

## CONTEST RULES - OFFICIAL TELEPERFORMANCE SPOTIFY CHANNEL

**Please read carefully these contest rules (the “Rules”) that govern your participation in the contest (the “Contest”). By participating in the Contest, you accept without reservation the Rules. The Rules will be sent to the local Marketing Departments and published on Teleperformance website.**

### **1. Organizer**

This contest is organized by Teleperformance SE, a company organized and existing under the laws of France, having its registered office at 21-25 rue Balzac, 75008 Paris, France, registered at the Paris Commercial and Corporate Registry under the reference B 301 292 702 (the “**Organizer**”). The Organizer is supported in the organization of the Contest by other companies belonging to Teleperformance Group. “**Teleperformance Group**” or “**TP Group**” shall mean any companies that are, directly or indirectly, owned by the Organizer.

For the avoidance of doubt, the Contest is not managed nor sponsored by Instagram, Spotify, Apple or any other platform, app or company other than the Organizer.

### **2. Duration and scope of the Contest.**

The Contest will take place from **July 21st at 00:01am (Miami time) until August 20<sup>th</sup>, 2021** at 11:59 a.m. (Miami time) (the “**Duration of the Contest**”). The Contest is worldwide but exclusively open to current employees of companies belonging to Teleperformance Group, as detailed below.

### **3. Conditions of participation.**

The participation in the Contest is entirely voluntary and free. Only employees of companies belonging to Teleperformance Group can participate, whether they are located on-site or working from home (the “**Participants**”). Thus, the Participants must have a valid employment agreement or employment relationship with a Teleperformance Group company (1) at the time of participation, (2) at the time the Contest closes, and (3) at the time the winner of the prize is selected in accordance with Article 4 below. The local Human Resources department of the Teleperformance Group company that employs the winner is responsible for confirming that the winner is a current employee of Teleperformance Group company at each of those times.

The Contest is not open to individuals who are not employees of companies belonging to Teleperformance Group.

In order to participate in the Contest, a Participant must have an active Instagram account and must comply with Instagram’s conditions of use. Each Participant must release Instagram from any liabilities regarding this Contest and may be required to sign a waiver towards Instagram at any time during the Contest. By participating in the Contest, each Participant acknowledges that the Contest is not managed nor sponsored by Instagram, Spotify, Apple or any other platform, app or company other than the Organizer.

Steps to be followed to participate:

1. The Organizer will generate a post on the Instagram official account of Teleperformance Group (@teleperformance\_group) (the “**TP Group Official Account**”) in which it will invite the Participants to follow Teleperformance Spotify Channel, listen to Olympic Games Warm Up Playlist and share their song suggestion on this Instagram post and use the **#TPOlympicWarmUp**
2. Participants shall (i) follow Teleperformance Spotify Channel, (ii) indicate on the post generated on TP Group Official Account what is a song suggestion on this Instagram post and use the **#TPOlympicWarmUp**. Songs suggestions must comply to Spotify rules and regulations for Playlist creation.
3. All comments posted as indicated above during the Duration of the Contest will be considered as an opportunity to win the prize but, for the avoidance of doubt, a Participant can win with only one comment. In other words, it is possible for Participants to participate several times with several comments or only once with one comment.

Exclusion from the Contest:

The Organizer reserves the right to cancel the participation of a Participant for any of the following conditions: (i) fraud committed by the Participant in the framework of the Contest, (ii) publication of content that is sexually explicit or suggestive, violent or abusive to any person or any ethnic, racial, sexual, religious, professional or age group; (iii) promotion of alcohol, illegal drugs, tobacco, weapons in general or firearms in particular (or the use of any of the foregoing); (iv) promotion of any activity that may be considered unethical, illegal or dangerous; (v) dissemination of obscene or offensive language or encouraging any form of hate or hate propaganda group; (vi) defamation, libel, distortion, false or misleading information or publication of content containing detrimental or derogatory comments about other people, groups or companies; (vii) violation of any applicable laws or regulations, including, but not limited to, those governing copyright, content, defamation, privacy and publicity.

**4. Selection of the winner**

There will be only one winner of the Contest.

The selection of the winner will be made randomly using a third-party application (Simplifiers.com) that allows selecting a winner and 5 substitute winners in case the main winner does not meet the requirements for participation as detailed in Articles 3 and 4 of the Contest.

