

<p style="text-align: center;"><b>FULL COMPETITION RULES</b></p> <p style="text-align: center;"><b>KOREA AGRO-FISHERIES &amp; FOOD TRADE CORPORATION (AT Center Paris) :</b> <b>OPERATION- « K-Food Photo Contest 2021 : Share K-Food's beauty across EU! »</b></p>
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**PARTICIPATION IN THE COMPETITION IMPLIES FULL AND UNCONDITIONAL ACCEPTANCE OF THESE RULES IN ITS ENTIRETY, WITHOUT CONDITION OR RESERVATION. IN THE EVENT THAT, AFTER HAVING READ THEM, THE PARTICIPANT DOES NOT ACCEPT THE ORIGINAL OR MODIFIED PROVISIONS OF THESE RULES, THE ORGANISING COMPANY INVITES THE PARTICIPANT TO PROMPTLY WITHDRAW HIS APPLICATION FOR THE COMPETITION.**

**ARTICLE 1: ORGANISING COMPANY**

The company KOREA AGRO-FISHERIES AND FOOD TRADE CENTER alias aTCENTER Paris, SIRET n° 79284644600021, whose European office is at 89 rue du Gouverneur Général Eboué - 92130 Issy-les-Moulineaux and whose Korean head office is at MUNHWA-RO NAJU-SI JEOLLANAM-DO 99239 REPUBLIC OF KOREA

Hereinafter referred to as the "Organising Company".

Organises a competition from 20/07/2021 to 02/08/2021 11:59 pm inclusive (French date and time of connection being taken as proof) in Europe (overseas territories excluded), under the conditions defined in the present rules hereinafter referred to as the "Rules", a free game with no obligation to buy entitled "K-Food Photo Contest 2021: Share K-Food's beauty across EU", hereinafter referred to as the "Game".

**ARTICLE 2. PERIOD OF VALIDITY OF THE COMPETITION**

The GAME is organised from 20/07/2021 to 02/08/2021 23:59 inclusive, French connection date and time being taken as proof.

**ARTICLE 3: ACCESS TO THE GAME AND COMMUNICATION OF THE GAME**

3.1 Participation in the GAME is free of charge and without obligation to purchase. It is therefore not conditional on any purchase or outlay by the participant.

3.2 The ORGANISING COMPANY reserves the right to extend, shorten, modify or cancel this Game without prior notice or compensation for any moral or financial damage to Participants.

3.3 The GAME is run on the K-Foodfan.com website: <https://k-foodfan.com> launched by the ORGANISING COMPANY. Hereinafter the "Page".

3.4 The GAME is advertised and accessible via the following media:

- On the K-Foodfan.com website
- 3 stories, 1 Instagram post and 2 Facebook posts on the organising company's accounts
- The rules will be available on the K-Foodfan.com website

## **ARTICLE 4: PARTICIPANTS**

4.1 The GAME is open to any natural person over the age of thirteen (13), on the date of participation in the GAME, residing in Europe (excluding overseas departments and territories) and having an e-mail address.

Hereinafter the "Participant".

Any PARTICIPANT under the age of 18 must obtain prior authorization from a legal representative (parent or guardian) to participate in the GAME and accept the Rules. The ORGANISING COMPANY may ask any minor to provide such authorization and, if necessary, disqualify a Participant who cannot provide such authorisation.

4.2 To participate in the GAME, the participant must:

- have access (fixe or mobile) to the Internet ;
- have a valid personal e-mail address to which he/she can, if necessary, be contacted for the purposes of managing the GAME;

4.3 The following are expressly excluded from the GAME:

- members of the staff of the organising Company and companies belonging to the group of the organising Company as well as members of their respective families in the direct line;
- any person who has participated directly or indirectly in the design, organisation, implementation and/or management of the GAME, as well as members of their respective direct families.

## **ARTICLE 5: GAME ENTRY PROCEDURE**

### **5.1 How to enter the GAME**

To participate in the Game, the Participant must visit the PAGE on the range of dates specified in Article 2.

To participate, the PARTICIPANT must:

Complete the following form fields:

- First name
- Last Name
- Email address
- Address
- Town or city
- Country
- Rules : I accept the rules of the game (check box)

## 5.2 Relative conditions for participation in the GAME

5.2.1 Participation in the GAME is subject to strict compliance with the steps described in Article 5.1.

5.2.2 Participation in the GAME is personal and nominative; the Participant is prohibited from participating in the GAME using the e-mail addresses of third parties.

