

## **ARTICLE 1 - THE ORGANIZING COMPANY**

**Cybergun** (hereinafter referred to as "**Cybergun**"), a company (*société anonyme*) whose registration number is 337 643 795 with the registered office at 40 boulevard Henri Sellier - 92150 Suresnes, France, hereinafter referred to as the "**Organizing Company**", is organizing a contest (hereinafter referred to as the "**Contest**") from June 21, 2022 to December 31, 2022 (hereinafter referred to as the "**Period**"), on the occasion of a commercial partnership between Cybergun and the CANiK company, in accordance with the terms and conditions described below.

## **ARTICLE 2 - SUMMARY DESCRIPTION OF THE CONTEST**

### **2.1**

The Contest organized by Cybergun is a contest with a purchase obligation.

### **2.2**

A total of 15,000 scratchcards are distributed under the conditions set out in Articles 5 and 6 of the regulation (hereinafter "**Regulation**").

### **2.3**

In the context of this Contest, participants are invited to purchase a bag of CANiK BBs in order to obtain a scratchcard.

Participants simply scratch off the ticket to discover the prize won, if any.

In order to validate his/her registration for the game and obtain the prize, the participant must fill in all the mandatory fields of the form accessible via the QR code available on the back of the winning ticket.

### **2.4**

During the Period, the online form is accessible 24 hours a day, subject to possible maintenance operations on the Organizing Company's servers.

## **ARTICLE 3 - PARTICIPANTS**

### **3.1**

Participation in this Contest is open to any natural person of legal age, criminally responsible and lawfully resident in the European zone (including Turkey and excluding Russia), excluding members of the Organizing Company's staff and, in general, the companies participating in the implementation of this Contest.

### **3.2**

Participation in this Contest implies full and complete acceptance by the participants of this Regulation in all their provisions, terms and conditions of participation as well as the principle of the Contest.

### **3.3**

Any person who contravenes one or more of the articles of the Regulation will be deprived of the possibility of participating in the Contest, as well as of any prize that he or she may have won.

## **ARTICLE 4 - TERMS AND CONDITIONS OF PARTICIPATION**

### **4.1**

Participation in the Contest is open from June 21, 2022 at 00:00 to December 31, 2022 at 23:59 (UTC+1). The date and time of the candidates' connections are recorded by the Organizing Company's computer systems.

### **4.2**

Any participation outside this Period will not be taken into account. Nevertheless, the Organizing Company reserves the right to terminate the Contest early in the event of the occurrence of a case of force majeure or any event beyond its control making the continuation of the Contest impossible. The liability of the Organizing Company may not be incurred as a result. No compensation may be required by the participants.

## **ARTICLE 5 - PARTICIPATION IN THE CONTEST**

### **5.1**

In order to obtain the prize won, the participant will have to fill in a form accessible thanks to the QR Code on the back of the scratchcard present in the CANiK BBs bags. The name of the store in which the winner has purchased his or her BBs must be entered in the form.

Personal information such as title, surname, first name, e-mail address, postal address and telephone number will also be requested from the participant in order to complete his/her registration and to be able to contact him/her afterwards.

### **5.2**

Each winning ticket is unique and numbered, so only one person can benefit from the prize won.

### **5.3**

Only correctly completed entry forms will be considered. It is strictly forbidden to play with multiple email addresses or to play from another person's email.

### **5.4**

Any incomplete, inaccurate or fanciful participation will not be taken into account and will result in its nullity. The Organizing Company reserves the right to carry out any useful checks for the proper application of the Regulation and in particular to verify the identity of the participant.

No claim may be accepted if the participant has given an invalid and/or incorrect e-mail address.

### **5.5**

A participant's proven intention to cheat or attempted cheating will be sanctioned by a formal and definitive ban on participation in the Contest for its entire duration and will also result in the nullity of all participations submitted with the same account. To this end, the Organizing Company reserves the right, in particular, to compare the technical data on its servers (in particular, the IPs) associated with the Contest entries. The Organizing Company reserves the right, in all cases and even in cases of doubt, to prosecute the perpetrators of such fraud before the competent courts.

## **ARTICLE 6 - THE PRIZES**

There are 1500 winning tickets at stake, for a total value of more than 10 000 euros:

- 1st prize: One (1) trip for 2 people to Turkey worth approximately 4000 euros
- 2nd prize: Ten (10) Airsoft CANiK TP9 Elite Combat worth approximately 80 euros each
- 3rd prize: Fifty (50) holster Adapt-X worth approximately 7 euros each
- 4th prize: One hundred and thirty (130) CANiK goodies worth approximately 2 euros each
- 5<sup>th</sup> prize: Two hundred and fifty-nine (259) Cybergun goodies worth approximately 2,50 euros each
- 6th prize: One thousand (1000) bags of CANiK BB's worth approximately 3 euros each
- 7th prize: fifty (50) gun covers worth approximately 3 euros each

The Organizing Company reserves the right to replace the prizes, in whole or in part, by other prizes of equivalent value, particularly in the event of difficulties in obtaining what was announced.

