

TERMS & CONDITIONS

EVIAN ACTIVATE MOVEMENT CALL FOR ENTRIES

These Terms and Conditions will govern submissions to the evian Activate Movement online call to entries for youth driven sustainable design solutions. (the “Contest”)

In making a submission to the Activate Movement online call to entries, you agree that you will be legally bound by these Terms and Conditions.

The promoter of the Activate Movement online call to entries for sustainable design solutions is Société Anonyme des Eaux Minérales d'Evian SAS (SAEME), registered capital of 10.615.281 Euros (797 080 850 RCS THONON) whose registered office is located at 11, avenue Général Dupas – 74500 Evian-les-Bains (hereinafter referred to as “SAEME”).

Due to COVID-19 outbreak around the world, the submission period will remain open until confinement measures in France are removed. The selection process dates will be adapted accordingly.

For more information on the confinement measures in France please go to:
<https://www.gouvernement.fr/en/coronavirus-covid-19>

1. ELIGIBILITY RULES

The Contest is open to individuals from all over the world aged 18 to 35 years old at the date of entry.

Immediate family members (regardless of where they reside) and/or persons living in the same household, whether or not related, of employees of SAEME & Danone Group SA, its parent, subsidiaries, affiliates (collectively the Danone Group) , and advertising and promotion agencies, any companies owned by the same and any third-party companies associated with the Activate movement call to entries are not eligible to participate.

Only individuals are eligible to participate. Any form of already established businesses such as start-ups or companies operating in any other form, are not eligible to participate.

By participating, each applicant (hereinafter, an “Applicant”) agrees to abide by these terms and conditions (“Terms”), SAEME and Danone Group’s Privacy Policy (which can be found at www.evian.com/actmov and the decision of the Selection Team (as defined below), which shall be final and binding in all respects relating to the Contest.

2. PURPOSE

The Contest offers Applicants the opportunity to receive one grant of funding promoting youth driven sustainable design solutions.

The purpose of the Contest is to stimulate young adults to drive innovation within 3 clusters of sustainable design solutions: 1) minimization of waste result 2) minimization of energy consumption 3) recycling & upcycling. In this way evian demonstrates its commitment to foster sustainable innovation and engagement as part of its commitment for a more sustainable future.

3. PARTICIPATION PROCEDURE

The competition can be accessed either by scanning the limited-edition glass bottle carrying the activate movement QR code or the limited edition activate movement SOMA bottle boxes carrying the QR code. The Contest can also be accessed through the website www.evian.com/actmov where the Contest is hosted.

Between February 10th, 2020 and March 31, 2020 (“Application Period”), Applicants shall:

- Complete the application form at www.evian.com/actmov by indicating their first name, last name, address, city, zip code, country, date of birth, email address and phone number (mobile & country code);
- Describe and present on www.evian.com/actmov a youth driven sustainable design solution project which fulfills the following conditions:

1. The submitted project (the “Project”) must clearly fall within one of the following areas :

Area 1) Minimization of Waste result: design solutions resulting in more effective product degrading : solutions that result in less waste generated during design conception, production or after the lifespan of a product.

Area 2) Minimization of energy consumption: design processes or products using less energy in final form or during production vs. the norm in the respective field

Area 3) Recycling & Upcycling - converting waste & by-products into reusable material in the design process.

2. The Project shall be an existing idea with established feasibility assessment & tests/prototypes;

3. The Project must be under the ownership of the Applicant & must be an original work that does not infringe any third-party rights whether or not protected by any Intellectual Property Rights.

4. The Project must not have been financed at any moment by any other food or beverage company in the past nor intended to be financed by any food or beverage company in 2020.

5. The Winning Applicant cannot use Virgil Abloh or any of its company names notably Alaska Alaska LLC to communicate on his project nor can he suggest any collaboration or endorsement.

6. The maximum project submissions are capped at 200 eligible projects. Once SAEME and Danone Group receives 200 eligible projects, the Contest will be closed even if it means before the official end date of the Contest set at 31st March 2020.

Applicant must declare any conflict of interest (whether actual or potential), such as existing investment by companies which compete with any of the Danone Group of companies or presence on the management board of individuals who may have such a conflict.

