### RULES

## VANGUARD DRAWING

#### Article 1. ORGANIZATION

Vanguard Europe – VGL SARL (hereinafter, the "Promoter"), registered with the Luxembourg Corporate and Trade Register under N° B 115795 – is organizing a free game with no obligation to purchase, called "Vanguard Game Contest", (hereinafter, the "Game") as described in these Rules.

This game shall be accessible from several Internet sites and from various social networks.

Date of the game: from 01 July 2011, for an indefinite term.

### **Article 2. PARTICIPATION**

This free Game is open to all physical persons aged 14 years or more, residing in the European Union, having access to the Internet and a valid electronic address, with the exception of the Promoter's personnel and their families, exclusive distributors of the VANGUARD brand and their dealers, as well as any person having participated in the Game's development.

All participants under 18 years of age must obtain the prior authorization of a parent or legal guardian in order to participate in the Game and accept these Rules.

The Promoter may require of any underage winner that he/she document the aforesaid authorization concerning his/her participation in the Game. The Promoter reserves the right to draw another winner by lot should an initial winner, if underage, not be able to bring sufficient proof of said authorization.

The mere participation in this Game entails the unconditional acceptance of these Rules.

# **Article 3.** MODES OF PARTICIPATION

This Game shall take place exclusively over the Internet, and is accessible from various Internet sites and social networks. It is also over mobile phones. Participation in the Game is through the completion of an entry form made available to participants.

Each participant must play in person, and shall therefore refrain from resorting, whether directly or indirectly, to any automated site-query or -request mechanism. Any attempt to commit computer fraud shall entail the straightforward elimination of its author's participation.

The participant hereby certifies that all data provided in the entry form are exact. Any false, erroneous and/or incomplete declaration shall automatically entail the cancellation of the [corresponding] participations and prizes.

Participants are hereby informed that all data provided in the entry form are needed to consider their participation and to award the prizes. Participants are therefore encouraged to ascertain the validity of said information.

In any event, in order to participate validly in the Game, the participant must strictly abide by the registration conditions, as defined where applicable, and to any other instruction which may be communicated to him/her by any other means.

Participation in each Game session is limited to one entry per home (same name, same postal address).

Likewise, failure to abide by these Rules, as well as any fraud or attempt to cheat, in any fashion whatsoever, shall entail the straightforward elimination of its author's participation.

As the Game is accessible through the Facebook platform, www.facebook.com, under no circumstance shall Facebook will be held liable in the event of any litigation related to the Game. Facebook neither promotes nor sponsors the operation. Personal data collected during the Game are intended for the Promoter.

As the Game is also accessible through accessible the Twitter platform, www.twitter.com, under no circumstance shall Twitter be held liable in the event of any litigation related to the Game. Twitter neither promotes nor sponsors the operation.

## **Article 4. DESIGNATION OF WINNERS**

One winner shall be drawn by lot for the 1<sup>st</sup> rank at the end of each Game session, from among all participants having completed and validated the entry form.

The drawing shall be conducted be the Promoter, i.e. Vanguard – VGL SARL.

The winner shall be sent an e-mail at the electronic address provided on the entry form, within the 7 days following the drawing, confirming the nature of the prize won and the manner in which said prize may be collected. Any winner who fails to respond within 7 days from the date on which the notification of his/her win is sent shall be deemed to have waived said win, and the prize shall be awarded to a new winner.

Should you be chosen as a potential winner:

- 1. You may not exchange your prize for money or any other product or service;
- 2. You may not designate another person as the winner; if you are unable or unwilling to accept your prize, we will assign it to another potential winner;
- 3. You must contact us by e-mail before the expiry date mentioned in the e-mail;
- 4. If you accept a prize, you are liable for any applicable taxes related to the acceptance of the prize, if any such exist in your country of residence or the country involved.

### Article 5. PRIZES

The list of prizes shall be updated on the site over the course of the various sessions.

