

Terms and conditions

(Version updated in May 2020)

ARTICLE 1 - ORGANISER

MarketLuck, a simplified joint-stock company with share capital of €150,000, registered in the Paris Trade and Companies Register under number 803 829 688 and whose registered office is situated at 13-15 Avenue de la Métallurgie, 93200, Saint-Denis, France (hereinafter “MarketLuck”), is the publisher of an application for smartphones and tablets (hereinafter “the Application”).

Through this application, MarketLuck organises “Bravospeed”, a free game with no obligation to purchase (hereinafter the “Game”).

All trademarks, logos and other distinctive signs reproduced in the Application are the exclusive property of MarketLuck or of its partners. Accordingly, they are protected by the provisions of the French Intellectual Property Code. Any unauthorised reproduction of these trademarks, logos or signs constitutes an infringement liable to criminal prosecution.

Apple is not a sponsor and has no involvement in the prizes advertised. The prizes have no connection with Apple products.

ARTICLE 2 - TERMS OF PARTICIPATION - REGISTRATION

2.1 Terms of Participation

Any natural person of legal age, resident in United Kingdom, Metropolitan France, a French overseas department, a French overseas territory, Belgium, Switzerland, Spain, Germany, Austria with the exception of MarketLuck employees and their family members, may register and play via the Application (hereinafter the “Participant”).

All persons registered on the Application acknowledge that they have read and understood these rules and undertake to comply with them in full.

2.2 Registration

No registration is required to participate in the Game.

Each Participant shall be identified on the basis of the smartphone or tablet of which they acknowledge themselves to be the regular user.

ARTICLE 3 - GAME DESCRIPTION

For each Participant, the Game consists of playing a grid, namely of selecting and saving, in a grid containing 65 numbers:

- 5 “Speed” numbers
- 3 “Bonus” numbers

after having viewed advertising content.

Once a grid has been saved, the player must “submit” it in order for that grid to be taken into account by the application in the next draw. A button is provided to this effect in several locations within the application, including the home page.

This allows the player to save multiple grids and submit them all at once for the next programmed draw.

The draw consists of a randomised draw of 7 “Speed” balls, followed by 3 “Bonus” balls, out of a total of 65 balls. The winning combinations are drawn at random. Each Participant who has selected one of the winning combinations wins the highest prize associated with the numbers and signs that they have entered.

For example, a Participant who has entered 3 correct Speed numbers and 2 correct Bonus numbers:

- shall only win the prize corresponding to the “Three Speed numbers and two Bonus numbers” combination;
- and shall not win the prize corresponding to the “Two Speed numbers and two Bonus numbers” combination, nor that corresponding to the “Two Speed numbers and one Bonus number” combination.

There are four types of draw in Bravospeed: Bronze, Silver, Gold and Diamond.

In order to play one of these draws, the player must use a ticket that is specific to that draw.

For example, if the player wishes to play the “Diamond” draw, they must have a “Diamond” ticket.

ARTICLE 4 - HOW THE GAME WORKS

The Participant opens the Application and plays a grid. They will then view advertising content, for example, a video. Videos shall not exceed 3 minutes. Once the advertising content has been viewed, the grid played by the Participant is validated.

Certain grids can be validated without the player having viewed an advertisement, in particular, the “Bronze” grids. The frequency of advertisements is at the discretion of the Organiser.

The Participant may play from Monday to Sunday. The Participant may play as many times as they choose, within a limit of 100 grids per draw.

ARTICLE 5 - DRAWS

The timetable for the different draws is available in the Application.

The results of a draw are known a maximum of 1 hour after it has taken place.

Draws are performed under the supervision of the compliance officer's office of SCP SIMONIN-LE MAREC-GUERRIER, 54 rue Taitbout, 75009, Paris

ARTICLE 6 - COMBINATIONS

As soon as the result of the draw is known, the winning or losing status of each combination is determined. The order of the numbers in a combination is not taken into account.

