

**FOR FUN FESTIVAL CONTEST RULES 2022**  
*(dated August 31<sup>st</sup>, 2022)*

Please read carefully these contest rules (the “Rules”) that govern your participation in the contest (the “Contest”). By participating in the Contest, you accept without reservation the Rules. The Rules will be sent to the local Marketing Departments of Teleperformance Group and published on Teleperformance website.

**1. Organizer**

This contest is organized by Teleperformance SE, a company organized and existing under the laws of France, having its registered office at 21-25 rue Balzac, 75008 Paris, France, registered at the Paris Commercial and Corporate Registry under the reference B 301 292 702 (the “Organizer”). The Organizer is supported in the organization of the Contest by other companies belonging to Teleperformance Group. “**Teleperformance Group**” or “**TP Group**” shall mean any companies that are, directly or indirectly, owned by the Organizer.

For the avoidance of doubt, the Contest is not managed nor sponsored by TikTok, Instagram, Spotify, Apple or any other platform, app or company other than the Organizer.

**2. Duration and scope of the Contest.**

The Contest will take place from April 22<sup>nd</sup>, 2022 at 00:01am (Miami time) until December 23<sup>rd</sup>, 2022 at 11:59 p.m. (Miami time) (the “**Duration of the Contest**”) with the following categories (individually a “**Category**” and collectively the “**Categories**”) open for participation according to the timeframes below:

- **Music:** from April 22<sup>nd</sup>, 2022 at 00:01am (Miami time) until July 18<sup>th</sup>, 2022 at 11:59 p.m.(Miami time). The winner or the winners of the Music Category will be announced within 2 weeks as of July 18<sup>th</sup>, 2022.
- **Art:** from July 28<sup>th</sup>, 2022 at 00:01am (Miami time) until October 10<sup>th</sup>, 2022 at 11:59 p.m. (Miami time). The winner or the winners of the Art Category will be announced within 2 weeks as of October 10<sup>th</sup>, 2022.
- **Dance:** from October 11<sup>th</sup>, 2022 at 00:01am (Miami time) until December 23<sup>rd</sup>, 2022 at 11:59 p.m. (Miami time). The winner or the winners of the Art Category will be announced within 2 weeks as of December 23<sup>rd</sup>, 2022.

The Contest is worldwide and everyone above the age of 18 can participate, as detailed below, including employees of companies belonging to Teleperformance Group and non-employees.

**3. Conditions of participation.**

The participation in the Contest is entirely voluntary and free. (i) Current employees of companies belonging to Teleperformance Group, whether they are located on-site or working from home (the “**TP Participants**”) and (ii) other general public above the age of 18 (together with TP Participants referred to as the “**Participants**”) can participate, as detailed below. At least

one winning place in each Category should be exclusively open to **TP Participants**. The TP Participants must have a valid employment agreement or employment relationship with a Teleperformance Group company (1) at the time of participation, (2) at the time the Contest closes, and (3) at the time the winner of the prize is selected in accordance with Article 4 below. Where the winner is a TP Participant, the local Human Resources department of the Teleperformance Group company that employs the winner is responsible for confirming that the winner is a current employee of Teleperformance Group company at each of those times.

In order to participate in the Contest, a Participant must (i) have an active Tik Tok account (or an active Instagram account with Instagram Reels if a Participant is based in a country where TikTok is not available) and an active Spotify account if the Participant wishes that Teleperformance Group uses his/her song, and (ii) comply with TikTok's, Instagram's and Spotify's conditions of use. Each Participant must release TikTok, Instagram and Spotify from any liabilities regarding the Contest and may be required to sign a waiver towards TikTok, Instagram and Spotify at any time during the Contest. By participating in the Contest, each Participant acknowledges that the Contest is not managed nor sponsored by TikTok, Instagram, Spotify, Apple or any other platform, app or company other than the Organizer.