5.2.3 Any participation that is incorrect, incomplete, illegible, counterfeit or made in a way that contravenes these Rules will be cancelled by the ORGANISING COMPANY.

5.2.4 The PARTICIPANT authorises all useful verifications concerning his/her identity and residency in order to allow the ORGANISING COMPANY to ensure the PARTICIPANT's compliance with the Rules. Any request for justification of the identity or residency of a PARTICIPANT will be notified to him/her by the ORGANISING COMPANY via an email.

5.2.5 The PARTICIPANT shall refrain from implementing or seeking to implement any unfair participation process or any fraudulent behaviour that does not comply with these Rules and with the laws, regulations and other texts applicable to competitions in force in France. The ORGANISING COMPANY reserves the right to exclude any PARTICIPANT who deliberately commits fraud.

5.2.6 Entries are registered continuously throughout the period of validity of the GAME.

5.2.7 Any form of participation other than that expressly provided for in these Rules is excluded. Any participation in a form other than that provided for in these rules will not be taken into consideration and will be considered invalid.

5.2.8 Participation in the GAME implies that the PARTICIPANT automatically accepts, without reservation, and complies with the provisions of these Rules and the laws, regulations and other texts applicable to competitions in force in France.

5.2.9 The ORGANISING COMPANY reserves the right to exclude from the GAME, on a definitive basis, any

PARTICIPANT:

- having given a false identity or address ;
- having attempted to cheat (in particular by creating false identities allowing multiple registrations), and more generally ;
- having uploaded a picture that is under copyrights or was not taken by the participant
- contravening one or more provisions of the Rules.

In the event of the exclusion of a PARTICIPANT, he/she will lose all rights under the Rules, in particular those related to obtaining the prize(s) at stake.

Furthermore, the ORGANISING COMPANY reserves the right, if necessary, to take legal action against any Participant who contravenes one or more provisions of the Rules.

## **ARTICLE 6: EVIDENTIARY AGREEMENT**

It is agreed that the data contained in the ORGANISING COMPANY's information systems shall have evidential value with regard to the connection elements and information resulting from computer processing relating to the GAME organised by the ORGANISING COMPANY.

## **ARTICLE 7: DESIGNATION OF WINNERS**

A maximum of 30 Participants may win a prize from among all the Participants who have duly complied with the participation procedures described in Articles 3 and 4 (hereinafter the "Winner").

The WINNERS will be chosen by a jury made up of 3 internal members and 2 external members of the organising company who will vote for the most beautiful photos, the 2 best picture winners will receive a special prize from among those who have provided their contact details and who have complied with the terms and conditions described in these rules.

## **ARTICLE 8 : PRIZE(S)**

**The prizes at stake are for 30 Winners who have complied with the conditions described in these rules:**

- **Special prize for the first 2 places: 1 Korean electric rice cooker Cuckoo, with a total value of €259.99 including VAT**
- **a basket of Korean products worth €25 inc.**

**Hereinafter the "Prizes".**

## **ARTICLE 9: DELIVERY OF PRIZES 9.1**

### **Information about the PRIZES**

The PRIZES offered are nominative and non-transferable. It is strictly forbidden to sell or exchange of the UNIT.

The PRIZES may not be awarded in any other form written in these Rules.

The PRIZES will not be taken back, exchanged or replaced by another good or service for any reason whatsoever.

The WINNER may not, at his or her request, receive a cash refund or of any kind, nor may it be replaced by a PRIZE of an equivalent nature.

The ORGANIZING COMPANY reserves the right to replace the PRIZES defined in Article 8. above with other PRIZES of equivalent value, if circumstances require so. Winners will not be entitled to claim any compensation or consideration of any kind whatsoever, as a result.

If the WINNER is unable or unwilling to take advantage of the PRIZES for any reason whatsoever and, in general, in the event that the WINNER renounces his/her PRIZES, the winner loses the full benefit of his/her prize and will not be entitled to any compensation or consideration of any kind whatsoever.