The winning combinations are as follows:

1st Combination (Jackpot): 4 or 5 Speed numbers + 3 Bonus numbers

2nd Combination: 3 Speed numbers + 3 Bonus numbers

3rd Combination: 4 or 5 Speed numbers + 2 Bonus numbers

4th Combination: 2 Speed numbers + 3 Bonus numbers

5th Combination: 1 Speed number + 3 Bonus numbers

6th Combination: 0 Speed numbers + 3 Bonus numbers

7th Combination: 3 Speed numbers + 2 Bonus numbers

8th Combination: 4 or 5 Speed numbers + 1 Bonus number

9th Combination: 4 or 5 Speed numbers + 0 Bonus numbers

10th Combination: 2 Speed numbers + 2 Bonus numbers

11th Combination: 3 Speed numbers + 1 Bonus number

12th Combination: 1 Speed number + 2 Bonus numbers

13th Combination: 0 Speed numbers + 2 Bonus numbers

14th Combination: 3 Speed numbers + 0 Bonus numbers

15th Combination: 2 Speed numbers + 1 Bonus number

16th Combination: 1 Speed number + 1 Bonus number

Winning combinations exclusively in Silver, Gold and Diamond jackpot draws:

17th Combination: 2 Speed numbers + 0 Bonus numbers

18th Combination: 0 Speed numbers + 1 Bonus number

19th Combination: 1 Speed number + 0 Bonus numbers

Each winning combination is associated with a prize described on the “Prizes” page of the Application.

ARTICLE 7 - RULES APPLICABLE TO PRIZES

7.1 Rules applicable to the Jackpot (see “the 1st Combination”)

7.1.1 In the event of a winning combination

7.1.1.1 In the event of a single winner

In the event that a single Participant has entered the 1st Combination, they shall be awarded the total sum of the Jackpot.

If the Participant has entered the 1st Combination more than once for the same draw, they shall only receive the Jackpot prize once.

7.1.1.2 In the event of multiple winners

In the event that multiple Participants have entered the 1st Combination for the same draw, each winning combination shall entitle each Participant to one share of the Jackpot.

- If X Participants have entered the 1st Combination (once each), each Participant shall receive $1/X$ of the Jackpot. For example: if 3 Participants have entered the 1st Combination, each Participant shall receive $1/3$ of the Jackpot.

- If one or more Participants have entered the 1st Combination more than once, the share of the Jackpot awarded to each Participant shall be calculated in proportion to the number of 1st Combinations entered by each Participant. For example: if 2 Participants have entered the 1st Combination, and if the 1st Participant has entered it only once, whereas the 2nd Participant has entered it 4 times, the 1st Participant shall receive $1/5$ of the Jackpot and the 2nd Participant shall receive $4/5$ of the Jackpot.

Prizes (or shares of prizes) are rounded up to the nearest euro.

7.2 Rules applicable to other combinations

7.2.1 Principles

Prizes for the 2nd to the 15th Combinations consist of money prizes, gift vouchers or Speed Points.

7.2.2 In the event of winning combinations

7.2.2.1 In the event of a single winner

In the event that a single Participant has entered a winning combination, they shall be awarded the total prize corresponding to that combination.

If the Participant has entered the same winning combination X times for the same draw, the following rules shall apply:

- For a combination with a Cash prize: the Participant shall only receive the prize associated with that combination once.

- For other combinations: the Participant shall receive X times the prize associated with the winning combination.

For example:

- If the prize for the 11th Combination corresponds to 150 Bravo Points
- If the Participant enters this winning combination 10 times on the same day;
- The Participant shall receive 1,500 Bravo Points

7.2.2.2 In the event of multiple winners

Except in the special cases listed in the subsequent paragraph, in the event that multiple Participants have entered the same winning combination on the same day and for the same draw, each Participant shall win the total prize corresponding to that winning combination.