Steps to be followed to participate:

1. On the first day of the Contest the Organizer will generate a post on the TikTok and Instagram official account of Teleperformance Group (@teleperformance\_group) in which it will include #FFFGoesDigital.
2. Participants shall:
  - (i) follow [https://www.tiktok.com/@teleperformance\\_group](https://www.tiktok.com/@teleperformance_group) (the "**Teleperformance TikTok account**"), or, if a Participant is based in a country where TikTok is not available, [https://www.instagram.com/teleperformance\\_group/](https://www.instagram.com/teleperformance_group/) ("**Teleperformance Instagram account**");
  - (ii) upload the performance that the Participant is submitting for the Contest on his/her own TikTok account using a hashtag #ForFunFestival2022 and tagging **Teleperformance TikTok account** or, if the Participant is based in a country where TikTok is not available, on his/her own Instagram account using Reels and a hashtag #ForFunFestival2022 and tagging **Teleperformance Instagram account**;
  - (iii) if a Participant wishes that TP Group adds his/her original song to a playlist published at <https://open.spotify.com/playlist/1zxFTukNS4bVRk8smePr6i?si=b43cd0e9977a4b94> (the "**Teleperformance Spotify Account**"), the Participant must publish the performance of his/her original song on Spotify and send his/her unique Spotify Song Link to [globalmarketing@teleperformance.com](mailto:globalmarketing@teleperformance.com) asking to be published in the For Fun Goes Digital Playlist at **Teleperformance Spotify Account**.

Once a Participant tags Teleperformance TikTok account or Teleperformance Instagram account, the Participant provides his/her consent to Teleperformance Group to repost his/her post on Teleperformance TikTok account and/or Teleperformance Instagram account.

Once a Participant publishes the performance of his/her original song at Spotify and sends his/her unique Spotify Song Link to [globalmarketing@teleperformance.com](mailto:globalmarketing@teleperformance.com) asking to be published in the For Fun Goes Digital Playlist at Teleperformance Spotify Account, the Participant provides his/her consent to Teleperformance Group to include his/her song to playlists at Teleperformance Spotify Account to publish it in Teleperformance Group Spotify Account playlist.

#### Exclusion from the Contest:

The Organizer reserves the right to cancel the participation of a Participant for any of the following conditions: (i) fraud committed by the Participant in the framework of the Contest, (ii) publication of content that is sexually explicit or suggestive, violent or abusive to any person or any ethnic, racial, sexual, religious, professional or age group; (iii) promotion of alcohol, illegal drugs, tobacco, weapons in general or firearms in particular (or the use of any of the foregoing); (iv) promotion of any activity that may be considered unethical, illegal or dangerous; (v) dissemination of obscene or offensive language or encouraging any form of hate or hate propaganda group; (vi) defamation, libel, distortion, false or misleading information or publication of content containing detrimental or derogatory comments about other people, groups or companies; (vii) violation of any applicable laws or regulations, including, but not limited to, those governing copyright, content, defamation, privacy and publicity.

#### **4. Selection of the winner**

There will be at least 1 winner in each Category of the Contest (Music, Art, Dance): if the winner selected by the applicable Judges (as defined below) in a Category is not a TP Participant, an additional winner will be selected by the Judges in such Category among TP Participants (to ensure that at least one winner per Category is a TP Participant). Thus there may be a maximum of 8 winners (2 per Categories if the first winner under a specific Category is not a TP Participant).

The selection of the winner(s) will be made by a team of 4 English speaking TikTok influencers or artists (one influencer or artist for each Category) selected by Teleperformance Group and a representative(s) of the Organizer (the “**Judges**”). In each Category, the top 7 TikTok videos and the top 3 Instagram Reels submitted to the Contest in accordance with these Rules with the highest numbers of Likes, Shares and Comments will be submitted to the Judges of the applicable Category who will select the most original, fun and creative video for this Category. The Participants who submitted the other 9 of the 10 videos pre-selected in each Category as provided above will be considered substitute winners (the “**Substitute Winners**”) in case the main winner does not meet the requirements for participation as detailed in Articles 3 and 4 of the Contest.

The selection of the winners will take place within 2 weeks as of the end of the applicable timeframe set forth in Section 2 for each Category. The winner selected by the applicable Judges for each Category will be contacted via Direct Message (DM) or messages sent by Teleperformance Group Marketing Department on TikTok or Instagram respectively. The winner will be required to provide the following information:

- If he/she is a TP Participant, he/she shall provide his/her name, email address, CCMS ID and country of location. Teleperformance Group Marketing Department will forward this information to the local Marketing Department of the applicable Teleperformance Group company for confirmation that the winner has an active employment agreement or employment relationship with the Teleperformance Group company.
- If the winner is not a TP Participant, he/she will be requested to provide his/her name, email address and country of location. Teleperformance Group Marketing Department will forward this information to the local Marketing Department of the applicable Teleperformance Group company.

