# PLUSH COMPETITION REGULATIONS

### **ARTICLE 1**

The company HOME ENTERTAINMENT SERVICES SA/NV (hereinafter called "Plush"), entered in the Brussels Trade and Companies Register under number 0478510502, with its registered office at 42a Rue des Vétérinaires 1070 Anderlecht, is organising a free Competition (hereinafter called the "Competition"), the general conditions for participation in which are specified below.

Participation in the Competition shall only be possible via the web site www.Plush.be

The Competition shall only be held on Belgian territory.

To organise the Competition, Plush is using the services of Lucky Cycle SA/NV (hereinafter called "LuckyCycle"), a limited company under Belgian law entered in the Brussels Trade and Companies Register under number 0548756417, with its registered office at 380 Avenue Louise, 1050 Bruxelles

In accordance with Article 10.2 of its privacy protection policy, Plush informs its Members that the personal data of Members of Plush participating in the Competition which are necessary for organising and running the Competition are used by LuckyCycle.

Participation in the Competition shall have no impact on the guarantees given on products and the aftersales service.

### **ARTICLE 2**

The Competition shall be held from 31 March 2014 at 00.00 until 31 May 2014 at 23.59.

During this period, Plush reserves the right to activate and/or deactivate the Competition regularly depending in particular on the promotional budget available and other parameters.

PLush shall clearly inform its members at what time the Competition is activated.

#### **ARTICLE 3**

Participation in the Competition shall be open to any persons (hereinafter called the "Participants") who meet the following conditions:

- resident in Belgium;
- effective member of Plush;
- having completed a valid purchase on the Plush web site during the period indicated in Article 2;

Minors shall not be authorised to participate in the Competition. Excluded from participation shall be the staff of Plush, the organiser of the Competition, LuckyCycle, all direct or indirect members of staff of those companies and any other person having collaborated in the organisation of the present Competition (hereinafter collectively called the "Competition Entities").

Also excluded from participating in this Competition shall be first-line members of the family of the persons indicated in the previous paragraph, as well as persons living under the same roof as the latter.

Plush may at any time and definitively exclude a Participant, in the event of breach of one of the conditions of participation, in the event of providing false information as described in Article 9 or in the case of abuse, deception or participation in the Competition in bad faith.

Participation in the Competition shall involve no waiver of the legal right of withdrawal from purchase of the goods and/or services comprising the Participant's basket of purchases. Nonetheless, exercise of that right shall automatically result in cancellation of participation in the Competition by default.

Participants acknowledge that their purchase is not motivated on a principal or secondary basis by the hope of a win from participation in the Competition.

### **ARTICLE 4**

Participation in the Competition must take place between the dates indicated in Article 2. Only entries registered between those dates shall be admitted.

Once their purchase is made, the Participant shall receive an invitation to participate in the Competition via a hyperlink in the order confirmation email. The Participant must answer one or more questions calling on their wisdom, general culture and knowledge of Plush products (hereinafter called the "Main Questions"). Participation in the Competition shall be free but shall only be taken into account after payment for the products purchased on the Plush web site.

This Competition is not a game of chance within the meaning of the Law of 7 May 1999 on games of chance, gaming establishments and the protection of players.

A draw shall enable Participants to be selected if they have correctly answered the Main Questions.

This draw shall be performed by computer, instantaneously, randomly and without human intervention.

Each draw shall give a one in three chance of being reimbursed the purchase.

Winners shall be redirected to a form asking for their bank details so that the reimbursement can be made to the latter by bank transfer.

### **ARTICLE 5 – Reimbursements to winners**

Winners shall be reimbursed the total amount of their purchases excluding any reductions or promotional offers from which the Participant may benefit.

In the event of a win, the amounts won shall be paid by Plush or LuckyCycle by bank transfer.

To that end, the Participant shall be asked to provide the necessary bank details. Payment of the win shall take place within a maximum deadline of 45 days to run from validation of the purchase, subject to the accuracy of the information sent to Plush. The Participant shall be deemed definitively and irrevocably to have waived their win if they have not sent their bank details within a deadline of 15 days to run from notification of their win. Plush shall send the winner confirmation after the bank transfer in their favour.

The bank charges associated with payment of the transfer(s) shall be borne exclusively by the Participant.