The application must not be contrary to public order & good moral standards. SAEME and Danone Group reserves the right to exclude any Applicant who would not comply with these Terms.

French Applicants have the right to register on the Bloctel list opposing telephone solicitation in order not to be the subject of commercial prospecting by telephone.

Once an application has been submitted, it cannot be modified in any way. SAEME and Danone Group will not be responsible for any incomplete applications or applications not received, not recognized, not accepted for any reason or delayed.

No fees shall be payable to any entrant in relation to their Application, save as described below in relation to Winning Applicant. All related costs/time off will be at the sole and absolute responsibility of the Applicant.

Applicant represents and warrants that: (i) he/she has the right to submit the application, (ii) all information provided as part of the application is true, complete and not misleading, and that (iii) he / she owns, on an exclusive basis, any and all rights, including Intellectual Property Rights, related to the Project submitted to the Selection Team, save for any potential free of rights part of such Project (iv) he/she has read, understands and agrees to these Terms.

4. SELECTION PROCEDURE

On or about 20th April 2020, an independent jury (called the “Selection Team”) consisting of Virgil Abloh, Tawanda Chiweshe of Alaska Alaska, Shweta Harit VP Marketing at evian and two experts from the evian Innovation team will review all Contest applications (see below) to select the winner (Winning Applicant).

The Selection Team will narrow the entries down to five shortlisted Applicants, based on the following criteria (the “Criteria”):

- clear & obvious positive, sustainable impact for society
- unique & original sustainable design solution on the market
- scalability of the project – solution feasible for industrial production (not only prototype)
- Respect the values of the evian® brand and avoid any non-conforming connotations, including without limitation sexual, political or religious nor detrimental to the reputation of the evian brand and more generally be compliant with evian®’s one planet one health values as part of Danone Group

The five shortlisted Applicants may be asked to provide additional information either virtually or in person in order to allow the Selection of the Winning Applicant.

The Selection Team will select the Winning Applicant from the five shortlisted Applicants, based on the Criteria.

Decisions of the Selection Team are final and may be made in its absolute and sole discretion.

In case of a tie, Shweta Harit, VP Marketing at evian, will have the deciding vote.

SAEME and Danone Group reserves the right not to award any Grants, if in its sole discretion, it does not receive any suitable applications regarding the above criteria. No details of the deliberations on individual applications will be revealed to Applicants or the public.

5. PRIZE

The Winning Applicant will receive a €50,000 grant (the “Prize”). In return it shall implement the Project described and will grant SAEME and Danone Group exclusive worldwide rights to promote & communicate the Project, from the moment the Winning Applicant and Project is announced, and for a period of 1 year to communicate in all channels (trade, all types of events, TV, outdoor, radio, press, PR, digital, social-paid media included) according to the condition set forth in Article 9 of the Terms.

The Prize will be paid only after signing a grant contract and the payment will be done only through a bank transfer. The Prize will be awarded to the Winning Applicant by bank transfer, after SAEME and Danone Group receives all bank details, identity documents & other personal information necessary to do the latter. The payment will be completed 60 days after the grant contract is signed by both parties, before 31st July 2020. The Prize is set in euros and will be paid in euros or the equivalent amount in local currency depending on the Winning Applicant residence country.

evian® will follow up with the Winning Applicant 1 year after the grant payment is completed to check Project progress.

The grant Prize must be entirely used for the realization of the winning Project & shall not be used to cover debts & bonuses. The Winning Applicant agrees to comply with all applicable laws and regulations relating to their use of the Prize and realization of the Project. The Winning Applicant must maintain records of all purchases made using the Prize and make these records available for review or audit by SAEME and Danone Group for a period of three years after the Prize is awarded.

6. NOTIFICATION OF WINNERS

The Winning Applicant will be notified by email and/or telephone and will have seventy-two (72) hours to respond to notification by email. The Winning Applicant will be required to execute and return a legally binding acceptance of the terms of any grant within three (3) days of date of notification. If such acceptance is not returned within the specified time period, a notification is returned as undeliverable, or a potential Winning Applicant is found not to be in compliance with these Terms, he/she may be disqualified.