The ORGANIZING COMPANY will not be held responsible in case of any problem regarding the delivery. Any complaint about the functioning of the delivery should be addressed to [atcenterparis@gmail.com](mailto:atcenterparis@gmail.com)

The ORGANIZING COMPANY shall not be held responsible for the use or even the trading of the PRIZES by any person or entity.

## **9.2 How the WINNERS receive their PRIZES**

The ORGANIZING COMPANY will send the WINNERS an e-mail informing them of the jury's choice and their prize.

## **ARTICLE 10: WINNERS' INFORMATION**

If the participant's contact details are false, erroneous or invalid or if the winner cannot or does not want to receive the prize for any reason whatsoever and, if the winner is unable or unwilling to take advantage of the prize won for any reason whatsoever, and in the event that the WINNER forfeits the full benefit of his/her prize and will not be entitled to any compensation or consideration whatsoever.

The ORGANIZING COMPANY will not be held responsible if the information provided by the WINNER is incomplete, inoperable or erroneous and the WINNER will lose the benefit of his/her PRIZE.

## **ARTICLE 11: CONDITIONS OF VALIDITY OF PARTICIPATION**

11.1 The PARTICIPANT undertakes to provide accurate and complete information in the context of his/her participation in the GAME. The PARTICIPANT acknowledges and agrees that the information he/she enters in the entry form is proof of his/her identity. The information provided by the player in the context of his/her participation in the GAME is the responsibility of the player from the moment of validation of his/her entry form.

11.2 PARTICIPANTS authorise all legal verifications concerning their identity and contact details. In the event of false, erroneous, illegible, incomplete, imprecise or fanciful identity and/or address (postal and/or electronic) information, the ORGANISING COMPANY reserves the right, without prior notice or information, to cancel the participation of the player concerned and to remove or render impossible access to the GAME, without prejudice to any recourse or action that it may take against the latter.

11.3 The PARTICIPANT shall refrain from using the surname, pseudonym and/or e-mail address of a third party and/or which could infringe the rights of third parties (in particular by using the surname of a third party, a pseudonym of a famous or well-known personality, another person's brand, works protected by copyright, etc.). The ORGANISING COMPANY shall not be held liable in any way for the use by a PARTICIPANT of a term or sign that usurps the identity of another person and/or infringes a property right of any kind.

11.4 Any entry to the GAME that is incomplete, illegible, crossed out, falsified, counterfeit, contains false information, does not comply with the conditions set out in these Rules, is not validated, or is validated after the entry deadline will be considered invalid.

11.5 Only entries that comply with the provisions of these Rules will be considered for the GAME.

## **ARTICLE 12: COMPLIANCE WITH THE GAME RULES**

12.1 Participation in the GAME implies full and unconditional acceptance of these rules in their entirety.

12.2 The participant shall refrain from implementing or seeking to implement any process, of any nature whatsoever, likely to alter the proper functioning and/or the proper conduct of the GAME as well as any process that would contravene the provisions of these Rules.

12.3 The ORGANISING COMPANY may carry out, at its own discretion, any control operation to ensure compliance with the provisions of these Rules by any participant in the GAME.

12.4 The ORGANISING COMPANY reserves the right to cancel the participation in the GAME of any PARTICIPANT who is the author of fraud, attempted fraud, abuse and/or acts of any kind that contravene the provisions of these Rules. In the event of the cancellation of a player's participation, that player shall forfeit all rights to the GAME DOTATION.

12.5 In any event, the ORGANISING COMPANY reserves the right to prosecute, by any means, anyone who contravenes the provisions of these rules and/or alters the proper functioning and/or operation of the GAME. In the event of attempted fraud or fraud, the ORGANISING COMPANY reserves the right, at any time, without prior notice or information to the PARTICIPANTS, to cancel the GAME, to shorten it, to postpone it or to modify its conditions, without being held liable in accordance with the provisions of the article 13.3.

## **ARTICLE 13: LIABILITY**

### **13.1 On the Internet**

Participation in the GAME implies knowledge and acceptance by any PARTICIPANT of the characteristics and limits of the Internet network and, in particular, of the functional characteristics and technical performance of the Internet network; problems related to connection and/or access to the Internet network and/or websites; problems related to the availability and congestion of the networks; problems related to the failure or saturation of the networks; problems related to transit time, access to information placed online, response times for accessing, consulting, querying or otherwise transferring data; risks of interruption; the lack of protection of certain data against possible misappropriation or piracy; risks of contamination by possible viruses circulating on the said networks, etc. The ORGANISING COMPANY shall not be held liable for any of these risks.

