

Prize Draw « 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 Website <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**”) from April 12th 2023 to May 24th 2023 a free prize draw with no obligation to buy entitled “Firestone Road to the Main Stage” (hereinafter referred to, individually and collectively, as appropriate, the “**Prize Draw(s)**”).

The Prize Draw is open to any eligible natural person in the United Kingdom as defined below, via the following website address <https://roadtothemainstagebyfirestone.withdeezer.com> (hereinafter, the “**Website**”) which will be made available on the Deezer Platform and the social media pages of Deezer and its partner, Firestone. These terms apply to those who wish to vote for their favorite artist, solo or band, selected during the talent competition “Road to the Main Stage fuelled by Firestone”. Details of how to vote and be eligible to form part of the prize draw are detailed here.

Participation in this Prize Draw implies full and unconditional acceptance of these rules (hereinafter the “**Terms and Conditions**”) by the Participants (hereinafter defined).

ARTICLE 2 – DESCRIPTION OF THE PRIZE DRAW

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 Prize Draw for those that wish to vote, accessible via the Website.

The voting period shall run for the period from April 12th 2023 06:00am GMT to May 24th 2023 11:59pm GMT within the United Kingdom, being specified that it will also be organized in France and Germany. All votes must be placed during the voting period.

At the end of the voting period, thirteen (13) winners (as defined in Article 5) will be randomly drawn within the United Kingdom from among the Participants in order to win one of the Prizes (as defined below in Article 6).

ARTICLE 3 – CONDITIONS OF PARTICIPATION

3.1. The Prize Draw is only open for natural persons who (i) are at least eighteen (18) years old on the day of their participation and (ii) who validated their participation registration according to the terms of Article 4 and (iii) have placed a vote through the Website during the voting period.

3.2. A “**Participant**” under these Terms and Conditions is defined as an eligible person as defined in Article 3.1., residing in the United Kingdom who has accepted the terms of the present Terms and Conditions as part of his/her participation.

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

ARTICLE 4 – PROCESS OF THE PRIZE DRAW

The entrance to carry out a vote will be exclusively accessible via the Website from 12th April 2023 06:00am (GMT) to 11:59pm (GMT).

You must register in order to be eligible as part of the Prize Draw.

To be registered in the Prize Draw, each Participant 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 his or her account through the Website and provide his or her email address and password doing so;
- (iii) Vote during the voting period for their favorite artist, solo or band, selected during the talent competition "Road to the Main Stage" fuelled by Firestone from the space dedicated to the Prize Draw on the Website, being understood that this vote is a condition for entering the Prize Draw;
- (iv) Tick the box allowing them to accept the Terms and Conditions; and
- (v) Validate their participation by clicking on the dedicated button.

Each user having completed this process will be considered a Participant.

The Winners of the Prize Draw are selected under the conditions referred to in Article 5.

ARTICLE 5 – WINNER DETERMINATION

5.1. The drawing will be conducted by several Deezer staff members on May 25th 2023 and will select thirteen (13) winners at random within the United Kingdom from among the Participants (hereinafter the "**Winners**").

5.2. Deezer shall notify the Winners (hereinafter the "**Notification**") at the earliest convenience after the draw by email (from jeu-concours@deezer.com) to the email address provided by the Participants when creating their account (through which they participated).

5.3. In the event that the Winner of a Prize remains unreachable, Deezer and Firestone reserve the right to award the Prizes to another Participant.

ARTICLE 6 – PRIZE AND DELIVERY

6.1. The Winners drawn in accordance with Article 5 will receive one of the following Prizes (hereinafter the “Prizes”):

- Prize 1: The first three (3) Winners drawn in accordance with Article 5 will each receive one (1) pair of day tickets granting access to “Rock en Seine” festival located in Saint-Cloud, France (hereinafter “**Prize 1**”). The total monetary value for Prize 1 amounts to £63 VAT incl. The first Winner will also receive two (2) return Eurostar “Economy” tickets from London St Pancras to Paris for two (2) persons and two (2) nights’ accommodation in a three (3) star hotel bedroom (breakfast included), provided by Firestone. It does not include any further transit costs or expenses such as food, beverages, purchases. This will be at the cost of the Winner. The other 2 Winners will receive the festival tickets only.
- Prize 2: The ten (10) following Winners drawn in accordance with Article 5 will each receive one (1) code granting access to a six-month subscription to Deezer Premium (hereinafter “**Prize 2**”) which total monetary value amounts to £71,94 VAT incl.