The selection in the Simplifiers.com application will take place on August 30<sup>th</sup> 2021. The winner selected by Simplifiers.com will be contacted via Direct Message (DM) sent by Teleperformance Group Marketing Department on Instagram. The winner will be required to provide his/her name, email address, CCMS ID and country of location. Teleperformance Group Marketing Department will forward this information to the local Marketing Department of the applicable Teleperformance Group company for confirmation that the winner has an active employment agreement or employment relationship with the Teleperformance Group company. The local Marketing Department or Human Resources Department of the applicable Teleperformance Group Company will request the residence address of the winner to send the prize via courier.

If the winner is not an employee of a Teleperformance Group company as set forth in Article 3, he/she will be disqualified and one of the 5 substitute winners will be selected, based on the results delivered by the Simplifiers.com application; if that substitute winner is disqualified, then

the next substitute winner will be identified, and so on until a qualified winner among the 5 substitute winners is identified. If neither the first winner nor any the 5 substitute winners are active employees of a Teleperformance Group company, the selection of the winner will be carried out again with the Simpliers.com application.

If the winner does not respond to the Direct Message sent on Instagram by the TP Group Official Account within 3 days after the Direct Message was sent, the substitute winner will be selected from the random list issued by the Simpliers.com application. The winner will receive only one Direct Message to which he/she has to respond within 3 days as mentioned above; he/she will not receive reminders in case he/she does not respond to the Direct Message.

For the avoidance of doubt, the selection of the winner does not depend on the number of times the Participant commented **#TPOlympicWarmUp** on the post generated on TP Group Official Account. A Participant may win with only one comment as the winner will be the Participant identified by the Simpliers.com application as number one (provided that the winner complies with the requirements under Articles 3 and 4).

## **5. Announcement of the winner**

TP Group Official Account will generate an Instagram Story to make the official announcement about the winner of the Contest. TP Group Official Account will communicate the name and country of location of the winner on Instagram. This will be done once the winner has been contacted and confirmed that he/she meets all the requirements in accordance with Articles 3 and 4.

## **6. Prize and delivery**

### Prize

The prize to be awarded is an **Airpod Pro** equivalent of **USD\$ 249,00** (the currency may vary depending on the countries where the Participants are located).

The prize is nominative and cannot be attributed to a person other than the winner selected according to Article 4. The prize or the awarding of the prize shall not be grounds for any dispute whatsoever, nor for award of its monetary value in cash, nor for its exchange or replacement. Participants are informed that the sale or exchange of prizes is strictly prohibited. The Organizer shall not be liable for any incidents resulting out of the use of the prize by the winner. The prize will only benefit from the manufacturer's warranty.

The Organizer reserves the right to substitute the prize described above with another prize of substantially equivalent value.

In case Apple is not available on the country where the winner lives, another retailer will be selected, and the winner will receive an equivalent value of USD\$249 gift card in the local currency.

The Organizer reserves the rights not to attribute the prize to the winner if he/she does not comply with the requirements of the Rules.

### Delivery of the prize

The delivery costs will be borne by the Organizer. The prize will be shipped to the winner of the Contest within a maximum period of 2 months after the official announcement of the winner of the Contest by Teleperformance Group.

The Organizer cannot be held responsible for sending the prize to an incorrect address due to the negligence of the winner. If the prize could not be delivered to the winner's address for any reason beyond the Organizer's control, the prize will definitely remain the property of the Organizer.

### **7. Personal Data**

The personal data concerning the Participants, collected within the framework of the Contest on the legal basis of consent, are mandatory and necessary for the treatment of their participation and its management purposes.

By participating in the Contest, the Participants give their consent to and voluntarily authorize:

- \* the Organizer, acting as Data Controller, to collect, access and use their Instagram User Name, for sending the Direct Message (DM) to the winner,

- \* the Organizer, acting as Data Controller and the companies of Teleperformance Group, as processor, to process (including but not limited to collect, access, and transfer) the following personal data of the winner: first name, last name, email address, CCMS ID, residence address for the purpose of participating in the Contest.