The ORGANISING COMPANY cannot be held responsible :

- in the event of defects, errors, interruptions, delays in the operation or transmission of data, communication failures, loss, deterioration, destruction, deletion, theft, unauthorised access or modifications of data;
- in the event of technical problems that do not allow messages to be forwarded correctly, non-delivery of e-mails,
- in the event that messages and/or data are sent to a false, erroneous or incomplete address; if the data relating to participation in the GAME is not received for any reason whatsoever, or if the data it receives is illegible or impossible to process;

- in the event that one or more PARTICIPANTS are unable to access the operation site, created by the ORGANISING COMPANY, for any reason whatsoever;
- if a PARTICIPANT is unable to take part in the GAME and/or to participate in it;
- if, for any reason whatsoever, the PARTICIPANT's connection should be interrupted or if his or her participation in the GAME has not been taken into account;
- maintenance or malfunction of the GAME server, telephone network or any other technical connection.

Furthermore, the ORGANISING COMPANY declines all responsibility in the event of misuse of the terminal (computer, smartphone, tablet, etc.) and/or any incident related to the use of the terminal, access to the Internet network, telephone line or any other technical incident during or after participation in the GAME. The ORGANISING COMPANY shall in no way be held responsible for any damage of any kind caused to PARTICIPANTS, their terminals, their computer and telephone equipment and the data stored therein, nor for the consequences that may arise on their personal, professional or commercial activity that may result in any way from a connection to the GAME site.

It is the responsibility of each PARTICIPANT to take all appropriate measures to protect their own data and/or software stored on their computer and telephone equipment against any attack of exogenous origin. The connection of any person to the operation site, created by the ORGANISING COMPANY and participation in the GAME is done under his/her sole, unique and entire responsibility.

### **13.2 Special provisions**

The ORGANISING COMPANY reserves the right, at any time, without prior notice or information to the PARTICIPANTS, to cancel the GAME, to shorten it, to extend it, to postpone it or to modify its conditions, in particular in the event of an event of force majeure or a fortuitous event, malfunction attributable, among other things, to a computer virus, technical failure, bug, intervention or unauthorised external intrusion into the computer system, fraud or attempted fraud, including the use of a robot to multiply the number of entries in the GAME or in the event of an event beyond the control of the ORGANISING COMPANY which may affect or compromise the proper administration, security, fairness, the procedure for entering the GAME and/or the procedure for determining the WINNERS, without the ORGANISING COMPANY being held liable in any way.

Furthermore, the ORGANISING COMPANY may, without liability, cancel the GAME in the event of obvious fraud in any form whatsoever, including computer fraud, in the process of participating in the GAME or determining the WINNERS.

In the event that the ORGANIZING COMPANY implements these provisions, the author of the fraud or attempted fraud will be immediately disqualified and his/her participation in the GAME cancelled. He/she will be deprived of all his/her rights to obtain the prize of the GAME.

In any event, the ORGANISING COMPANY reserves the right to prosecute, by any means, all perpetrators of such fraud.

In general, no compensation or consideration of any kind will be due to the PARTICIPANT(S) in the event of cancellation of the GAME and/or modifications of the conditions of participation in the GAME and/or the designation of the WINNERS of the GAME.

## **ARTICLE 14: AGREEMENT OF PROOF**

The computerised registers kept in the systems of the ORGANISING COMPANY (or of its duly authorised IT service provider(s)) in accordance with the rules of art in matters of data processing in accordance in terms of security, will be considered as proof of the communications of electronic mail, of the sending and validation of participation forms. The archiving of these elements shall be carried out on a medium of such a nature as to ensure the faithful and durable nature required by the legal provisions in force. It is agreed that in the event of a discrepancy between the computerised records of the ORGANISING COMPANY or its IT service provider(s) and the documents in paper or electronic format available to the participant, only the computerised records of the ORGANISING COMPANY shall be the sole authoritative source of information.

