

## **TERMS AND CONDITIONS – [FOREST CAMPAIGN SOJADE]**

### **ARTICLE 1 - Identity**

**OLGA**, a company incorporated under the laws of France, whose registered office is at 2 rue Julien Neveu 35530 Noyal-sur-Vilaine, France, registered with the SIREN 709 200 307,

hereafter referred to as the “**Organizing Company**”

Is launching, for promotional purposes, in Europe (except France), from **15/04/2024 to 31/07/2024** included a promotional campaign without purchased required, on Sojade website

named “**Let’s protect forests together**”,

hereafter referred as the “**Campaign**”.

These Terms and Conditions are available on Sojade website for the period of the Campaign.

### **ARTICLE 2 - Definitions**

- “**Campaign**”: shall mean the promotional campaign organized by OLGA and more specifically the brand SOJADE, object of the present Terms and Conditions, available on **sojade.eu**
- “**QR Code**”: is managed by an external supplier named QR PLANET (<https://qrplanet.com/>)
- “**Financed Project**”: shall mean the project describe at article 6 that participant can contribute to
- “**Amount**”: €14.000
- “**Participant**”: natural person participating to the Campaign to contribute to the project describe at article 6
- “**Organizing Company**”: OLGA Company and OLGA Deutschland
- “**Points of Sale**”: retail stores participating to the present Campaign
- “**Packs**”: products of the brand « SOJADE » on which the QR Code is labelled. Those products are detailed in article 3.2.2
- “**Conditions**”: Terms and Conditions applicable to the present Campaign.
- “**Website**”: Sojade.eu

### **ARTICLE 3 - Participation and Campaign description**

#### **3.1 Participation conditions**

Any participation to the Campaign shall imply acceptance of all provisions of the Conditions. Any natural person can participate to the Campaign.

### 3.2 Modality of the Campaign

The Campaign will take place from **15/04/2024 to 31/07/2024** in the opening hours and days of the Point of Sales, as well as online on the following websites:

- <https://sojade.eu/en>
- <https://sojade.eu/de>
- <https://sojade.eu/es>
- <https://sojade.eu/it>

#### 3.2.1 Process of the Campaign

To contribute to the Campaign, the Participant is invited to flash the QR Code with his mobile phone to land on the Campaign website.

For every flashed QR Code, the Organizing Company will give €1 to Bergwaldprojekt within the limit of €14.000, to finance the Project.

#### 3.2.2 Products of the Campaign

The available Products in retail stores, labelled with the QR Code to flash, are:

Référence	Code Produit AS400	Code Produit M3
SOJADE EXP.NATURE 400G	708 102	100 998
SOJADE EXP MYRTILLE 400G	708 332	101 017
SOJADE EXP ABRICOT 400G	708 204	100 999
SOJADE EXP.FRAMB.PASSION 400G	708 224	101 005
SOJADE EXP. MANGUE PECHE 400G	708 322	101 015
SOJADE EXP.NATURE 150G	-	109 378
SOJADE EXP.MYRTILLE 150G	-	109 383
SOJADE EXP.MANGUE-PECHE 150G	-	109 382
SOJADE EXP.FRAISE 150G	-	109 381
SOJADE EXP.FRAMBOISE-PASSION 150G	-	109 380
SOJADE EXP.ABRICOT 150G	-	109 379
QUARK VANILLE EXP 400G	768 260	108 747
SOJADE SKYR NATURE 400G <b>NEW</b>	NEW	111 567
SOJADE SKYR FRAMBOISE 400G <b>NEW</b>	NEW	111 592

#### 3.2.3 Publication of the total Amount

At the end of the Campaign, the Organizing Company commit to pay the total Amount collected through the Campaign to Bergwaldprojekt, to finance the Project, within the cap of €14.000. The Amount collected by the Organizing Company will be published on the website.

#### **ARTICLE 4 - Case of nullity**

By entering the Campaign, the Participant is deemed to have agreed to be bound to these Conditions, as well as to respect the laws, regulations, and deontological rules applicable to the Campaign. Any infringement can lead to prosecution.

The Organizing Company reserves the right at any point tout cancel the Campaign, in case of manifest fraud of any form, especially computer frauds.

#### **ARTICLE 5 : Convention of proof**

Every data that the Organizing Company may detain, especially in its informatic systems, is legally binding and considered a proof of connection or any treatment of information that may be required for the execution of the Campaign.

The Organizing Company will resolve as its own discretion any question regarding the interpretation and application of the Conditions.

#### **ARTICLE 6 - Project presentation**

Bergwaldprojekt is a German association whose aim is to:

- preserve the multiple functions of ecosystems
- raise awareness of the importance of our natural resources and the threats they are facing
- motivate the public to use natural resources in a way that is compatible with nature

Sojade has committed to finance 1 week's project in the Fichtelgebirge region of Germany, a region with a long mining history. The main European watershed between the North Sea and the Black Sea passes through here. In the Fichtelgebirge, the rare capercaillie has still found a place to live and find refuge. The aim of this project is to restore and protect this ecosystem.

#### **ARTICLE 7 – Intellectual Property**

In accordance with the laws governing literary and artistic property rights, the reproduction and representation of all or part of the elements making up the Campaign are strictly prohibited. The brands mentioned are registered trademarks of their respective owners.

All trademarks, logos and other distinctive signs reproduced on the various communication media dedicated to the Campaign are or are likely to be the exclusive property of their owners and are or are likely to be protected. Any unauthorized reproduction of these trademarks, logos and signs constitutes or is likely to constitute an infringement punishable by criminal penalties. Any use of Campaign elements, by whatever means, is subject to compliance with intellectual property rules.

## **ARTICLE 9 - Liability**

If there is a discrepancy between these Conditions and those in any promotional material, these Conditions will prevail.

If the Campaign is not capable of running as planned for reasons including but not limited to tampering, unauthorized intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Organizing Company which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Campaign, the Organizing Company reserves the right to disqualify any individual who tampers with the entry process or does not comply with these Conditions, or invalidate any affected entries and/or to cancel, modify or suspend the Campaign.

No responsibility can be taken for information such as flashed QR Code which cannot be delivered for any technical, delivery or other reason.

Contributing to the Campaign implies the knowledge and acceptance of the characteristics and limits of the Internet network, particularly regarding technical performance, response times for consulting, querying, or transferring information, the risks of interruption, the risks associated with the connection, the lack of protection of certain data against possible misappropriation and the risks of contamination by any viruses circulating on the Internet network. The Organizing Company cannot be held liable for any malfunctions that may affect the Internet network, for any configuration problems or problems related to a given browser.

It is the responsibility of all Participants to take all appropriate measures to protect their own data and/or software stored on their computer equipment against any attack. The connection of any person to the Page and participation in the Campaign is under the sole responsibility of the Participants. In the same way, the Organizing Company cannot be held responsible for any damage, material or immaterial, caused to participants, their computer equipment and the data stored on it, or for any direct or indirect consequences that may arise, especially on their personal, professional, or commercial activity. If for any reason whatsoever this Campaign should not run as planned as a result of a computer virus for example, a bug, an intervention, or an external and unauthorized intrusion on the computer system, fraud, technical failure or any other reason beyond the control of the Organizing Company and corrupting or affecting the management, security, fairness and proper conduct of the Campaign, the Organizing Company reserves the right, at its sole discretion, to cancel, modify, suspend or terminate the Campaign immediately, without liability to Participants.

The Organizing Company reserves the right, and shall not be held liable, in the event of force majeure or unforeseen circumstances or any other event beyond its control, to cancel, shorten, extend, postpone, or modify the conditions of participation and the operating procedures of the Campaign.