

GENERAL RULES OF THE GAME



BACK MARKET, Inc., a Delaware corporation, incorporated under the laws of Delaware, and having its business address at 41 Union Square W, 2nd Floor, New York, NY 10003 ("Back Market"), is organizing a game without any obligation to purchase (the "Game"). Back Market shall hereinafter be referred to as "the Organizer." The participant will be referred to as the "Participant." The competition's winner is hereinafter referred to as the "Winner."

Participation in the Game is subject to compliance with the rules described below.

ARTICLE 1: Participants

This Game, with no obligation to buy, is free and open to people who are at least 18 years old as of the date of entry and residing in the United States on the date the Game begins.

Members of the Organizer's staff or any person having a direct or indirect link with the company are excluded from the Game.

The Organizer reserves the right to ask any Participant to justify the above conditions.

ARTICLE 2: Terms and conditions of the Game

Participation in the Game implies full acceptance of the present Rules.

- **The prize is:** 1 voucher of a value of \$200 to be spent on www.backmarket.com

This voucher is limited to one use per person, and is valid until **31/12/2024**. It must only be used once and for an order with a total amount equal or greater than the value of the voucher to purchase a product on www.backmarket.com

The Winner agrees to accept the prize as offered without the possibility of exchange, in cash, other goods or services of any kind whatsoever, or transfer of the benefit to a third person.

- **Terms of Participation:**

In order to participate, the Participant must give their feedbacks by completing the form available [under this link](#) before February 9, 2024 (the "Form").

Only one entry per Participant is allowed. Participation in the Game is strictly personal and nominative.

- **Game duration:**

Participation in the Game must occur before February 9, 2024. Forms completed after the closing of the Game will not be considered.

The Organizer reserves the right to extend the duration of the Game. However, any modification of the period of the Game will be the subject of an amendment which will be made available on the Website and notified by email.

- **Odds:**

The odds of winning depend on the number of eligible entries received.

ARTICLE 3: Designation and announcement of the Winner

The Winner will be selected among the participants fulfilling the above conditions. A jury, composed of 3 employees from the Organizer, will meet during February and give a mark, from 0 to 100, to the answers received, based on the following criteria :

- Compliance with the terms and conditions set in Article 2 above ;
- Creativity, uniqueness, and how actionable the insights given as answers are.

No mark will be communicated to the Participants.

The names of the Winner will be announced on March 4, 2024 by email. The Organizer will send an email to the Winner, to the email address they entered when answering the Form. No email will be sent to Participants that are not Winner.

The Organizer shall have no liability for a Winner's failure to receive notices due to Winner's spam, junk email, non-working Instagram account, or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information. If the selected Winner cannot be contacted, is ineligible, or fails to claim the prize within 15 days from the time award notification was sent, the prize may, at Organizer's discretion, be forfeited, and an alternate winner selected and notified in the same manner as specified above.

Participants may exercise their right to oppose the publishing of their personal data by sending an email to legal@backmarket.com or by mail to the address listed in Article 5 of the Rules.

ARTICLE 4: Responsibility

The Organizer cannot be held responsible if, for a reason beyond its control, technical or computer malfunctions or any other technical problems affect the proper conduct of the Game.

The Organizer may cancel all or part of the Game if fraud appears to have occurred in any form whatsoever in connection with participation. In this case, it reserves the right not to award the winnings to the fraudsters and/or to prosecute the authors of these frauds before the competent courts.

The Organizer cannot be held responsible for Participants' incomplete, incorrect, or illegible entries.

Furthermore, the Organizer declines all responsibility for any incidents that may occur during the use of the Prize and/or during the enjoyment of the Prize, and in particular for the enjoyment of the Prize by a minor who remains under the complete and total responsibility of a legal representative.

By entering this Game, you understand that the Organizer, anyone acting on behalf of the Organizer, or any of their respective licensees, successors, and assigns, will have the right, where permitted by law, without further notice, review, or consent to print, publish, broadcast, distribute, and use, worldwide in any media known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, your name, likeness, image or statements about the Game, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

ARTICLE 5: Personal data

Information submitted with an entry is subject to the Privacy Policy stated on the Back Market website. To read the Privacy Policy, [click here](#).

ARTICLE 6: Claims

Participants acknowledge without reservation that the mere fact of participating in this Game implies their acceptance of the Rules.

Any claim must be made through writing no later than one (1) month following the end of the Game (as evidenced by the postmark) at 41 Union Square W, 2nd Floor, New York, NY 10003 with a copy by email at legal@backmarket.com. After this date, no claim will be accepted.

As a condition of participating in this Game, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Game, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York State, County of Kings, having jurisdiction. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than your actual out-of-pocket expenses (i.e. costs associated with entering this Game), and you further waive all rights to have damages multiplied or increased.