6.2. Deezer will send Prize 2 to each of the relevant Winners by email in the form of a Deezer subscription code, to the email address that the Winner will have indicated when participating in the Prize Draw. After Notification from Deezer, the Winners of Prize 1 will be contacted by Firestone directly to the email address provided by the Participants when creating their account on the Website and/or by phone in connection with the organization and delivery of Prize 1.

6.3. The Prizes are nominative, non-separable, non-transmissible, non-exchangeable against another object or service and cannot be exchanged for cash money. More specifically, the Deezer Premium codes referred to in Section 6.1 above shall not be returned, exchanged by or reimbursed to Winners, even in case of loss, or theft/fraudulent use. Any resale is prohibited. Deezer is not liable for any damages of any kind, resulting from the loss, theft, or fraudulent use by a third-party of the code. In order to redeem their Deezer Premium, Winners will have to login or create an account on the Deezer Platform and accept the general terms of use of the Deezer service (available at [.](#)

6.4. In the event where the Prize 2 would not be available for any reason whatsoever, Deezer reserves the right to substitute a different prize of an equivalent monetary value.

6.5. 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 Prize.

ARTICLE 7 – MODIFICATION AND CANCELLATION

In the event of force majeure, Deezer reserves the right to cancel, shorten, extend, modify or postpone the Prize Draw 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 Southside festival resulting in Firestone's inability to obtain the tickets, Firestone reserves the rights to cancel the Prize 1 and will not be held liable in this respect.

You will be informed of any modification or cancellation.

To the fullest extent permitted by law, neither Deezer or Firestone shall be liable to the Participant for any loss of enjoyment or costs arising as a consequence of any modification or cancellation.

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 Prize Draw. 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 Prize Draw. 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 Prize Draw or the non-delivery of the Prize, without Deezer being held liable.

The same Participant cannot participate to the Prize Draw (i) with multiple email addresses or (ii) participate for the benefit of someone other than himself or herself.

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

8.2. Persons directly or indirectly involved in the preparation of the Prize Draw, all Deezer employees, Bridgestone/Firestone employees and their families are not eligible to participate in this Prize Draw.

8.3. Any entry that is incomplete, illegible, with inaccurate contact details, received before the opening date of the voting period 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 Prize Draw being taken as proof of this) will be deemed inadmissible.

8.4. 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 those Participants who are drawn.

ARTICLE 9 – LIABILITY OF THE ORGANISING COMPANY

9.1. Neither Deezer or Firestone shall 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 illegally;
- (ii) any Winner cannot be reached by email;
- (iii) the Prizes are delivered late, or do not arrive to Winners;
- (iv) any Winner may not be able to attend to the festival referred to in Section 6.1 notably if the festival tickets are not delivered to him/her or are delivered late, 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 Winners' availability or cancelled, for any reason whatsoever).

9.2. In the event of any of the foregoing in Article 9.1, Participants and Winners 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 Prize Draw 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 Prize Draw 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 Prize Draw 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 Deezer or Firestone shall be liable for any costs incurred by Participants as a result of their participation in the Prize Draw (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 Winners may incur in order to attend the festival describes in Article 6.1 including travel and accommodation costs.

9.5 The terms and delivery of Prize 1 will be handled by Firestone 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 Winners may suffer from as a result of his/her participation. In this case, Firestone and the Winners of Prize 1 shall confer to find a suitable solution.

9.6 The terms and delivery of Prize 2 will be handled by Deezer, and Firestone will not be involved in this regard. As a result, Firestone may not be held responsible with respect to the delivery of such Prize.

ARTICLE 10 – PERSONAL DATA

10.1 Identification of the parties and of the processings

“Processing” means the processing of personal data related to registration and participation in the Prize Draw 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 Prize Draw 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 1, 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.

10.2 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 Winners 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 Winners 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 Prize Draw and delivery of the Prizes, Participants and Winners 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 Prize Draw (i.e., before the delivery of the Prizes), Deezer will no longer be able to process their participation in the Prize Draw or deliver their Prize. The Participants and Winners will then be automatically eliminated from the Prize Draw.

10.3 Process related to the Prize Draw

In order to enter the Prize Draw and for Winners to receive their Prizes, Participants will have to provide the following data:

- email address;
- Password;
- Location of residence (city);
- First and last name;
- Age.
- Phone number (for the sole purpose of contacting the Winner as part of the Prize Draw).