## **ARTICLE 6**

Participants shall give their consent regarding any check as to their identity and domicile. The communication of a false identity or a false address shall result in exclusion from the Competition.

In general, any breach of the Regulations as well as any attempted fraud and/or deception shall be penalised by the immediate exclusion of the Participant.

### **ARTICLE 7**

Participation in the Competition shall in itself imply unconditional acceptance of the present Regulations. Any complaint in relation to the present Competition must be sent in writing within 7 working days following the date of participation in the Competition to the registered office of Plush as indicated above. Complaints shall only be dealt with in writing. Complains lodged outside this deadline or not in writing shall not be processed.

The present Regulations shall be governed by Belgian law and any dispute relating to their application shall be within the competence of the Courts in Brussels.

#### **ARTICLE 8**

As organiser of this Competition, the company Plush may not be held liable for the suspension, deferment, alteration or withdrawal of this Competition in the case of force majeure, or more generally in the case of unforeseeable circumstances beyond its control, and no compensation may be due to Participants on those grounds. The decision made by Plush in this regard shall be final and may not be appealed.

LuckyCycle may in no case be considered the seller of the goods ordered. Prior to their participation in the competition, the Participant in the Competition shall conclude a contractual relationship with Plush for the purposes of acquiring the goods offered on its platform. Luckystore shall be outside that contractual relationship. The general conditions of Plush shall be applicable to these sales irrespective of participation in the Competition. If there is a contradiction between the present Regulations and those general conditions, then the latter shall prevail over the present Regulations.

### **ARTICLE 9**

The present Regulations are lodged with the Chambers of Bailiff Leroy: Leroy et Associés SCRL Huissiers de Justice [Court Bailiffs] 358 Avenue de la Couronne B-1050 Ixelles.

These Regulations shall be fully available to Participants free of charge at www.Plush.be

They shall also be sent free of charge to any person requesting them in writing to: Home Entertainment Services SA/NV 42a Rue des Veterinaires 1070 Anderlecht

Belgium.

In this case, if the Participant expressly so requests and provides their bank details, Plush shall reimburse the price of postage by standard letter.

### **ARTICLE 10**

The present Competition involves the processing of personal data, for which Plush is responsible. In addition to that processing which is associated with Plush operations, irrespective of the Competition, the purposes of such processing are direct marketing, management of participation in the Competition and the payment of wins. In accordance with the Law of 8 December 1992 on the protection of privacy with regard to the processing of personal data, Participants are entitled to consult and to correct their personal data, and to object to their processing for direct marketing purposes. These rights may be exercised by sending Plush, at the address indicated in Article 10, a dated and signed request to that effect, accompanied by a copy of the Participant's identity card.

Each Participant may moreover object at any time and without charge or grounds to Plush sending direct marketing emails by clicking on the link "Unsubscribe" which appears on each such email.

### **ARTICLE 11**

If one of the provisions of these regulations is declared invalid or inapplicable, the other provisions shall remain if full force. This condition shall apply insofar as it is authorised by the law.

Any Participant in the Competition shall be assumed to have read and accepted the characteristics and the restrictions associated with use of the Internet. As a result, Plush and/or LuckyCycle may in no case be held liable for:

- · transmissions via the Internet;
- poor functioning of the Internet and/or the software used;
- the consequences of e viruses, bugs, anomalies, technical deficiencies;
- technical defects in the hardware or the software, whatever their nature.

Plush and/or Lucky Cycle may not be held liable for direct or indirect loss or damage caused by participation in the Competition, an interruption or any other malfunction, the exclusion of participants or the closure of competitions, on whatsoever grounds. The present clause shall also apply to direct or indirect loss or damage which might result from a defective connection to the web site www.Plush.com and, as the case may, from their mobile application and/or computers in shops and/or electronic message systems. Each Participant shall be obliged to take the necessary steps to secure their own data and/or software integrated in their IT equipment and/or their site against any attacks. Connection to the web site www.Plush.com and participation in the Competition are on the full liability of Participants

The Participant undertakes only to send third parties electronic messages intended to encourage them to participate in this Competition after obtaining their prior consent. Plush neither retains nor uses email addresses to which a link to the Competition has thus been sent.