For example: if 3 Participants enter the 7th Combination, each Participant shall receive the total prize associated with that 7th Combination. Likewise, if 4 Participants enter the 8th Combination, each Participant shall receive the total prize associated with that 8th Combination.

7.2.2.2.1 Special cases

Diamond Division 2: all winners shall share the sum of £8,500

Silver Division 2: in the highly unlikely event that there are more than 5 winners, all winners shall share the sum of £2,125

Silver Division 3: in the highly unlikely event that there are more than 10 winners, all winners shall share the sum of £850

Gold Division 2: in the highly unlikely event that there are more than 2 winners, all winners shall share the sum of £8,500

Gold Division 3: in the highly unlikely event that there are more than 10 winners, all winners shall share the sum of £4,250

Gold Division 4: in the highly unlikely event that there are more than 10 winners, all winners shall share the sum of £1,700

Diamond Division 3: in the highly unlikely event that there are more than 2 winners, all winners shall share the sum of £8,500

Diamond Division 4: in the highly unlikely event that there are more than 10 winners, all winners shall share the sum of £8,500

Diamond Division 5: in the highly unlikely event that there are more than 10 winners, all winners shall share the sum of £4,250

If the winners are located in countries using different currencies, a conversion shall be performed according to the current exchange rate on the date of the win.

7.2.2.3 Choice of prize

At certain divisions, players may choose one prize from a list of multiple prizes.

7.2.2.4 Daily offer

If the winnings are advertised as a “daily offer” (indicated by a special icon on the “Prizes” page), those winnings are subject to change on a daily basis after each draw. The prize chosen by the winner shall be determined when they claim their winnings.

7.3 Payment of cash prizes

MarketLuck shall send winnings to Silver Division 1 winners in equal instalments over 36 months (the first instalment shall be paid within 45 working days of the corresponding draw).

Other winnings shall be paid in one instalment.

ARTICLE 8 - PUBLICATION OF RESULTS

The results of Bravospeed draws shall be made public via the Application.

ARTICLE 9 - PROVISION OF PRIZES

9.1 General rules

To receive the prize, the winner must have completed their player profile in the application: surname, first name, home address, date of birth, email address (and telephone number, optional).

To receive payment, the winner will be directed to our payment tool where the following information will be requested from them: information to be completed in the payment tool: photograph of the winner's bank account details and ID (identity card, driving licence, passport), IBAN and photograph of the winner with permission to use it on all of Bravospeed's platforms (on the Application, Facebook, Instagram, etc.).

All this information is mandatory and must be provided within 30 days of the date of winning in order to be able to verify the winner's identity and to make the bank payment.

Payment shall be made once the identity of the winner and compliance with these clauses have been verified. In the event of cheating or attempt of cheating (the use of an ad blocker for example) Marketluck reserves the right to invalidate the win.

Winners shall receive confirmation of their prize in the form of a “push” notification via the Application.

Any Participant who has won a cash prize of €5,000 or more will be contacted directly by telephone and by email by the Bravospeed team who will detail the stages required for the payment to be made correctly and smoothly.

Any Participant who has won a cash prize of less than €5,000 must inform the Bravospeed team by completing their profile on the payment tool and providing the documentary evidence specified above.

In all cases, if the win is not claimed within the time limits specified, the winner will lose the prize permanently without any recourse. In this event, no claim will be accepted.

9.2 Discount Vouchers and Gift Vouchers

MarketLuck shall send winners their prize (discount vouchers with or without conditions depending on divisions) within 24 hours of the corresponding draw at the latest.

Winners shall receive the Voucher corresponding to their prize via the Application.

This Voucher must be used within 30 days of receipt. Vouchers that remain unused within this period shall be permanently expired and shall not come back into play.

By way of exception, certain Vouchers must be used within a shorter period. These periods shall be indicated under the “Prizes” tab in the Application. Any such period takes precedence over those stipulated within these rules.

