



#PASSION4ENVIRONMENT PHOTOGRAPHY CONTEST RULES

Article 1: Organizing Companies and theme of the Contest

THE EXPLORERS NETWORK (hereinafter referred to as "THE EXPLORERS NETWORK"), a SAS (simplified stock company) with capital of €1000, registered at the Paris Trade & Companies Register under number 852 303 239, whose registered office is at 141 avenue Felix Faure, 75015 Paris and SUEZ Groupe SAS, Tour CB21 – 16, Place de L'Iris, 92040 Paris - La Défense, France (hereinafter "SUEZ") are holding, from 5 June 2020 to 14 June 2020 at midnight, a Contest called "Passion4Environment" (hereinafter referred to as the "Contest") whose purpose is to promote the environment, the natural elements and the fauna and flora that make up the planet, and to showcase its riches through photography. The Contest also aims at encouraging talented photographers to make a name for themselves by illustrating the theme of the Contest.

Entry details are given in these rules.

SUEZ and THE EXPLORERS NETWORK are collectively referred to as "the Organizers."

Article 2: Terms and conditions of entry

2.1 Any adult individual owning an account on Facebook, Instagram or Twitter may enter the Contest.

Individuals wishing to enter the Contest (hereinafter "Contestants") must post a maximum of three photographs to either their Facebook, Instagram, or Twitter account, including the following three hashtags only: #SUEZ, #TheExplorers, and #Passion4Environment. Contestants who fail to mention these three hashtags or use them partially, incorrectly or accompanied by other hashtags will be excluded from the Contest.

Similarly, any submission sent after the deadline or in a form other than that mentioned in these rules shall be disqualified. Entering this photography Contest entails the unrestricted and unreserved acceptance of these rules, and a waiver of the right to challenge decisions taken by the Contest Organizers and jury.

The photograph publication phase will end at midnight on Sunday, 14 June 2020. The date and time of publication of the photographs shall alone be considered as a valid proof.

2.2 Entry is on a strictly personal basis and Contestants may not enter the Contest in the name of or on behalf of other persons. Any Contestant who makes multiple entries will be disqualified.

2.3 The Contestant warrants that he/she is the author of the Photograph(s) published, the sole owner of the copyright attached to the Photograph and that it/they is/are an original and unpublished work(s). If the Photograph(s) has/have already won an award or been in an exhibition, the candidate

is required to notify the Contest Organizers by email at pole.digital@suez.com AND contact@theexplorers.com.

The Organizers reserve the right to carry out all necessary checks concerning the identity or e-mail address of the Contestants.

2.4 Persons who have not provided proof of their full contact information and identity or who have provided them inaccurately or falsely, and persons who refuse to allow personal data that is strictly necessary for the purposes of the organization of the Contest to be collected, stored and used, shall be excluded from the Contest and shall not be awarded any prize, for which the Organizers and their partners cannot be held liable.

2.5 If the photographs submitted do not meet any of these criteria, the Organizers reserve the right to exclude a Contestant from taking part in the Contest.

2.6 Entering this Contest shall entail full acceptance of these rules. Failure to comply with the said rules shall result in the automatic cancellation of the entry and any prizes that may have been awarded.

2.7 Each Organizer disclaims, to the extent permitted by law, any liability for losses caused by entering the Contest and sending the Photograph(s) and the information provided.

Article 3: Photographic equipment & technical aspects

The Photograph(s) may be submitted in portrait, landscape or square format.

Media must not be over-edited, e.g., photographs with frames (borders), graphics (logos, clipart, etc.), text (watermarks), excessive change from the original colours (saturation, brightness, etc.), too sharp and repetitive transition effects or the presence of a trademark.

Article 4: Winners

A jury comprising representatives from SUEZ and from The Explorers, will select during the weeks following the closing date of this Contest the photographs that best illustrate passion for the environment. The decisions of the jury are final and cannot be challenged. No explanation will be provided as to the choice of winning photographs.

Jury members will not be able to enter the Contest. The winners will be chosen by the jury from entries submitted in accordance with the rules, on aesthetic grounds, promotion of the environment, originality of shooting and their aesthetic, unusual or original character. Any entry in breach of these rules will be disqualified.

Winners will be notified by private message on the social media platforms listed above. If a winner's details turn out to be incorrect or incomplete or they cannot be identified or contacted, the Organizers cannot be held liable under any circumstances.

Article 5: Awards

Prizes will be awarded to ten photographs. The ten winners will each receive an annual subscription to premium photo and video content on The Explorers platform. The total prize value is €358.80. The prizes given to the Contest winners may not be disputed in any manner nor awarded in cash (in part or in full), or exchanged for or replaced by any other prize of any value for any reason whatsoever. The

ten best photographs will be announced and published on the Organizers' Facebook, Instagram and Twitter accounts. The winners will be contacted by private message for the award of prizes.

If for any reason whatsoever a winner is partly or entirely unable to accept the prize, especially if they provided inadequate contact information when they registered, they will lose their prize and cannot claim any compensation whatsoever in exchange.

Article 6: Copyright and image rights

The Contestant shall ensure that photographs, text and/or other content submitted and/or disseminated by the Contestant do not infringe the rights of third parties, in particular intellectual property rights (trademark, copyright, models in particular), personal rights (such as defamation, insults, denigration, harassment, etc.), respect for privacy (including image rights), public order and decency (including apology for crimes against humanity, incitement to racial hatred, violation of human dignity, violence against animals, violent or degrading images, etc.) and, in general, the rules in force and the usual rules of courtesy.

The Contestant grants the Organizers a worldwide, free license to use the intellectual property rights attached to the content (photographs and text) that they submit for sharing and publication on their respective websites and on social networks such as Twitter, Instagram and Facebook. This license includes, inter alia, the right of the Organizers to reproduce, represent, use, where appropriate in modified form, such content on all or part of their website or intranet and in any form, anywhere in the world. In addition, the Contestant authorizes the Organizer to use their name, photograph and gift information for advertising and promotion purposes related to the Contest, without any other form of remuneration and where permitted by law.

Contestants shall ensure that any clearly recognizable persons in the Photographs submitted have given them permission to use their image.

The Organizers shall not moreover be held liable for costs incurred for entering the Contest.

These rules do not imply any joint and several liability between the Organizers or the creation of any *affectio societatis* between them.

The Organizers reserve the right, at any time and in particular for technical update and maintenance reasons, to interrupt access to the Organizers' website and to the Contest it contains. The Organizers shall not be held liable for any theft or loss that may occur during the delivery of the prize.

Article 7: Jurisdiction

Any dispute that cannot be settled amicably shall be submitted to the competent courts appointed in accordance with the French Civil Procedure Code.

Article 8: Data protection

Entering the Contest does not require Contestant's personal data to be processed. However, once the Organizers have announced the winners, they will have to process surnames, first names and email addresses in order to award the prize.

The Organizers will obtain the consent of the winners concerned in the final phase of the photography Contest.

Article 9: Proprietary rights

In accordance with the laws governing artistic and intellectual property rights, the reproduction and representation of all or some of the components of this Contest are strictly prohibited. The trademarks mentioned are registered trademarks of their respective owners.

Article 10: Cookies

Contestants can view the cookies statement at the following link:
<https://www.suez.com/en/declaration-cookies>

Article 11: Registration

This Contest rules have been registered to ABC Justice, Office du Vésinet, 4, place du Marché 78110 LE VÉSINET