10.4 Sharing of Data

Only authorized persons within Deezer shall have access to the data. Deezer may share the data set forth in Article 10.3 with (i) Firestone for the sole purpose of organizing and conducting the Prize Draw and (ii) Madmix, the developer of the Website for the sole purpose of ensuring the development of the Website. No other use by Firestone and Madmix of such data is authorized by Deezer.

10.5 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 Prize Draw, Deezer will retain the Participants' data for the duration of the Prize Draw and then for a maximum period of twelve (12) months from the end of the Prize Draw.

Deezer undertakes to anonymize and/or delete the data as soon as the purpose or retention period expires.

10.6 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 (<http://www.cnil.fr>).

ARTICLE 11 – INTELLECTUAL PROPERTY RIGHTS

In accordance with the laws governing intellectual property rights, the reproduction, representation or exploitation by the Participant of all or part of the elements composing the Prize Draw 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 Prize Draw.

ARTICLE 12 – MISCELLANEOUS

The Terms and Conditions will be available free of charge upon written request sent to Deezer by postal mail during the duration of the Prize Draw (as evidenced by the postmark) at Deezer, whose address is listed in Article 1. Reimbursement for this request will be made on the basis of a stamp at the current rate.

ARTICLE 13 – APPLICABLE LAW – JURISDICTION

These Terms and Conditions are governed by French law.

Any disputes relating to the Prize Draw 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 Prize Draw 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 court.

Firestone Additional Terms & Conditions – Prize Draw (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.

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.

These terms apply to those who wish to vote for their favorite artist, solo or band, selected during the talent competition "Road to the Main Stage fueled by Firestone". Details of how to vote and be eligible to form part of the Prize Draw are detailed here.

Participation in the Prize Draw implies full and unconditional acceptance of these rules (hereinafter the "**Additional Terms and Conditions**") by the Participants .

Details of the Prize Draw terms and conditions

1. The Prize Draw 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.
2. The Prize Draw is only open for natural persons who (i) are at least eighteen (18) years old on the day of their participation and (ii) who validated their participation registration and (iii) have placed a vote through the Website during the Voting Period (defined below) on their favorite artist, solo or band.
3. All votes must be made during the Voting Period in order to be eligible to form part of the Prize Draw.
4. The Voting Period shall run for the total duration of April 12th 2023 06:00am GMT to May 24th 11:59pm GMT ("Voting Period")
5. At the end of the Voting Period, from those Participants that have satisfied the conditions at paragraph 2 above, thirteen (13) Winners will be randomly drawn by Deezer.
6. The first three (3) Winners drawn in accordance with Article 5 will each receive one (1) pair of day tickets granting access to "Rock en Seine" festival located in Saint-Cloud, France. The first Winner will also receive two (2) return Eurostar "Economy" tickets from London St Pancras to Paris for two (2) persons and two (2) nights' accommodation in a three (3) star hotel bedroom (breakfast included), provided by Firestone. It does not include any further transit costs or expenses such as food, beverages, purchases. This will be at the cost of the Winner. The other 2 Winners will receive the festival tickets only.
7. The Winners will be contacted directly to the email address provided by the Participant when creating their account on the Website and/or by phone in connection with the organization and delivery of the Prize 1.

8. The festival date may not be selected by the Winner. A date will be allocated at random to each Winner. Each Winner must confirm within 3 business days whether it is able to attend on the allocated date. If the Winner is unable to attend, we may reallocate the Prize 1 by selecting another Winner.
9. The Prize is non-separable, non-transmissible, non-exchangeable against another object or service and cannot be exchanged for cash money. Any resale is prohibited.
10. To the fullest extent permitted at law, except in the case of negligence, we do not accept any responsibility or liability of any kind in relation to the successful receipt of the Prize 1.
11. In the event of force majeure or other circumstance that would lead to the cancellation or postponement of the festival resulting in our inability to obtain the tickets, we reserve the right to cancel the Prize 1 will not be held liable in this respect. You or as the case maybe, the Winners will be informed of any modification or cancellation.
12. To the fullest extent permitted by law we shall be liable to the Participant for any loss of enjoyment or costs arising as a consequence of any modification or cancellation.
13. Firestone shall not be responsible for providing or hosting all or any part of the Prizes 2 forming part of the Prize Draw.
14. These Additional Terms and Conditions will be subject to the laws of England and Wales and the English Courts will have exclusive jurisdiction.