Participants in the course of the Contest do not reach them for any reason beyond its control (in particular in the event of technical problems relating to the access provider or acts of external malice) or reach them illegible or indecipherable.

9.4. Neither Firestone or Deezer shall be liable for any costs incurred by Participants as a result of their participation in the Contest (in particular relating to the connection to the Internet network or to the devices used during this connection). More specifically, Deezer shall not be liable for any costs or expenses of any kind that the Winner may incur in order to attend to the festival described in Article 6.1 including travel and accommodation costs.

9.5. The terms and delivery of the Prize 2 will be handled by Firestone according to the applicable terms and conditions made available on the Website, and Deezer will not be involved in this regard. As a result, Deezer may not be held responsible for any organizational matters related to this event nor for any damage that the Winner may suffer from as a result of his/her participation. In this case, Firestone and the Winner shall confer to find a suitable solution.

9.6 Firestone shall not be responsible for providing or hosting the Prize 1. The delivery of Prize 1 will be handled by Deezer, and Firestone will not be involved in this regard. As a result, Firestone may not be held responsible for any organizational matters related to this Prize nor for any damage that the Winner 6 may suffer from as a result of his/her participation. In this case, Deezer and the Winner shall confer to find a suitable solution.

9.7. Participants warrant that they have the capacity and are in control of all relevant rights to participate in the Contest and that no commitment to or agreement with any third party will interfere or contravene with their participation to the Contest in accordance with these Terms and Conditions.

Participants who enter the Contest on their own behalf but also on behalf of third parties such as members of their band, warrant that they have all necessary rights, permissions and licenses to do so on behalf of such third parties in accordance with these Terms and Conditions. Participants further acknowledge and warrant that they have obtained all necessary rights, licenses or permissions from any and all relevant rights holders of the materials uploaded via the Website, on the Deezer Platform or provided to Deezer or Firestone in connection with the Contest (including but not limited to photographs, cover art, pseudonyms, names, texts, audio recordings, or any other elements aiming at being used and published as part of the Contest).

Participants shall indemnify and hold harmless Deezer and Firestone from and against any and all third party claims in this regard.

ARTICLE 10 – USE OF NAME, IMAGE AND MUSIC

By entering the Contest, the Preselected Artists authorize Deezer and Firestone, free of charge, to reproduce and communicate to the public, on all media including via the Website, the Deezer Platform, social media, PR releases, etc., (i) the link directing to their artist page on the Deezer Platform (with a Deezer player through which the Preselected Artists' released music can be listened to), as well as (ii) the pictures and any other elements that they uploaded via the Website or provided to Deezer as part of their participation to the Contest (such as their background, biography, logos or marks, names or pseudonyms, works' titles and cover arts, etc.), as well as (iii) the videos taken during the recording session of the Winner in the course of Prize 1, for the purpose of promoting and advertising the Preselected Artists' participation to the Contest, as well as the Contest itself, and Firestone and Deezer's services/products. This authorization is granted for a period of ten (10) years following the date of first communication to the public of such elements and for the whole world.

ARTICLE 11 – PERSONAL DATA

11.1 Identification of the parties and of the processings

"Processing" means the processing of personal data related to registration and participation in the Contest as well as the processing of personal data related to the delivery of the Prizes (hereinafter detailed in Articles 10.3 and 10.4 below), which is necessary for the execution of the Terms and Conditions.

The controller of the personal data collected in the context of registration and participation in the Contest is Deezer. Firestone and the developer of the Website, MadMix, are the data processors respectively for the purpose of organizing the delivery of the Prize 2, and the development of the Website.

The legal basis for the Processing is the contract between each Participant and Deezer, constituted by these Terms and Conditions accepted by each Participant.

11.2 Rights of people involved

Pursuant to French Law No. 78-17 of January 6, 1978 (as amended) relating to information technology, files and freedoms, the European Data Protection Regulation (EU 2016/679 of April 27, 2016), as well as the Law "for a Digital Republic" (Law No. 2016-1321 of October 7, 2016), Participants and Winner have a right to access their personal data, obtain a copy of it as well as the right to request the modification or deletion of such personal data. They also

have the right to oppose or limit the processing of such personal data. Finally, they have the right to decide the fate of their personal data in the event of their death.

