

Drawing Contest - "SUMMERPLAY"

Contest rules

Article 1 – Organization

The Ets JOSKIN s.a., a company incorporated under the laws of Belgium with registered office at B-4630 Soumagne, rue de Wergifosse 39, with the BCE (Banque Carrefour des Entreprises) registration number 0424864156 and represented by one of its executive directors – referred to as "JOSKIN" – is organizing a contest with title "Drawing Contest – SUMMERPLAY".

The contest consists in submitting to JOSKIN drawings featuring the products of the JOSKIN brand in all conditions and/or situations (serious, funny, picturesque, unexpected, extravagant, etc.), which will be grouped according to the categories described in the entry form (see hereafter Art. 3). JOSKIN reserves however the right to exclude from the contest any picture showing a use of the JOSKIN products deemed inappropriate, offensive, insulting or irresponsible.

Only participations in accordance with Article 3 will be taken into account.

The contributions within the context of the contest shall be published, after examination, on the page dedicated to the contest. JOSKIN reserves the right to publish the winners' names and towns. Moreover, the winners authorize JOSKIN to publish these same details as well as a possible account in the form of a press release, a video, broadcasted, etc.

Article 2 - Participation

The contest is announced exclusively on one or several pages of the website www.joskin.com and on the facebook page of JOSKIN (www.facebook.com/joskin.official). It starts on 21/07 and ends up on 30/09 at midnight.

The participant is someone of 2 to 12 years old and acting under the agreement of his/her legal guardian. This agreement is deemed acquired as a result of the participation.

Article 3 – Contest procedure

Contest on the website www.joskin.com and on the Libramont 2014 and Battice 2014 Fairs

1. The participant should:
 - send his/her drawing(s) and details to the address summerplay@joskin.com;
 - drop off his/her drawing(s) on the JOSKIN stand (Shop) during the Libramont 2014 and/or Battice 2014 Fair.
 - or drop off his/her drawing(s) at the JOSKIN Shop in Soumagne.
2. Each Participant can submit as many entries as he/she wishes, as long as each of them is different, i.e. not showing strong similarities to a drawing submitted beforehand by himself/herself or by others.
3. Each Participant should mention his/her details (name, forename, date of birth, post and e-mail addresses).

Article 4 – General conditions of participation

The contest falls into the category of free games. No compensation shall be paid to the Participants for the participation or for deleting drawings.

The drawings can in no way involve xenophobia, racism, incitement to racial hatred, pedophilia, pornography, incitement to murder, defamation, insults, and must not infringe the rights of third parties, in particular intellectual property rights and the right to privacy.

JOSKIN reserves the right to conduct any check for the compliance with this article as with all these rules, in particular to reject any Participant who has committed any form of abuse or attempted fraud; yet, JOSKIN is not obliged to systematically check all published drawings and comments. Any participation contrary to this article shall be considered as null and void.

Article 5 – Nomination of the winners

Contest on the website www.joskin.com and on the Libramont 2014 and Battice 2014 Fairs

- 1. All drawings received shall be submitted, without mentioning the names of the Participants, to a Selection Jury composed at the discretion of JOSKIN, within thirty (30) days after the end of the contest.*
- 2. The Selection Jury shall examine and choose by sovereign decision, for each category of the contest (one per birth year), three (3) winning drawings that shall be awarded a Gold Medal, a Silver Medal and a Bronze Medal. To make these choices, the Jury shall privilege the pictures showing the JOSKIN brand and/or JOSKIN material at their best and with priority over the other depicted artificial elements (tractor, etc).*
- 3. As each Participant can receive only one prize for the Internet contest, if two or three chosen drawings are from a same Participant, the Jury shall have to exclude the supernumerary drawing(s) but can possibly award it/them a special Jury prize.*
- 4. The winners shall be informed personally by e-mail at the latest fifteen (15) days after their nomination by the Jury. They shall be invited, within fifteen (15) days, to confirm their identity and their address to receive their prize. Failing that, the Participant shall lose his/her status of winner and his/her prize shall be put back into play according to the procedure described in Art. 5*
- 5. Upon expiration of the above-mentioned period, possibly increased by the time required for the nomination of new winners in case of cancellation, the official results of the contests shall be published by JOSKIN in the form of information ("News") on the website www.joskin.com and on the Facebook page of JOSKIN (www.facebook.com/joskin.official).*

Article 6 – Prizes

- 1. JOSKIN shall choose freely the types, quality and number of prizes. For a more comprehensive description, the Participant has the opportunity to contact JOSKIN.*
- 2. JOSKIN reserves the right to replace a prize with a prize of equal value if need be. JOSKIN disclaims all liability for all incidents and/or accidents which might occur for the duration of enjoyment of the awarded prize and/or as a result of its use.*
- 3. The prize may not be grounds for any dispute of any kind, nor for any awarding of its monetary value in cash or in any form, nor for its replacement or exchange for any reason whatsoever. It cannot be transferred to a third party as long as it is JOSKIN's property.*
- 4. In case the winner is unable to benefit from his/her winnings, in full or in part, for whatsoever reason, he/she will lose the benefit of them, without any possibility of obtaining any consideration for same.*
- 5. The prize lost in this way will be reassigned by the Jury in accordance with the provisions of article 5, after excluding the Participant concerned.*