The prize is nominative and shall not be exchangeable, refundable in cash, cumulative, retroactive or extendable. Thus, the winners will not be able to claim the cash equivalent of the prize won or request its exchange for other goods or services.

## **ARTICLE 7 - PUBLICITY AND PROMOTION OF THE WINNERS**

Subject to their express consent, the winners authorize the Organizing Company, by any means whatsoever, to reproduce and exploit their image, their first and last names, their city of residence as well as the store in which they purchased the CANiK BBs bags.

The advertising and promotion of the winners may be done on all present or future media within the framework of any advertising or promotional message or event, without this authorization giving rise to any right to compensation other than the prize offered.

## **ARTICLE 8 - MODIFICATION OF THE REGULATION**

### 8.1

The Organizing Company reserves the right to cancel, postpone, extend, shorten or modify the Regulation in whole or in part if circumstances beyond its control require it to do so, without having to justify this decision and without its liability being engaged in any way as a result.

### 8.2

Any modification, in the form of an amendment, will be communicated on the Cybergun website and filed again with the bailiff mentioned in Article 10.1 of the Regulation.

## **ARTICLE 9 - LIABILITY**

The Organizing Company declines all responsibility for any incidents and/or accidents that may occur during the enjoyment of the awarded prize and/or due to its use.

## **ARTICLE 10 - FILING OF THE REGULATION**

### 10.1

The Regulation are filed with Abcjustice Grand Paris Ouest located at 8 place du Marché, Le Vésinet 78110, France, bailiff (*huissier de justice*).

### 10.2

It will come into force as soon as it is posted on [HTTPS://CYBERGUN.COM/JEU-CONCOURS-CANIK/](https://cybergun.com/jeu-concours-canik/) and all participants will be deemed to have accepted them simply by participating in the Contest.

Any participant refusing to accept the modifications made, will have to stop participating in the Contest.

## **ARTICLE 11 - INTELLECTUAL PROPERTY**

### 11.1

In accordance with the laws governing intellectual property rights, the reproduction and representation of all or part of the elements making up the Contest and in particular its prizes are strictly prohibited. The trademarks mentioned in the Contest have been registered by their respective owners.

### 11.2

All trademarks, logos and other distinctive signs reproduced on the various communication media dedicated to the Contest are or are likely to be the exclusive property of their owners and are protected. Any unauthorized reproduction of these trademarks, logos and protected signs constitutes an infringement liable to criminal and civil penalties, including the payment of damages to the Organizing Company. Any use of the elements of the Contest, regardless of the method, is subject to compliance with the rules of intellectual property.

## **ARTICLE 12 - PERSONAL DATA**

### 12.1

The participants' personal data are processed by Cybergun, as the data controller, in accordance with the French Data Protection Act n° 78-17 of 6 January 1978 and the European Regulation n° 2016/679 on the General Data Protection Regulation ("GDPR").

#### 12.2

By completing the Contest form, the participant authorizes the Organizing Company to collect his/her personal data. The personal data of losing participants will be deleted after the end of the Contest and will not be transmitted to third parties.

#### 12.3

The Organizing Company collects and processes participants' personal data (nationality, first name, surname, postal address, telephone number, e-mail address) on the basis of Article 6 (1) (b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) for the purpose of taking into account participation in the Contest, contacting the winners at the end of the Contest and proceeding with the delivery of the prizes.

#### 12.4

Participants have the right to access, delete, rectify or oppose their personal data at any time. Participants may also request that their personal data be provided in a structured and standard format. Participants may exercise their rights by providing proof of identity and sending their request to the Organizing Company by e-mail to [jeuconcours-canik@cybergun.com](mailto:jeuconcours-canik@cybergun.com) or by post to the address of Cybergun's registered office, located at 40 boulevard Henri-Sellier, 92150 Suresnes.

#### 12.5

In accordance with the GDPR, the Organizing Company undertakes to keep the participants' personal data only for the time necessary to achieve the purposes. In order to calculate these data conservation periods, the Organizing Company relies in particular on the following criteria:

- The time required to process participation in the Contest;
- The participant's interest in the Organizing Company's advertising messages;
- The legal or regulatory obligations of the Organizing Company.

#### 12.6

The Organizing Company may keep certain personal data on file in order to be able to respond to any legal action, and this for the duration of the statute of limitations provided for by the applicable legislation.

### **ARTICLE 13 - APPLICABLE LAW AND JURISDICTION**

#### 13.1

The Regulations are subject to French law.

#### 13.2

In the event of a dispute or claim, for any reason whatsoever, requests must be sent to the Organizing Company no later than 2 months after the end of the Contest (as evidenced by the postmark).

#### 13.3

Any dispute arising in connection with the Contest, and failing amicable resolution, shall fall within the exclusive jurisdiction of the competent courts of the Organizing Company.