The local Marketing Department or Human Resources Department of the applicable Teleperformance Group Company will request the residence address of the winner to send the

prize via courier.

If the winner chosen among TP Participants is not an employee of a Teleperformance Group company as set forth in Article 3, he/she will be disqualified and one of the 9 Substitute Winners will be selected by the Judges for the applicable Category; if that Substitute Winner is disqualified, then the next Substitute Winner will be selected by the applicable Judges, and so on until a qualified winner among the 9 Substitute Winners is identified. If neither the first winner nor any of the 9 substitute winners are active employees of a Teleperformance Group company, the selection of the winner among TP Participants will be carried out again by the Judges of the applicable Category from the next top 7 TikTok videos and the next top 3 Instagram Reels submitted to the Contest with the highest sum of the number of Likes, Shares and Comments.

If the winner does not respond to the Direct Message sent on TikTok or Instagram by the Teleperformance TikTok account or Teleperformance Instagram account within 3 days after the Direct Message or message was sent, the substitute winner will be selected from the Substitute Winners. The winner will receive only one Direct Message or message to which he/she has to respond within 3 days as mentioned above; he/she will not receive reminders in case he/she does not respond to the Direct Message or message.

## **5. Announcement of the winner**

Teleperformance TikTok account and Teleperformance Instagram account will communicate the name and country of location of the winner(s) for each Category on TikTok and Instagram respectively and Teleperformance Group may also communicate them on Teleperformance Facebook, Twitter and LinkedIn official accounts and/or in the Metaverse and/or during a Metaverse event. This will be done once the winners have been contacted and confirmed that they meet all the requirements in accordance with Articles 3 and 4.

## **6. Prize and delivery**

### Prize

The prize to be awarded to each winner in each Category of the Contest (Music, Art, Dance) is an Apple Gift Card of an approximate value of USD\$ 1,000 or an equivalent in local currency depending on the countries where the Participants are located. The Organizer reserves the right to substitute the prize described above with another prize of substantially equivalent value. The Organizer reserves the right to complement the prize with another prize of any or no value.

The prize is nominative and cannot be attributed to a person other than the winners selected according to Article 4. The prize or the awarding of the prize shall not be grounds for any dispute whatsoever, nor for award of its monetary value in cash, nor for its exchange or replacement. Participants are informed that the sale or exchange of prizes is strictly prohibited. The Organizer shall not be liable for any incidents resulting out of the use of the prize by the winner. The prize will not benefit from any remedies or warranties, unless it is an Apple Gift Card, which will benefit from remedies or warranties as provided in respective Apple's Terms and Conditions for Apple Gift Cards.

The Organizer reserves the rights not to attribute the prize to the winner if he/she does not

comply with the requirements of the Rules.

### Delivery of the prize

The delivery costs will be borne by the Organizer. The prize will be shipped to the winner in each Category of the Contest within a maximum period of 2 months after the official announcement of the winner of the Contest by Teleperformance Group.

The Organizer cannot be held responsible for sending the prize to an incorrect address due to the negligence of the winner. If the prize could not be delivered to the winner's address for any reason beyond the Organizer's control, the prize will definitely remain the property of the Organizer.

### **7. Personal Data**

The personal data concerning the Participants, collected within the framework of the Contest on the legal basis of consent, are mandatory and necessary for the treatment of their participation and its management purposes.

By participating in the Contest, the Participants give their consent to and voluntarily authorize:

- \* the Organizer, acting as Data Controller, to collect, access and use their TikTok User Name and Instagram User Name, for sending the Direct Message (DM) and messages to the winner;
- \* the Organizer, acting as Data Controller, to republish the posts as described above and if required to add them to other For Fun Festival related content, including but not limited to, the Top most liked videos of the week, or in the creation of other videos that could be published by Teleperformance Group on social media and in Metaverse, including, without limitation TikTok, Instagram, Facebook, Twitter or LinkedIn.
- \* the Organizer, acting as Data Controller and the companies of Teleperformance Group, as processor, to process (including but not limited to collect, access, and transfer) the following personal data of the winner: first name, last name, email address, CCMS ID (for TP Participants), residence address for the purpose of participating in the Contest.