## **ARTICLE 15: PROTECTION OF PERSONAL DATA**

15.1 The personal information of the PARTICIPANTS collected within the framework of these Rules shall be processed under the responsibility of the ORGANISING COMPANY, acting for the purposes of managing the GAME, and where applicable, for the purposes of prize delivery, and for the management of pre-litigation and litigation.

15.2 The PARTICIPANT is informed that the personal data he/she provides in the context of the GAME is compulsory in order for his/her participation in the GAME to be taken into account and for the WINNERS to be awarded their PRIZES.

15.3 The personal data collected by the ORGANISING COMPANY for the purposes of the GAME will not be used for any other purpose, except with the express consent of the PARTICIPANT ("opt in" procedure).

15.4 The PARTICIPANT's personal data shall be kept for the strict duration of the game, increased to six (6) months from the last contact. At the end of these periods, the data will be archived in a secure manner for the necessary conservation and/or prescription periods prescription resulting from the applicable legislative or regulatory provisions.

15.5 In accordance with the terms of Law N°78-017 of 6 January 1978 relating to Information Technology, Files and Freedom, as amended, the data will be stored in a secure manner for the duration of the period of retention and/or prescription resulting from the applicable legal or regulatory provisions. Files and Freedom, as amended, PARTICIPANTS have a right of access, rectification and, where applicable, a right to portability and deletion of their data, as well as the right to oppose or limit the processing of their data, and processing or its limitation, and finally, the right to define directives concerning the fate of their personal data after their death. For all other complaints, it is also possible to to the competent national supervisory authority for data protection.

15.6 With the exception of the right to lodge a complaint with the competent supervisory authority, the aforementioned rights may be exercised at any time by enclosing proof of identity, with the ORGANISING COMPANY by sending a message to the following address [atcenterparis@gmail.com](mailto:atcenterparis@gmail.com)

## **ARTICLE 16: LITERARY AND ARTISTIC PROPERTY RIGHTS RELATING TO THE GAME**

16.1 In accordance with the laws governing literary, artistic and industrial property rights on French territory, the reproduction, representation and exploitation of all or part of the elements making up the GAME are strictly prohibited. The brands mentioned are protected brands.

16.2 The PARTICIPANT authorises the ORGANISING COMPANY to publish the picture provided during the GAME on the company website and social media with mention of the photographer.



## **ARTICLE 17: ACCESS TO THE GAME RULES**

The full rules of the GAME are available free of charge, in a printable format, as a link on the website of the operation during the entire period of validity of the GAME.

## **ARTICLE 18: AMENDMENTS TO THESE RULES**

The ORGANISING COMPANY reserves the right to modify, at any time, all or part of the provisions of these complete Rules without prior notice or information to the PARTICIPANTS, in particular in the event of technical, legal or jurisprudential developments or when new services are introduced.

Any modifications made by the ORGANISING COMPANY to the provisions of these Rules shall come into force on the date of their publication on the website of the operation. They shall be considered as amendments to these Rules. Modifications to these Rules shall be deemed accepted by the PARTICIPANTS as of the date of entry into force of said modifications, in the same terms as the initial version of these Rules or the previously modified one, if applicable.

In the event of a dispute or claim by a PARTICIPANT, the organising Company or a third party relating to the GAME, only the version of the rules transmitted in PM to the winners will be binding between the parties, regardless of the date of the disputed facts. The PARTICIPANT is responsible for regularly verifying the provisions of these complete rules.

## **ARTICLE 19: APPLICATION AND COMPLAINT**

Any request, dispute or claim relating to the GAME and/or these rules must be made in writing, within fifteen (15) calendar days of the announcement of the results of the GAME, to the GAME address: Korea Agro-Fisheries and Food Trade Corporation - Photo Contest 2021 - 89 rue du Gouverneur Général Eboué - 92130 Issy-les-Moulineaux FRANCE

The ORGANISING COMPANY shall be the sole arbiter of any question relating to the application of these rules or any question that may arise that is not resolved by these rules.

## **ARTICLE 20: APPLICABLE LAW AND JURISDICTION**

The fact of participating in this game implies pure and simple acceptance of the Rules. The Rules and their interpretation are subject to French law.

Any dispute or disagreement relating to the execution or interpretation of these Rules which cannot be settled amicably between the parties shall be submitted to the competent courts within the jurisdiction of the Paris Court of Appeal.

Done in Paris, on 5/07/2021