

# GIVEAWAY RULES

## Planet Handpan Tacta Handpan Giveaway

### **ARTICLE 1 – ORGANIZING COMPANY AND PERIOD**

These terms and conditions (which we will refer to as our "General Terms") are the overarching general terms and conditions that apply to all the giveaways promoted by Planet Handpan LLC (which we will refer to as Planet Handpan, "we" or "us"). We refer to all these giveaways as the "giveaways" in these General Terms.

In addition to these General Terms, giveaways will also have their own specific terms and conditions (such as the details of how to enter, the opening/closing dates, and the sort of prize you may win). Any such giveaway-specific terms and conditions will be made available as part of the promotion of the particular giveaway in publications and/or online. In these General Terms, we will refer to these giveaway-specific terms and conditions as the "Specific Terms".

Planet Hndpan LLC is a company registered in the United States with company number +19709885277 and with its registered office at 613 Independence Dr. Longmont, Colorado USA 80504 You can write to us at this address if you have any concerns in relation to any of our giveaways, setting out clearly (i) the name of the giveaway, (ii) the name of our publication or website running the giveaway and (iii) your issue.

Organized from March 1st, 2023 to March 15th, 2023 these dates included, a giveaway free of charge and no purchase necessary, tentatively or definitively entitled the "Planet Handpan Tacta Handpan Giveaway", (hereinafter the "giveaway").

### **ARTICLE 2 - ELIGIBILITY**

This giveaway is open to any individual regardless of country with an internet connection and a valid e-mail address (hereinafter the "Entrants").

Employees of Organizing Company and any person who has directly or indirectly participated in the conception, the realization or the management of the giveaway, including their spouses (marriage, civil union, common-law marriage), families' members: ascendants and direct descendants or other relatives: household and non-household members are not eligible.

The Organizing Company may at any time request from any Entrant to demonstrate compliance with the Rules and eligibility requirements set forth herein. Any Entrant who does not comply with the Rules and requirements set forth herein or who refuses to demonstrate compliance with such will be excluded from the giveaway and will not be able, in case of a prize award, to obtain it.

Only one entry per person is allowed (one e-mail address per person). The Organizing Company may at any time carry out any verification for compliance with this rule. Should an Entrant enter multiple times, only their first entry will be taken into account.

By participating to the giveaway, the Entrant agrees to be fully unconditionally bound by these rules (the "Rules"), the rules of professional conduct in force on the internet, as well as all applicable laws and regulations for free giveaways in force in the United States.

This giveaway is available on social media (Facebook, Instagram, Tik Tok, Reddit, etc.), but is not sponsored, endorsed or administered by these platforms, nor is it associated with them. Those social media platforms may not be held responsible for any element of this giveaway.

This giveaway is available on smartphones, but Apple, Microsoft, Google or any other mobile application platform will not be held responsible in the event of any dispute related to this giveaway.

### **ARTICLE 3 – ENTRY AND ENTRY METHODS**

#### **Entry**

To participate in the giveaway, Entrants must:

- Enter their e-mail address and full legal name in the website form which appears for that purpose.

(hereinafter the “Registration Form”):

#### **giveaway Mechanics**

This giveaway takes place exclusively online via the URL:

<https://www.planethandpan.com/giveaway>

during the period indicated under Article 1. The giveaway consists in “giveaway Explanation”

#### **Requirements for Participating in the giveaway**

Entries that are incomplete, fraudulent, automated or erroneous will be disqualified. Any Entry made contrary to the provisions of the Rules will render the entry invalid.

### **ARTICLE 5 – WINNING ENTRANT(S) SELECTION AND SHIPPING/PRESENTATION OF PRIZES**

A totally random algorithm implemented by a sub-contractor of the Organizing Company will instantly designate the Winning Entrants.

Winning Entrants will receive an email [WITHIN 1 DAY]. The Organizing Company shall contact the Winning Entrant using the email address provided by the Winning Entrant in their Registration Form. The Organizing Company shall in no case be held liable responsible for any incorrect contact information provided by the Winning Entrant.

Any additional cost for taking possession of the prizes shall be borne by the Winning Entrants. The Winning Entrant(s) hereby irrevocably waive(s) to claim any compensation from the Organizing Company and/or the contractors and/or partners.