The Participants understand, acknowledge, and accept that their personal data may be transferred to countries, territories or organizations that are located outside the European Economic Area and are not recognized as ensuring an adequate level of protection by the European Commission. Furthermore, the Participants expressly and voluntarily agree, consent, give their permission to, and allow the Organizer to disclose their personal data to any companies of Teleperformance Group as well as to the third company The Influencer Marketing Factory that might be used to determine, based on built-in functionality of TikTok and Instagram, which of the videos submitted for the Contest received the highest numbers of Likes, Shares and Comments.

The Participants understand, acknowledge, and accept that their first name and last name as well as their country of location will publicly be shared by Teleperformance Group on Teleperformance TikTok account and Teleperformance Instagram account and may also be publicly shared by Teleperformance Group on Teleperformance Facebook, Twitter and LinkedIn official accounts and in Metaverse in case they are the winner of the Contest.

Teleperformance Group will retain the Participants' personal data for 2 months after the end of

the Contest. Teleperformance Group may retain the Participant' personal data for a longer period if he/she is the winner of the Contest: his/her personal data may be retained until the prize has been delivered to him/her if the prize is delivered more than 2 months after the end of the Contest.

More information about the manner in which Teleperformance processes personal data and the rights of individual data subjects in relation to their personal data are set out in the Teleperformance Global Privacy Policy and, for TP Participants, in the applicable Employee Privacy Notice as issued by the relevant company in Teleperformance Group.

The Participants understand that they may withdraw from the Contest at any time by deleting their TikTok and Instagram posts submitted for the Contest as specified in these Rules. Such withdrawal from the Contest will not affect any prior processing activities carried out or have any other detrimental effect on them.

## **8. Limitation of liability**

To the maximum extent permitted by applicable laws and regulations, any prize that becomes unavailable for any reason beyond the Organizer's control may be substituted with a similar prize of equivalent value. Teleperformance Group (including their respective officers, employees and agents) shall not be liable for any damages or losses (including, without limitation, indirect or consequential damages or losses) arising out of the Contest or use of the prize, except for liabilities that cannot be excluded by law.

Teleperformance Group shall not be liable for any incorrect, inaccurate or incomplete information provided during or in connection with the Contest if such failure to provide information is due to any cause beyond Teleperformance Group's control.

Teleperformance Group shall not be liable for any force majeure event or any other causes beyond Teleperformance Group's control.

Teleperformance Group shall not be liable for any problems or technical malfunction of any phone, network, servers, computer equipment, software, technical problems or traffic congestion, or any combination of the foregoing, or for any other technical malfunction related to or resulting from participation in the Contest, or from downloading materials related to this Contest. If, for any reason whatsoever, this Contest cannot be run as planned due to computer viruses, bugs, tampering, unauthorized interventions, technical failures or for any other reason beyond Teleperformance Group's control, Teleperformance Group reserves the right, in its sole discretion, to modify or delay the Contest, subject to written instructions in accordance with applicable laws and regulations.

Should a failure in the winner determination system result in an excessive number of winners, the Organizer will not be liable to all Participants beyond the total number of prizes announced in these Rules, i.e., one prize per Category where the first winner is a TP Participant and two prizes per Category where the first winner is not a TP Participant. In the event of such a failure, the Organizer may decide to declare the entire process of determining the winner null and void and cancel the Contest, and at its sole option, re-run the Contest at a later time. The Organizer reserves the right, however, not to cancel the Contest and to award a validly won prize if the determination of the actual winner is technically feasible and fair to all Participants.

The Organizer may cancel all or part of the Contest if it appears that a fraud has occurred in any form whatsoever, particularly in the computerized system or in the determination of the winner. In this case, the Organizer reserves the right not to award the prize to the person the Organizer identifies as committing or assisting in the fraud. Teleperformance Group shall not incur any

liability of any kind towards the Participants as a result of any fraud committed.

Teleperformance Group shall have no liability for the content and use of TikTok, Instagram or Spotify by the Participants.

## 9. Intellectual property

All brands or product names mentioned are trademarks of their respective owners.

Any reproduction, affixing, use or reference of these trademarks or of any element of the Contest, which would be made for any purpose whatsoever, on any medium whatsoever and/or by any process whatsoever, to the signs mentioned above, without the authorization of their owners, is illegal.