In addition, only one Discount Voucher may be used per payment.

Accordingly, if a winner has two Discount Vouchers, these must be used for two separate payments.

GiFi discount vouchers may only be used in store. The minimum purchase amount does not include eco-contribution tax.

ARTICLE 10 - PRIZE STORE

The player may acquire Speed Points from draws by entering certain divisions of winning combinations, indicated on the “Prizes” page of the application.

Speed Points acquired by the player as a result of draws can be used in the “Prize Store” and converted into prizes: ticket packs and discount vouchers.

A “discount voucher” is understood to mean a voucher that entitles the owner to a discount, subject to a minimum purchase.

Speed Points can be accumulated from multiple draws. The player may choose when to use them, provided that they have enough Speed Points to receive their chosen prize.

Photographs or graphical representations of Vouchers are for illustrative purposes only and are not contractually binding.

In the event that it is impossible to provide a Voucher identical to the one advertised on the Application when the Game was organised, MarketLuck reserves the right to substitute said Voucher with an equivalent gift, and the winner shall not be entitled to claim any damages whatsoever.

ARTICLE 11 - PERSONAL DATA

11.1 Applicable rules

By using the Service, you acknowledge and agree to the processing of your personal data by MarketLuck, in accordance with the applicable law and the stipulations of the Privacy Policy.

Personal data may be requested from Participants.

Participants have a right to access, amend, rectify and update their personal data, and a right to object to the collection of their personal data.

Participants can exercise these rights, subject to proof of identity, by writing to the following address: MARKETLUCK, 13-15 Avenue de la Métallurgie, 93210, Saint-Denis, France.

11.2 Additional information

The personal data of Participants is intended for MarketLuck and, where applicable and subject to the explicit authorisation of the Participant, for certain commercial partners.

MarketLuck may send commercial communications, or have them sent by a third party, in relation to MarketLuck services identical to those already provided.

Personal data may also be disclosed to an authorised third party in the event of a judicial or administrative request.

In addition, the service provider responsible for Customer Services may have access to personal data for the purposes of its support activities in relation to the operation of the Game, however, it shall not be authorised to use said data for other purposes.

ARTICLE 12 - INVITING FRIENDS

Players have the option to invite their friends. A player qualifies as “invited” once they have played a minimum of 10 grids.

In the event that an invited friend wins a Jackpot, the player who invited them shall win 10% of the total sum, with the exception that, if an invited friend wins the Diamond Jackpot, the winnings of the player who invited them shall be capped at €5,000.

ARTICLE 13 - LIABILITY

Participants acknowledge and agree that, if necessary, access to the Application may be temporarily or permanently suspended, in particular, in the event of maintenance work, a technical fault, a breach of the automated data processing system, or an issue relating to the online network or mobile telephone network.

MarketLuck may not be held liable in the event that a Participant is unable to connect and/or play, or that a combination is not entered due to an error during the validation of that combination, in particular, if said issues are caused by the incorrect configuration of the Participant's device, a technical fault, or a malfunction of the communication networks.

ARTICLE 14 - AUTHORISATION TO USE THE NAMES OF WINNERS

Each winner authorises MarketLuck to use their first name, the initial of their surname and their postcode unconditionally and without restriction. Said authorisation shall not entitle the winner to any remuneration, right or benefit whatsoever, with the exception of their prize.

The image of each winner may be used by MarketLuck free of charge, in photo or video format.

ARTICLE 15 - FRAUD

Any act of fraud or attempted fraud initiated or committed for the purposes of unduly receiving a prize or unlawfully participating in a draw shall be subject to legal proceedings, pursuant to the provisions and in accordance with Article 313-1 et seq. of the French Criminal Code (*Code pénal*).

ARTICLE 16 - LEGAL FILING

The rules have been filed at the bailiff's office of SCP SIMONIN-LE MAREC-GUERRIER, huissiers de justice, 54 rue Taitbout 75009 Paris.