



#SUEZforSharingWater COMPETITION

Official Rules

NO OBLIGATION TO PURCHASE OR DOWNLOAD

1. **Prerequisites.** Only participants aged 13 or more at the moment of submitting their entry, and residing in one of the following countries, may participate in the photo contest entitled « #SUEZforSharingWater » (referred to hereafter as the "Competition"): one of the fifty (50) States of North America or the federal district of Columbia, Australia, France, India, the Czech Republic, Germany, Spain, the United Kingdom, Belgium, the Netherlands, Mexico, Brazil, Chile, Panama, Peru, Bolivia, Argentina and Colombia. Participants who have not reached the age of majority in their country shall obtain explicit consent from their parent(s) or legal representative before submitting their entry; by participating they declare that they have obtained the aforementioned consent. There is only one Competition, and the Rules applicable in your country of residence apply to your participation in the Competition. Participation is open to physical persons; businesses and other legal persons may not participate. This Competition is subject to all applicable laws and regulations, including federal, State, and local laws. Void where prohibited by law. Your participation in the Competition, using the hashtag #SUEZforSharingWater, constitutes full and unconditional acceptance of the clauses of the present Official Rules and the decisions of the Organiser, which are not subject to appeal and are the only applicable decisions in the Competition. The condition for obtaining a prize is to respect all the clauses of the present Official Rules.
2. **Organiser.** The Organiser of the present Competition is SUEZ GROUPE (referred to hereafter as the "Organiser"). Any questions about this Competition shall be sent by e-mail to the address contact@suez.com. A copy of the present Official Rules will be sent free of charge to any person who so requests it via e-mail to the aforementioned address. Persons who request a copy of the present Official Rules by post may, on request, be reimbursed the sum of the postal expenses according to applicable rates.
3. **Participation period.** The Competition lasts from 22 March 2017 to 14 April 2017. It begins on 22 March 2017 at 10am (GMT+1) with a participation period, during which everyone is free to post photos, which ends on 5 April 2017 at midnight (GMT+1) (referred to hereafter as the "Competition Period").

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It will be followed by the voting period, (referred to hereafter as the "Voting Period" which will begin one week after the end of the Competition Period. The voting period will last for 3 days (12 to 14 April 2017). At the end of this period the 5 winners will be designated.

4. **Participation method:**

- a) **Entries and participation:** In order for the participation to be validated by the Organiser, there are three mandatory steps to follow. The Participant shall:

1. Publish on his/her personal Instagram account, during the Competition Period, a photo meeting the criteria set in the competition rules with the hashtag created for the operation: #SUEZforSharingWater. The criteria is to post a photo illustrating the beauty and the importance of water around your hometown (sharing water).

By participating in this competition, the Internet user authorises the Instagram account @suez_group to use their picture should it be selected by the Jury.

2. An impartial jury made up of 4 SUEZ employees from the teams of the Communication and Social Media Division, with 1 person in charge of image, designated by the Organiser, will select 10 photos which will be published on the SUEZ Instagram account and put to the vote between 12 and 14 April.

3. The 5 winners are those whose photos have obtained the most votes during the Voting Period (via 'likes') from Internet users on the Organiser's Instagram account @suez_group. The 5 winning participants will receive the prizes indicated in these rules.

- b) **Nature of the photos published:** Each participant undertakes not to publish:

- A photograph of pornographic, paedophile, racist or xenophobic nature
- A photograph that may be considered as degrading or likely to be in any way damaging to the image, private life, honour, reputation and/or esteem of any physical or legal person
- A photograph inciting crime, hatred, violence, or suicide
- A photograph accompanied by (and/or containing) degrading or defamatory statements
- A photograph that is not in the interests of public order

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- And more generally, a photograph that does not comply with the regulations and laws in force.

SUEZ reserves the unconditional right to moderate, at a later date, and to not validate, or even exclude or remove from the competition, any participant and any photo which fails to respect all the conditions of the present rules.

4. **Intellectual Property Rights:**

The Participants acknowledge that the awarding of prizes, in case of winning, is subject to the signature of a license that is non-exclusive, free of charge, royalty-free, transferable, sub-licensable, and worldwide for the use of the photos published in the framework of the Competition. This license notably contains the copyrights, performance rights, and distribution of these photos worldwide until "30 June 2018".

The Participants guarantee the Organiser against any claim by a third party concerning his/her creations. In particular, they guarantee that they are authorized to freely use the creations of which they are the author and without other payments than those set down in the present rules, for the purpose of their reproduction and their representation.

The Participants guarantee the Organiser that they are the legitimate holders of all the copyrights contained in the creations that they cede to the Organiser.

5. **Competition.** The Organiser is the sole judge, and its decisions relative to the implementation of the Competition and the selection of the potential winner may not be subject to appeal and are the only applicable decisions in the Competition. In the event that several participants are considered as winners, one of the participants will be selected randomly from these participants as the winner. The chances of being selected by this random draw depend on the number of entries.

Only those entries received during the Competition Period will be accepted. The "authorized account holder" is the physical person to whom an e-mail address has been attributed by an Internet Access Provider, service provider, or other online service company responsible for attributing e-mail addresses for the domain associated with the e-mail address submitted. The potential winner may be required to provide proof that he/she is the authorized account holder or the participant.