Participants and Winner can exercise their rights freely at any moment by contacting Deezer by email to privacy@deezer.com or by letter at the following address: Deezer SA, Data Protection Officer, 24 rue de Calais, 75009 Paris, France.

As the Processing of personal data is carried out for the purposes of registration, participation in the Contest and delivery of the Prizes, Participants and Winner acknowledge that in the event of a request for deletion, exercise of the right to object or limitation of the Processing on their part before the end of the Contest (i.e., before the delivery of the Prizes), Deezer will no longer be able to process their participation in the Contest or deliver their Prizes. The Participants and Winner will then be automatically eliminated from the Contest.

11.3 Process related to the Contest

In order to enter the Contest and for Winner to receive their Prizes, Participants will have to provide the following data:

- Email address;
- Password;
- First and last name;
- City of residence;
- Age;
- Phone number (for the sole purpose of contacting the Winner at the end of the Contest).

11.4 Sharing of Data

Only authorized persons within Deezer shall have access to the Data. Deezer may provide Firestone with the Data set forth in Section 10.4 for the sole purpose of enabling Firestone to participate in the Preselection of the Participants, promote the Contest and deliver the Prizes to the Winner. No other use by Firestone of such Data is authorized by Deezer. The same applies to the data Processing by MadMix which shall only have access and process Participants' data as part of the development and maintenance of the Website.

11.5 Data retention period

Deezer undertakes not to keep the Participants' data beyond the duration strictly necessary for the purposes pursued and in accordance with the applicable regulations. For the purposes of the Contest, Deezer will retain the Participants' data for the duration of the Contest and then for a maximum period of twelve (12) months from the end of the Contest.

Deezer undertakes to anonymize and/or delete the data as soon as the purpose or retention period expires (whichever is sooner).

11.6 Contact details and claims

For any request concerning the Processing of their data, the Participants may send a request to the Data Protection Officer of Deezer by email at privacy@deezer.com or by post to the following address DEEZER S.A - Data Protection Officer - 24, rue de Calais 75009 Paris.

In the absence of a response or if the Participant is not satisfied with the response provided, he or she may file a complaint with the competent protection and control authority of the European Union Member State in which he or she usually resides. In France, the competent protection and control authority is the CNIL (www.cnil.fr).

ARTICLE 12 – INTELLECTUAL PROPERTY RIGHTS

In accordance with the laws governing intellectual property rights, the reproduction, representation or exploitation by the Participants of all or part of the elements composing the Contest or the Deezer service is strictly prohibited, including any logos, trademarks, domain names, trade names, or any other element of intellectual property to which the Participants may have access in the context of their registration and participation in the Contest.

ARTICLE 13 – MISCELLANEOUS

The Terms and Conditions will be available free of charge upon written request sent to Deezer by mail during the duration of the Contest

ARTICLE 14 – APPLICABLE LAW – JURISDICTION

These Terms and Conditions are governed by French law, subject to the mandatory rules of the Participant's country of residence.

Any disputes relating to the Contest and/or the Prizes must be submitted in writing to the Deezer address mentioned in Article 1 and no later than ninety (90) days after the deadline for participation in the Contest as indicated in these Terms and Conditions.

In the event of failure of the claims submitted under the conditions described above and in accordance with the provisions of the French Consumer Code, the Participant has the right to have free recourse to the mediation service offered by Deezer. The "consumer law" mediator thus proposed is Médiation Solution.

This mediation service can be reached by:

- electronically: <https://sasmediationsolution-conso.fr>;
- - or by post: Mediation Solution - 222, chemin de la bergerie 01800 SAINT JEAN DE NIOST.

In addition, and in accordance with Article 14 of Regulation (EU) No. 524/2013 of 21 May 2013, the Participant has access to mediation via the online dispute resolution platform (RLL) electronically at the following address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.