7. INDEMNIFICATION

Applicant agrees to release, indemnify, and hold harmless Danone Group, Virgil Abloh, Alaska Alska LLC, their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (“Released Parties”) from any and all liability, losses, damages, claims and expenses resulting, in whole or in part, directly or indirectly, from or related to Applicant’s participation in the Contest in any way (including when arising from any prize or authorization given by the Winning Applicant, when applicable) save where such liability, loss, damage, claim or expense arises as a result of a breach by Released Party of any of its obligations. Released parties are not responsible if any Prize cannot be awarded due to a mistake by the Winning Applicant on its bank details or information or interruptions due to acts of god, acts of war, natural disasters, weather, or terrorism.

8. GENERAL CONDITIONS

Applications generated by script, macro or other automated means or by any means which subvert or tamper with the submission process are void.

Persons who tamper with or abuse any aspect of the Contest or who are in violation of these Terms, as solely determined by SAEME and Danone Group, will be disqualified.

SAEME and Danone Group reserves the right if circumstances so require to suspend, modify, extend or terminate the Contest.

Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, SAEME and Danone Group hereby excludes and shall not have any liability to any Applicant in connection with or arising out of the Contest howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude SAEME and Danone Group liability as a result of a breach of any of his obligations.

Although the contest may be featured on YouTube, Facebook, Instagram and Twitter social media platforms, this Contest is not sponsored, endorsed, or administered by, or associated with YouTube, Facebook, Instagram and Twitter social media platforms. By entering this Contest, all Applicants release YouTube, Facebook, Instagram and Twitter from any liability arising out of this Contest. Applicants are providing information to the organizer and not to YouTube, Facebook, Instagram and Twitter social media platforms . The information Applicants provide will only be used for the purposes referred to in these Terms.

In the event that any provision of these Terms is held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect. These Terms shall be construed in accordance with the laws of France.

9. INTELLECTUAL PROPERTY, RIGHT OF PUBLICITY AND PROMOTION

9.1. Intellectual Property Rights (or “IPRs”) means in these Terms, any and all rights, title and interest in all intellectual property including but not limited to copyright (including authors rights and neighboring rights), trademarks or service marks, design rights, business or trade names, goodwill, know how, database rights, domain names, moral rights, personality rights, privacy rights and publishing rights, trade secrets, patents and any other intellectual property or industrial property rights in any formula, creation, font, computer program, work, invention, discovery or process (whether registered or not).

“Applicant Materials” means in these Terms, any and all materials, whether in tangible or digital form, transmitted by the Applicants to SAEME and Danone Group to present and submit their Project in the framework of the Contest, including, but not limited to, videos, pictures, map, schemas, designs, project description, whether or not such Applicant Materials are protected by any IPRs.

“Confidential Information” means in these Terms, without limitation, information of any kind, including but not limited to financial, commercial, industrial, strategic, operational, scientific or technical information, patentable or not, belonging to or held by one Applicant and/or SAEME and Danone Group and which will be disclosed to the Selection Team and/or to the Applicant, in any form whatsoever and, specifically, in writing, verbally, visually, by electronic means or any tangible medium such as samples, products, etc., for the purposes of this Contest. However, information shall not be treated as Confidential Information where the recipient is able to bring written proof that this information:

- is in its possession as at the date it was disclosed; or
- is in the public domain when disclosed or falls into the public domain subsequently without the recipient being at fault; or
- was obtained from a third party which is not an Applicant, SEME and/or a member of the Selection Team, being entitled in good faith to make such a disclosure without a confidentiality obligation; or
- was disclosed to the extent required by law or regulation.

9.2. Each Applicant remains the sole owner of any and all IPRs created by him / her before and during the application process to participate in the Contest.

In the same way, SAEME and Danone Group remains the sole owner of any and all of its IPRs whether created before the Contest or after it, save for the part of any content that could incorporate Winning Applicant IPRs.

Except as provided below, SAEME and Danone Group and Applicants shall not disclose each other's Confidential Information.

9.3. By participating in the Contest, Applicants do not assign their IPRs in the Project and/or Applicant Materials and will retain all rights in and to their Project, but each Applicant expressly authorizes SAEME and Danone Group to promote the Contest under the conditions set forth below. Such undertakings are an essential condition of the Terms.