The Participants understand, acknowledge, and accept that their personal data may be transferred to countries, territories or organizations that are located outside the European Economic Area and are not recognized as ensuring an adequate level of protection by the European Commission. Furthermore, the Participants expressly and voluntarily agree, consent, give their permission to, and allow the Organizer to disclose their personal data to any companies of Teleperformance Group as well as to the third company Simpliers.com (used to randomly designate the winner). The Participants understand, acknowledge and give their consent to be subject to an automated decision by the way of the third-party application (Simpliers.com) that is used to select a winner and 5 substitute winners.

The Participants understand, acknowledge, and accept that their first name and last name as well as their country of location will publicly be shared by Teleperformance Group on Instagram TP Group Official Account in case they are the winner of the Contest.

Teleperformance Group will retain the Participants' personal data for 2 months after the end of the Contest. Teleperformance Group may retain the Participant' personal data for a longer period if he/she is the winner of the Contest : his/her personal data may be retained until the prize has been delivered to him/her if the prize is delivered more than 2 months after the end of the Contest.

More information about the manner in which Teleperformance processes personal data and the rights of individual data subjects in relation to their personal data are set out in the Teleperformance Global Privacy Policy and in the applicable Employee Privacy Notice as issued by the relevant company in Teleperformance Group.

The Participants understand that they may withdraw from the Contest at any time by deleting

their Instagram posts. Such withdrawal from the Contest will not affect any prior processing activities carried out or have any other detrimental effect on them.

## **8. Limitation of liability**

To the maximum extent permitted by applicable laws and regulations, any prize that becomes unavailable for any reason beyond the Organizer's control may be substituted with a similar prize of equivalent value. Teleperformance Group (including their respective officers, employees and agents) shall not be liable for any damages or losses (including, without limitation, indirect or consequential damages or losses) arising out of the Contest or use of the prize, except for liabilities that cannot be excluded by law.

Teleperformance Group shall not be liable for any incorrect, inaccurate or incomplete information provided during or in connection with this Contest if such failure to provide information is due to any cause beyond Teleperformance Group's control.

Teleperformance Group shall not be liable for any force majeure event or any other causes beyond Teleperformance Group's control.

Teleperformance Group shall not be liable for any problems or technical malfunction of any phone, network, servers, computer equipment, software, technical problems or traffic congestion, or any combination of the foregoing, or for any other technical malfunction related to or resulting from participation in this Contest, or from downloading materials related to this Contest. If, for any reason whatsoever, this Contest cannot be run as planned due to computer viruses, bugs, tampering, unauthorized interventions, technical failures or for any other reason beyond Teleperformance Group's control, Teleperformance Group reserves the right, in its sole discretion, to modify or delay the Contest, subject to written instructions in accordance with applicable laws and regulations.

Should a failure in the winner determination system result in an excessive number of winners, the Organizer will not be liable to all Participants beyond the total number of prizes announced in these Rules, i.e., one prize. In the event of such a failure, the Organizer may decide to declare the entire process of determining the winner null and void and cancel the Contest, and at its sole option, re-run the Contest at a later time. The Organizer reserves the right, however, not to cancel the Contest and to award a validly won prize if the determination of the actual winner is technically feasible and fair to all Participants.

The Organizer may cancel all or part of the Contest if it appears that a fraud has occurred in any form whatsoever, particularly in the computerized system or in the determination of the winner. In this case, the Organizer reserves the right not to award the prize to the person the Organizer identifies as committing or assisting in the fraud. Teleperformance Group shall not incur any liability of any kind towards the Participants as a result of any fraud committed.

Teleperformance Group shall have no liability for the content and use of Instagram by the Participants.

## **9. Intellectual property**

All brands or product names mentioned are trademarks of their respective owners.

Any reproduction, affixing, use or reference of these trademarks or of any element of the Contest, which would be made for any purpose whatsoever, on any medium whatsoever and/or by any process whatsoever, to the signs mentioned above, without the authorization of their owners, is illegal.

#### **10. Dispute and governing law.**

By participating in the Contest, the Participants accept the Rules without reservation. In the event that any provision of these Rules is held to be illegal or unenforceable, such provision shall be limited or stricken to the minimum extent necessary so that these Rules shall otherwise remain in full force and effect and be enforceable.

Any dispute must be sent to the Organizer by registered mail within one (1) month of the end of the Contest.

These Rules are governed by French laws and any dispute shall be subject to the competent jurisdiction in France.