Any prize that would be returned by the post office or the contractor in charge of the shipping, for whatever reason (for example: “no longer at this address”), shall be considered as permanently refused by the Winning Entrant who in such case shall have no grounds for claim.

If a Winning Entrant does not or cannot, for any reason whatsoever, take possession of the prize or benefit from all or part of the awarded prize as provided for under these Rules, such prize shall be considered as having been permanently refused by the Winning Entrant who in such case shall have no grounds for claim.

Entrants who have not won will be contacted within 1 day of the giveaway drawing.

All prizes must be claimed within 7 days of our notification of winning unless otherwise stated. We reserve the right to award prizes unclaimed after this period to alternative prizewinners or not to award them at all and we shall have no liability in respect of the entry initially selected. Any prize which is returned as undelivered will be used for another giveaway or be re-claimed by Planet Handpan.

## **ARTICLE 6 – LIMITATION OF LIABILITY**

The Organizing Company shall not be held liable if, due to force majeure or any event beyond its control, the giveaway covered by the Rules should be canceled, extended, shortened, postponed, or modified.

The liability of the Organizing Company shall not be incurred in the event of force majeure or fortuitous events beyond its control.

The Organizing Company shall not be held responsible for delays, losses, thefts, damage to mail, or lack of legibility of stamps due to postal services. It shall also not be held liable and no recourse may be taken against it in the event of the occurrence of events of force majeure (strikes, bad weather, etc.) partially or totally depriving Participants of the possibility of participating in the giveaway and/or the Winning Entrant(s) of the benefit of their winning(s).

The Organizing Company shall not be held liable for any delay in the dispatch of the prizes and lots when this delay is not attributable to it, but is the fault of the service provider that it uses to carry out this dispatch. It shall not incur any contractual or legal liability in respect of operations relating to the transport of the prizes and lots awarded. The Organizing Company shall not be held liable for any damage, theft or loss during the transport and delivery of the package.

The Organizing Company declines all responsibility in the event of any incident and/or accident that may occur during the use or enjoyment of the prize won and/or due to its improper use by the Winning Entrant(s), it being incumbent on the Winning Entrant(s) to take out their corresponding insurance.

The Organizing Company, as well as its service providers and partners, may not be held liable for the loss or theft of the prizes by the beneficiaries once the Winning Entrant(s) have taken possession of them.

The Organizing Company shall not be held liable for direct or indirect damages, whatever the causes, origins, nature, or consequences, even though the Organizing Company may have been advised of the likelihood of such damages, caused by reasons of:

- the malfunctioning of the internet network and/or any computer, and/or hardware and/or software and/or database of an Entrant or of any person or company in relation with the organizing of the giveaway, and more generally, any problem deriving from (tele)communication networks, processes, and services, from computers (on and offline), servers, internet service providers (the "ISP") and/or web hosts, computer hardware, databases, and personal data;
- Anyone's access to the website whose URL is <https://www.planethandpan.com/giveaway> (the "Website") or inaccessibility to it;
- Accessibility or inaccessibility to the Website, including any tampering, virus, bug infecting the computer hardware of the Entrant, and/or the Organizing Company's and/or any other property.

## **ARTICLE 7 – FREE PARTICIPATION**

For information, the Entrants using access providers globally integrating the telephone and internet connections into the current offers and services, the participation in Giveaway is free of charge, the Entrants declaring that they have already it available for their use.

## **ARTICLE 8 – INTELLECTUAL PROPERTY**

### **Ownership of the Organizing Company**

Reproduction, display, or exploitation of all or in part of the elements forming the giveaway, Rules included are strictly prohibited.

All trademarks, logos, texts, images, videos and other distinctive signs reproduced on any communication medium relating to the giveaway, including the Site, and on sites to which it allows access via hypertext links, are the exclusive property of their owners and are protected as such by the provisions of the Code of Intellectual Property for the whole world. Their unauthorized reproduction constitutes an infringement and can be deemed a criminal offense.

Any unauthorized reproduction of these trademarks, logos, and signs, in full or in part, constitutes an infringement and can be deemed a criminal offence.

## **ARTICLE 9 – OBTAINING THE RULES**

Rules can be sent upon request, at no cost to requestor (postage reimbursed if asked for) sent to the Organizing Company at the following address:  
613 Independence Dr. Longmont, Colorado USA 80504

Rules can be accessed on the Site.