9.4. All Applicants grant to SAEME and Danone Group the right to reproduce and communicate to the Selection Team the Applicant Materials related to the Project, on a strict-confidential basis, and only to the extent necessary to designate the Winning Applicant, free of charge. After the designation of the Winning Applicant, SAEME and Danone Group will destroy the Applicant Materials of all the Applicants except the Winning Applicant. The Winning Applicant's Materials will be destroyed after the end of the usage rights granted to SAEME and Danone Group herein.

9.5. In consideration of the Prize, the Winning Applicant undertakes to authorize SAEME and Danone Group and the Danone Group the exclusive worldwide right to promote the Project in relation to the Contest, the brand evian® and the "Activate Movement" initiative, including by using the Winning Applicant's Materials, under the conditions set forth below

Exclusivity granted to SAEME and Danone Group for such communication and promotion of the Project is for a one (year) period, following the acceptance of the Prize, during which Winning Applicant shall not make any public statement regarding the award of the Prize nor its Project without the prior written consent of SAEME and Danone Group and therefore shall not use the Applicant Material in any public promotion or communications or authorize any third party to do so.

By way of exception, if the Winning Applicant's Project is funded, endorsed, or more generally financially supported by a third party not affiliated with the food and beverage category, the above mentioned exclusivity for SAEME and Danone Group to communicate and promote on the Project shall be limited to an initial period of two (2) months, following the acceptance of the Prize, after which such third party and SAEME and Danone Group shall both be entitled to communicate on the Project, SAEME and Danone Group being still entitled to use the Applicant Material and Image.

SAEME and Danone Group shall have the right to freely promote and communicate about the Contest and the Project of the Winning Applicant and create any communication material using part or all of the Applicant Materials, including any modified part of such Applicant Materials, as the case may be, in any other promotional / communication material created by SAEME and Danone Group For the avoidance of doubt, such communication right includes the right for SAEME and Danone Group to display the image (pictures, videos), name, signature, logo or trademark, declaration, statements, quotes, etc. (altogether referenced herein as the "Image") of the Winning Applicant, whether such Image is provided by the Winning Applicant during the application process or as it may derive from any other material sent by the Winning Applicant after the notification of the acceptance of the Prize and/or as it may derive from any video and/or photo shoot and/or interview conducted by SAEME and Danone Group after the acceptance of the Prize by the Winning Applicant.

Consequently, SAEME and Danone Group may reproduce and represent the above-mentioned Applicant Materials and Image on and through the following media and means, solely in connection with the Project, for a first period of 1 year following the acceptance of the Prize by the Winning Applicant:

- print media, including, but not limited to, magazine, newspapers, catalogues, posters, packaging, POSM, print advertising campaigns, internal presentation;
- out of home / digital content (OOH, DOOH, etc.) and advertising campaigns including but not limited to, Internet, websites, social networks, and including via paid media means / supports;
- PR and communication materials in any form, including, but not limited to, press kits and folders and any press release, presentation and events, PR gifts and accessories, etc.;
- packaging of the Products (manufactured by ICL);
- internal communication.
- TV
- Events
- Radio

Similarly, Winning Applicant authorizes SAEME and Danone Group to disclose her/his Confidential Information during this 1-year period of time and agrees that SAEME and Danone Group shall be the sole decision-maker regarding the communication calendar.

After this 1-year period of time:

- Winning Applicant shall be entirely free to communicate on her/his Project and disclose Confidential Information belonging to him / her to any third party, including food and/or beverage companies;
- SAEME and Danone Group may continue, for an additional period of five (5) years, on a non-exclusive basis, to use the Applicant Materials and the Image of the Winning Applicant, for internal and external communication related to retrospective about the sustainable initiatives of SAEME and Danone Group only.

9.6. In return of the Prize, the Winning Applicant shall participate in the following media activities related to the Project, at SAEME and Danone Group's discretion:

Maximum 3 video and/or audio shoots;

Maximum 3 interviews;

Maximum 3 event / public appearances.

SAEME and Danone Group will cover travel costs related to the above.