Article 7 – Prize giving

1. *The prizes shall be sent at JOSKIN's expenses, including the possible customs clearance costs and formalities and possible taxes, within 30 days from their assignment or from the date when the winner shall be contacted and shall confirm his/her name and postal address.*
2. *In case the item is returned to the sender, it is the responsibility of the winner to dispute the non-delivery by registered mail to JOSKIN, with proof of receipt.*

Article 8 – Copyright

Participating in this call for contributions, the Participants guarantee JOSKIN that they have all necessary rights regarding the drawing(s) sent, in particular in terms of copyright and right of personal portrayal. In particular if a drawing depicts one or several recognizable person(s), or privately-owned heritage properties, the participation in the contest automatically implies that the Participant has received the explicit permission to use the image of the persons or properties depicted, and that he/she shall transmit it to JOSKIN. Any consequence arising from a lack of permission in this regard shall be borne exclusively by the Participant.

They expressly authorize JOSKIN to use the drawing within the context of its activities and grant it freely:

- *the right to disseminate the drawing in the whole world, in full or in excerpts, in an identical form or not, with no limit on the number or duration, in all current or future audiovisual media services, by whatever existing or future dissemination mode (and in particular by terrestrial means, cable, satellite, Internet, wired or wireless), whatever the geographic coverage of these dissemination modes, either by itself or by a technical operator acting in the name or on behalf of JOSKIN, by all processes (analogue, digital, SD, HD, ADSL, VDSL, Windows media player, MPEG, DVBH, 3G, ...), in a linear or non-linear manner (including "video on demand", "catch up tv", "near video on demand", "preview" as well as any other interactive media), with or without downloading, either free or in return for payment, whatever the type of reception (private or public) and the type of receiver or the type of screen (fixed, mobile, television screen, computer screen, telephone, mobile phone, smartphone, WAP, electronic game console, GPS, giant screen, ...);*
- *the right to edit and to market the picture in the whole world, with no limit on the number or duration, on any medium (book, DVD...) intended for sale, rental, lending or exchange.*

Article 9 - Liability and Force Majeure

1. *JOSKIN disclaims all liability in case of failure in the collection of personal data. Moreover, it may in no case be held liable for any problems of transmission or the loss of postal or electronic mail.*
2. *JOSKIN reserves the right, at any time, and in particular for technical, update and maintenance reasons, to interrupt access to its website, its Facebook page and the contest they contain.*
3. *JOSKIN shall not be held liable in the event of any kind of technical failures or anomalies in connection with hardware or software caused on the Participant's system, computer equipment or the data stored therein, or for the consequences that may arise for the Participant's personal, professional or commercial activity.*
4. *JOSKIN shall not incur any liability if, in the case of a force majeure situation or other circumstances beyond its control (among others, technical problems) disturbing the organization of the contest, it shortens, extends, postpones, modifies or cancels the contest, or if a dysfunction of the Internet network should prevent the proper organization of the contest and the information of the Participants.*
5. *JOSKIN declines all responsibility in the event of an incident that might occur during the use or enjoyment of the winnings.*

Article 10 – Interpretation

Additions or, in the event of force majeure, modifications to these rules may possibly be published or disseminated on the site. They will be regarded as annexes to the present rules.

In the event that certain individual provisions of these contest rules are or become invalid, this does not affect the validity of the remaining provisions. Invalid provisions shall be replaced by provisions that come closest to the original purpose of these provisions. Any recourse is excluded.

Article 11 – Reimbursement of costs

As it is noted that in current service and technical offers, most of Internet providers offer their customers free or all-inclusive Internet service, it is expressly agreed that any access to the contest is considered to be made on a free or all-inclusive basis (such as, in particular, cable connection, ADSL, or specialized Internet connection) and is therefore not eligible for reimbursement, as in this case the subscription to the Internet provider's services has been contracted by the Internet user for his/her general Internet usage, and thus the Participant incurs no additional cost or expense in connecting to the website for the purpose of entering the contest.

Article 12 – Rules

Participation in this contest implies compliance with the laws and regulations in force on the Belgian territory and unconditional acceptance of these rules in their entirety, including, as they arise, any riders or additions.

Any practical difficulties of interpretation or application of these rules will be solved by sovereign decision of JOSKIN. The rules can be found on the website www.joskin.com and a copy of these rules will be sent for free to anyone who submits a written request to the following e-mail address info@joskin.com or to JOSKIN – Drawing Contest - SUMMERPLAY, rue de Wergifosse 39, B-4630 Soumagne (Belgium) and this until the date of publication of the contest result.

Article 13 – Personal data

The collected data will be processed by computer. Except for what is stipulated elsewhere in these rules, they will be used solely by JOSKIN for the management of the Participant's account.

JOSKIN undertakes to comply with the regulations relating to information technology, databases and liberties in force in the collection, processing and usage of personal data, in particular the right to access and to obtain further information, the right to correction and, if necessary, the right to object of the Participant regarding the data that concerns him/her. All requests for consultation, rectification or objection should be sent to the following address: JOSKIN s.a., rue de Wergifosse 39, B-4630 Soumagne (Belgium).

Article 14 – Disputes

This contest is subject to the Belgian regulations relating to games and contests. In case of dispute, JOSKIN and the Participant shall first seek to reach an amicable solution. In case of failure to reach an amicable solution, the dispute shall be exclusively submitted to the competent courts of the legal district of Liège (Belgium).

B-4630 Soumagne (belgium), 16th July 2014.