## **ARTICLE 10 – DECISIONS OF THE ORGANIZING COMPANY**

The Organizing Company reserves the right to amend, at any time the Rules and take any decisions it deems fit relating to the enforcement and interpretation of the Rules. In particular, the duration of the giveaway can be prolonged, shortened, or **otherwise** modified. The Organizing Company will notify Entrants of such by the means it deems fit. The Organizing Company further reserves the right, without prior notice **or obligation**, to modify, prolong, shorten, suspend, postpone, or cancel the giveaway, or to modify access and/or operating procedures.

The liability of the Organizing Company may not be engaged in respect of the foregoing and the Participants may therefore not claim any compensation or indemnity of any nature whatsoever.

## **ARTICLE 11 – USE OF ENTRANT’S PERSONAL DATA**

The personal data collected from each Entrant, both during the participation in the giveaway, and, where appropriate, when a prize is awarded, are subject to the provisions of the General Data Protection Regulation (EU) 2016/679 ("GDPR").

### **Who is responsible for processing the personal data collected from each Participant?**

The person responsible for processing the personal data collected from each Participant is the Organizing Company.

### **What personal data is collected and processed in connection with participation in the giveaway and, if applicable, with the award of a prize?**

The Organizing Company will collect and process Entrants’ personal data, in particular: first name, surname, and e-mail address.

### **What are purposes of the processing Entrant’s personal data?**

Processing of Entrants’ personal data by the Organizing Company is necessary to:

- memorize their participation in the giveaway and allow the allocation of prizes
- where required, and with the Entrants’ express preliminary consent, better inform the Entrants of the new products and services, from the Organizing Company and/or Planet Handpan’s

subsidiaries, which could interest the Entrants, including but not exclusively marketing campaigns, sweepstakes, contests, customer loyalty management, customer profile setup, sales offers co-marketing campaigns, event invitations, market research, etc.

### **What are Entrant's rights?**

In accordance with the legal provisions in force, and under certain conditions, each Entrant has the right to access, delete and rectify personal data concerning him or her and may object at any time to the processing of personal data concerning him or her. They also have the right to limit the processing of their personal data. Each Entrant shall also have the right to receive the personal data concerning him/her that he/she has provided to the Organizing Company in a structured, commonly used and machine-readable format, and shall have the right to transmit such personal data to another controller if the processing is based on his/her consent or on the performance of a contract and the processing is automated. The Entrant also has the right to define directives (general or specific) concerning the fate of his/her personal data after his/her death.

To exercise all his rights, the Entrant must send his request in writing to the office of the Organizing Company, as mentioned in article 1., or by e-mail to the following address: support@planethandpan.com

### **ARTICLE 12 – FRAUD**

If it turns out that a Participant wins a prize in contravention of the Rules or by fraudulent or unfair means, such prize shall not be awarded to him/her and shall remain the property of the Organizing Company or of possible partner companies of the Giveaway, without prejudice to any legal proceedings that may be brought against the Entrant by the Organizing Company or by any third party.

Any fraud, attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Sweepstakes, or any other methods not authorized by these Sweepstakes Rules, for example, but not limited to, entering multiple times, shall be deemed as tampering and may disqualify you from entering, participating, winning prizes (defined herein), and preclude you from participating in future contests and promotions, at the sole discretion of Sponsor. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these Rules will be judged void.

Any fraud or attempted fraud for winning prizes will be prosecuted in accordance with the provisions of Articles 313-1 and following of the Criminal Code.

### **ARTICLE 13 – DISPUTE**

These General Terms (and any Specific Terms) shall be construed in accordance with and governed by the laws of England and Wales.

Except in the case of manifest errors, it is agreed and understood that the information resulting from the Giveaway systems of the Organizing Company shall have probative force in any dispute arising out of the connection elements and the computer processing of such information relating to the giveaway.

Any claim shall be sent in writing only to the headquarters of the Organizing Company, at the address set forth above in Article 1 within thirty (30) days from the closing of the giveaway. Past this thirty (30) day period, no claim will be accepted.

In case of any dispute arising out of or connected with this giveaway between the Entrant and the Organizing Company which cannot be resolved between the parties, shall be resolved before a court having jurisdiction in accordance with the provisions of the Civil Procedures Code.

No response will be provided to requests, whether oral or written, with regards to the interpretation or the enforcement of the Rules, the mechanisms or terms of the giveaway nor the list of Winning Entrants.