9.7. Applicant shall indemnify and hold SAEME and Danone Group harmless from and against all claims resulting from a breach by the Winning Applicant of its obligations contained in these Terms. Additionally, Winning Applicant shall indemnify and hold SAEME and Danone Group harmless from and against all claims and lawsuits for infringement of IPRs and/or based on parasitism, unfair competition and/or passing off, resulting from or related to the communication and/ promotion made by SAEME and Danone Group about the Project according to the Terms. In both cases, and without prejudice to SAEME and Danone Group right to seek for any remedies that it could be entitled to, Applicant shall bear any legal cost linked to such claims and lawsuits, including any lawyer fees.

9.8. Winning Applicant, at SAEME and Danone Group request, undertakes to sign any iterative document to formalize above mentioned authorization.

10. PERSONAL DATA

Participation in this Contest implies the transmission by each Participant of personal data.

The personal data collected will be processed electronically by the SAEME and Danone Group. They will be used for the management of the Contest, in accordance with the provisions of Law No. 78-17 of 6 January 1978 and the General Data Protection Regulations (EU) No. 2016/679 of 27 April 2016.

The data collected are intended for SAEME and Danone Group for the sole purpose of managing the Contest. The Applicants have rights of access, modification as well as rights to erase, limit processing, and portability of their personal data at no cost. Applicants also have a right to object to the processing of their data for legitimate reasons and a right to define guidelines on the fate of their data after their death. The above-mentioned rights can be exercised on simple request to the address dpo.evianvolvic@danone.com accompanied by a copy of a signed identity document.

SAEME and Danone Group knows that you care how your personal data is used and we recognize the importance of protecting your privacy.

We are committed to protecting your right to privacy. We aim to protect any personal data we hold, to manage your personal data in a responsible way and to be transparent in our practices. Your trust is important to us.

What personal data do we collect?

For the exclusive purpose of managing the Contest and awarding the prize, we may collect directly from you the following types of personal data:

Personal contact data, such as your name, email address, physical address, telephone numbers and any other personal information requested in the application form;

Communications with us, which may include details of our conversations via chat, care lines and/or customer service lines;

Browser history, such as pages accessed, date of access, location when accessed, and IP address; and

Any other information about you or people other than you, such as personal data about your family members, that that may be included in the documents and information provided to present your project.

For which purpose do we process your personal data?

We will process your personal data for the exclusive purpose of managing the Contest and awarding the Prize.

We may also need to process your personal data to comply with legal obligations.

In case we process your personal data for purposes mentioned above or for other purposes, we will inform you before or at the time of collection, and where appropriate, we will ask for your consent.

For how long will we keep your data?

We will keep your data for all the duration of the Contest and for 1 year after having awarded the Prize. The data of the Applicants who did not win will be anonymized after having awarded the Prize. All data will be suppressed one year after having awarded the Prize.

With whom we will share your personal data?

Your personal data will not be shared, sold, rented or disclosed other than as described in this Privacy Statement. We may, however, share your data when required by law and/or government authorities.

For the exclusive purpose of managing the Contest and awarding the Prize we might share your personal information with the Selection Team.

Likewise we might share your data with Versus FULLY TAILORED CREATION located at 6 rue de Musset, 75016 Paris, France for the exclusive purpose of technical maintenance of the www.evian.com/actmov website and MOKOM 01 direkt GmbH & Co. KG located at Holzhausenstraße 87, 60322 Frankfurt am Main, Commercial register: HRA 43961, Frankfurt, Germany for server hosting.

Your rights

Where we process your personal data, you are entitled to a number of rights and can exercise these rights at any point.

The Applicants have rights of access, modify as well as rights to erase, restrict and object processing, and portability of their personal data at no cost. Likewise, you have the right to lodge a complaint directly with supervisory authority about how we process personal data.

If you want to know more on how do we process and secure personal data, or how to exercise the aforementioned rights please go to https://www.evian.com/fr_fr/vie-privee

[Additional Information For California Consumers]

California residents can view additional rights at <http://www.danonenorthamerica.com/californiaprivacypolicy>.

How to contact us

If you have any questions, comments or complaints regarding this Privacy Statement or the processing of your personal data, please contact us via our contact page <https://www.danone.com/footer/Contact.html>.

You can also send questions or comments to dpo.evianvolvic@danone.com