In the event of a dispute, Deezer and each Participant will seek an amicable solution before taking any legal action. If these attempts fail, all disputes relating to the validity, interpretation and/or execution of these Terms and Conditions shall be brought before the competent French courts or any other competent jurisdiction according to the mandatory rules applicable in the Participant's country of residence.

Firestone Terms & Conditions – Road to the Main Stage Contest 2023

These additional terms and conditions are to be read in conjunction with the Terms and Conditions on this website before proceeding as a Participant to the « Road to the Main Stage by Firestone” Contest.

The terms defined in the Terms and Conditions shall have the same meaning when used in these Additional Terms and Conditions, except as defined below.

The Contest is open to any eligible natural person as defined below, via the following website address <https://roadtothemainstagebyfirestone.withdeezer.com> (hereinafter, the “**Website**”) which will be made available through the Deezer Platform and the social media pages of Deezer.

Participation in this Contest implies full and unconditional acceptance of these rules (hereinafter the “**Additional Terms and Conditions**”) by the Participants (. These terms confirm the details of the Firestone event at which the chosen Winner will receive an opportunity to perform live to at least one musical work at a Firestone partner festival, “Rock en Seine” in Saint Cloud, during summer 2023 (“**Prize 2**”).

Details of the Prize 2:

1. The date of the performance will take place on a date during the Rock en Seine Festival 2023 located at Saint Cloud and held on the following dates:
 - From Friday 25th to Sunday 27th August 2023
2. The exact date and time of performance will be specified by organisers of Rock en Seine and confirmation will be provided by Firestone or its representative agency, WAVE, to the Winner.
3. The duration of the performance is anticipated to be in the region of 35 minutes. This may be subject to change and the exact time period will be confirmed by Firestone ahead of the event.
4. The Winner agrees that Firestone and the event organiser AEG may capture imagery and footage of the Winner's performance during the Rock en Seine. The Winner agrees that the imagery can be used:
 - a. By either party to promote the Winner's performance, during and post the event for a period of 24 months post the event date.
 - b. By Firestone may to highlight the winner of the “Road to the Main Stage fuelled by Firestone 2023”
5. Reasonable travel expenses (petrol or train travel) including one night accommodation in Saint Cloud if required at a 3-4* Hotel including breakfast.

Participants warrant that they have the capacity and are in control of all relevant rights to participate in the Contest and that no commitment to or agreement with any third party will interfere or contravene with their participation to the Contest and the Prize 2.

Participants who enter the Contest on their own behalf but also on behalf of third parties such as members of their band, warrant that they have all necessary rights, permissions and licenses to do so on behalf of such third parties. In the event of force majeure or any cancellation, postponement or change by the event organizer Rock en Seine, Firestone reserves the right to cancel, shorten, extend, modify or postpone the Prize 2 including the different dates specified in these Additional Terms and Conditions, at any time, without being held liable. To the extent possible, these modifications or changes will be the subject of prior information by any appropriate means and a modification of the Additional Terms and

Conditions. In the event of any of the foregoing, the Winner shall not be entitled to any compensation.

Firestone may cancel all or part of the Prize 2 if it appears that fraud has occurred in any form whatsoever.

Firestone shall not be responsible for providing or hosting all or any part of the Prize 1 . The delivery of the recording session will be handled by Deezer, and Firestone will not be involved in this regard. As a result, Firestone may not be held responsible for any organizational matters related to this event nor for any damage that the winner may suffer from as a result of his/her participation. In this case, Deezer and the Winner shall confer to find a suitable solution.

To the fullest extent permitted at law, Firestone shall be liable for any costs incurred by a Participant as a result of their participation in the contest. More specifically, Firestone shall not be liable for any costs or expenses of any kind that the Winner may incur in order to attend to the Deezer recording session, including without travel and accommodation costs.

These Additional Terms and Conditions will be subject to the laws of England and Wales and the English Courts will have exclusive jurisdiction.