## 10. Consents and recommendations. Copyright.

**Teleperformance Group urges all Participants to obtain a complete physical examination from a licensed medical professional before engaging in any physical activity in the course of the Contest.**

By participating in the Contest, the Participants agree to the below:

- The Participants take part in the Contest of their own free will and personal choice, excluding any link of subordination and any professional activity
- The time spent participating in the Contest is not and shall never be considered working time.
- The Participants understand and will comply with **Teleperformance Policies on COVID-19 Coronavirus (for TP Participants only while at work)** and recommendations of respective national and local public sanitary and healthcare authorities in the country where the Participants are taking part in the Contest, including but not limited to the necessity to keep social distancing while taking part on the Contest by maintaining a physical distance between people (keeping a distance of at least one meter as recommended by World Health Organisation, at least 6 feet as recommended by U.S. Department of Health and Human Services or other distance recommended by national and local public sanitary and healthcare authorities in the country where the Participants are taking part in the Contest) and reducing the number of times people come into close contact with each other.
- The Participants represent that they are in good physical condition and have no medical reason or impairment that might prevent them from their intended participation in the Contest, that Teleperformance Group or any of its shareholders, directors, officers, employees, representatives, and/or affiliated entities (collectively referred to herein as the “**Released Parties**”) do not give the Participants any medical advice relating to the Participants’ medical or physical condition and/or the Participants’ ability to participate in the Contest.
- If the Participants have any health or medical concerns at any time before, during or after their participation in the Contest, they will immediately withdraw from the Contest and/or discuss them with their doctor, as may be appropriate.
- The Participants declare that they have their own personal insurance covering any and all bodily injuries or material damages that they may sustain while participating in the Contest, and only the Participants shall be responsible for any accident, injury or damage the Participants may sustain.

- The Participants understand that participation in physical activities is inherently dangerous and that the Participants are at risk of physical injury or death. The Participants are aware of the potential dangers of engaging in such activities.
- The Participants voluntarily assume all risk(s) of personal injury, accidents, disease and/or illness including, but not limited to, sprains; torn muscles and/or ligaments; fractures or broken bones; eye damage; cuts; wounds; scrapes; abrasions; contusions; dehydration; oxygen shortage (anoxia); exposure and/or altitude sickness; head, neck or spinal injuries; shock; paralysis and/or death.
- The Participants acknowledge that they have carefully read these Rules and fully understand that it is a release of all liability against the Released Parties. In addition, the Participants hereby waive any right that they may have otherwise had to bring a legal action or assert any claim for injury or loss of any kind against any of the Released Parties for negligence arising out of or relating to the Participants' participation in the Contest in which the Participants have chosen to participate or on account of any injury, illness, disease, accident, or damage to or loss of the Participants' personal property.
- The Participants understand that before posting any video or song within the framework of the Contest, the Participants must check whether the music eventually used is still protected by Copyright, and in the affirmative the Participants must request the authorization of its author(s)/Copyright owner(s). The Participants acknowledge that any video posted on TikTok and Instagram and song posted on Spotify must comply with the above requirements and will be of the Participants' own responsibility. Moreover, the Participants acknowledge that they will not infringe any third parties' intellectual property rights during their participation to the Contest either for the purpose of creating the video and the song.
- Without expectation of compensation or any other remuneration, now or in the future, the Participants give their consent to and voluntarily authorize Teleperformance Group to make use of the Participants' photographic images, videos, audio and testimonials that the Participants submitted to the Contest and the Participants' associated personal data, including processing (including but not limited to collection, access, and transfer), for the purpose of promoting and marketing Teleperformance Group activity related to addressing the Contest; this may include any derivative works, NFTs, videos and numeric films, printed (brochures, presentations and newsletters) and electronic publications, audios, online presentations, press releases, photo galleries, news media, social media, advertising materials, through Internet, Metaverse, online and off-line media channels, including any other media that Teleperformance Group might use to promote Teleperformance Group in the future. Such use and publications are intended for an indefinite period in any and all countries of the world. The Participants understand that those may be viewed by any person over the Internet and it cannot be ruled out that such person makes further use of those.

#### **11. Dispute and governing law.**

By participating in the Contest, the Participants accept the Rules without reservation. In the event that any provision of these Rules is held to be illegal or unenforceable, such provision shall be limited or stricken to the minimum extent necessary so that these Rules shall otherwise remain in full force and effect and be enforceable.

Any dispute must be sent to the Organizer by registered mail within one (1) month of the end of the Contest.

These Rules are governed by French laws and any dispute shall be subject to the competent jurisdiction in France.