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6. **Verification of the potential winners.** In order to win a prize, the potential winners shall continually comply with the clauses of the present Official Rules. The potential winners will be notified within a period of approximately three (3) days after the selection. To receive their prize, each potential winner shall sign the copyright transfer form within the forty-eight (48) hours following the date of dispatch of the notification. If a winner has not reached the age of majority in their country of residence, the prize will be attributed to the parent(s) or legal representative of the minor, who shall sign and return all the necessary documents. If it is not possible to contact a potential winner, or if the latter does not return the signed Declaration within the aforementioned time limit, the potential winner will be disqualified, and will therefore waive their right to the prize.

In the event of the disqualification of a potential winner for any reason, the Organiser may attribute the applicable prize to another winner via a random draw from the remaining admissible entries.

7. **Prizes.** The winners will each receive a NIKON D3000 camera, of a unit value of €240

The D3000 is a high-performance DX-format SLR that delivers superb images and boasts a range of functions, which make photography simple and fun. Nikon's intelligent Guide Mode offers incredibly user-friendly in-camera assistance, enabling even beginners to capture wonderful images. Perfect for shots that you are not sure how to take, Guide Mode will ask you about the image you want to capture and automatically optimize the camera settings for the best possible results. When you want to learn more, you can use Guide Mode to find out how to adjust the settings yourself. The 10.2 megapixel image sensor and fast autofocus performance ensure precise, detailed images. The large, 3-inch LCD screen is highly convenient for composing and reviewing images, and makes it easy to use the in-camera retouch menu that enables you to modify images without a computer. The D3000 – the camera that shows you how to capture stunning shots with ease.

8. **Limits relative to the prizes.** The Organiser does not provide any warranty concerning the prize. The replacement of the prize by money or other is not authorized, except by application of the present clause and at the sole discretion of the Organiser. The prize is not transferable, without express written authorisation by the Organiser. The Organiser reserves the right to replace any listed prize by a prize of an equivalent or superior value if the designated prize were to become unavailable for any reason. The colour and exact specifications of the prizes will be determined by the Organiser at its sole and absolute discretion. With the exception of that which is specifically stipulated in the description of the prize, any tax, expense and penalty associated with the reception and/or use of the prize is the responsibility of the winner.

9. **Waiver.** By participating in the Competition, each participant waives the right to hold the Organiser, its subsidiaries and affiliates, directors, managers, employees and representatives responsible for any indirect prejudice linked to (i) participation in the Competition; (ii) accepting or using the prize; or (iii) circumstances linked in any way to the Competition. No clauses in the present rules exclude or limit the responsibility of the Organiser for (i) fraud; (ii) bodily harm or death caused by its negligence; and (iii) any responsibility that may not be excluded by application of the law.
10. **Advertising.** The winners authorise the Organiser to use their name, photograph, appearance, voice, information concerning the prize, and biographical information for advertising and promotional purposes linked to the Competition, without other form of payment, insofar as this is permitted by law.
11. **Conditions of Participation.** The Organiser may not be held responsible for any entry that is lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupt or indecipherable, which will be disqualified. Proof that an entry has been submitted does not constitute proof that the Organiser has received the entry. The Organiser reserves the right to cancel, suspend and/or modify the Competition, or any aspect of the Competition, in the event of fraud, technical incident, or any other factor beyond the reasonable control of the Organiser which prejudices the integrity or correct functioning of the Competition. In this case, the Organiser reserves the right to attribute the prize by means of a random selection process applied to admissible entries at the moment that the problem was encountered. The Organiser reserves the right, at its sole discretion, to disqualify any individual who disrupts the Internet site, participation process, or organisation of the Competition, or who acts in violation of the present Official rules or of any other operation, or acts in a disloyal or disruptive manner. Anyone who attempts to deliberately prejudice the legitimacy of the organisation of the Competition may violate penal and civil law, in which case the Organiser reserves the right to seek redress from the said person, to the fullest extent permitted by law. The fact that the Organiser has not demanded the application of any clause of the present Official Rules may not be considered as a renunciation of its rights.
12. **Limitation of responsibility.** No party will be held responsible for any indirect damage linked to this Competition. No party will be held responsible for any damage resulting from any event or fact beyond their reasonable control and which may affect the Competition or disrupt, suspend, or alter the progress of the Competition, such as: (1) any incorrect or imprecise information; (2) technical incidents, including breakdowns, interruptions, congestion or disconnection of the telephone and Internet links or network equipment and



software; (3) any unauthorised human intervention at any stage of the participation process or the Competition.

The Organiser declines any responsibility for the content of the photos published. The competition organisers have the right to disqualify one or several candidates in the event of partial or total non-compliance with the present rules.

The Organiser declines any responsibility in the event of the cancellation and/or disruption of connections for reasons beyond its control (such as, notably, defects in participants' telecommunications or telephone installations, incorrect entry of data)

14. **Applicable law.** The present Official Rules and the Competition are subject to French law, excluding its conflict of law rules.
15. **Winners.** The names or Instagram pseudonyms of the winners will be published online at the address www.suez.com within the ten (10) days following the date of the end of the Competition. The names of the winners may be requested by post before 11 April 2017, enclosing a self-addressed stamped envelope, to: Communication / Social Media – SUEZ – Tour CB21 – 16 Place de l'Iris – 92040 Paris-La Défense – France

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