# Article 6. MODIFICATION OF GAME DATES; EXTENSION OF THE NUMBER OF PRIZES

The Promoter shall not be held liable if, in the event of force majeure or of any event beyond its control, it were to cancel this Game. Furthermore, it reserves the right to extend or limit the Game's participation period, to postpone it, or to modify the conditions thereof; under no circumstance shall the Promoter be held liable for any of these actions. Additions and modifications to these Rules may be published in the course of the Game. They shall be deemed to be appendices to these Rules. Any change shall be the subject of prior information using any

suitable means after filing of the amendments with the legal office of the Bailiff, custodian of these Rules.

### Article 7. USE OF WINNERS' IDENTITY

Should they be declared winners, it is expressly agreed that participants to the Game hereby allow the Promoter to use, for advertising purposes, their full name and city of residence, without any restriction or reservation; this shall not entitle them to any remuneration, right or advantage other than the award of their prize.

# **Article 8.** FILING OF RULES

Participants to this Game hereby accept these Rules in their entirety, as filed with the legal office of Bailiff Carlos CALVO, located at 65, Rue d'Eich., L-1461 Luxembourg; said Rules may be obtained upon simple request at the address of the legal office during the entire term of the Game.

### Article 9. REFUND OF PARTICIPATION EXPENSES

A refund for postage related to the request for the Rules (applicable 2<sup>nd</sup>-class postage rate) may be obtained upon simple request at the address of the Promoter, after appending the relevant banking details (R.I.B., R.I.P, or R.I.C.E.).

No refund may be claimed for expenses related to the use of an Internet connection for the purpose of participating in the Game.

### Article 10. LIABILITIES

Participation entails the knowledge and acceptance of the characteristics and limitations of the Internet, the lack of protection against possible hacking or theft of certain data, and risks of infection by any virus which may be circulating over the network. The Promoter rejects any liability, whether direct or indirect, in the event of any misuse of, or incident related to, the use of the computer, the Internet access, the maintenance or malfunction of Games servers, the telephone line or any other technical connection, to the forwarding of forms to an incorrect or incomplete address.

It is the responsibility of each participant to take all suitable measures to protect his/her own data and/or software stored on his/her computer equipment against any attack. All personal connections to the site and all player participations in the Game shall be under the sole liability of the persons involved. The Promoter may not be held liable for the fraudulent use of connection rights or for the award of prizes to a participant, unless the existence of a significant error by the Promoter can be demonstrated.

The Promoter reserves the right to disqualify any participant who ahould alter the progress of registration to the Game and to cancel, shorten, modify, postpone, extend or suspend the Game, should in the Game's computer servers present any malfunction resulting, particularly, from bugs, alterations, unauthorized interventions, frauds, technical anomalies, or any other cause attributable due to a participant which would affect the administration, security, fairness, integrity or good progress of the Game. The Promoter shall do its best to grant access to the Game. The Promoter may, at any time, and particularly for technical, update, or maintenance reasons, suspend access to the site and to the Game. Under no circumstance shall the Promoter be held liable for such interruptions and their consequences. No indemnity may be claimed therefor.

Participants are informed that, when accessing the Game's Internet site, a cookie may be stored on the hard drives of their computers. This is a small computer file which allows their visits to the Game's Internet site to be recorded. Cookies serve to identify each participant, to allow them to access information more quickly by avoiding the need for them to re-enter it. Under no circumstance can they damage the data found on their computer. A participant may reject the registration of such a cookie, or may choose to be informed of the registration of said cookie on his/her hard drive, by configuring his/her browser software (participants are encouraged to refer to the terms of use of their navigators regarding this functionality). Once such a configuration as been carried out, participants still retain the ability of reaching the Game's Internet site and to participate in the Game.

Furthermore, under no circumstance shall the Promoter be held liable for any routing problem or loss of postal or electronic messages (particularly as regards the routing of awards). The winner shall lose any prize sent him/her by the Promoter should said prize remain unclaimed or be returned for any other reason by the postal service; such a prize would remain the property of the Promoter. The Promoter may not be held liable for the improper operation of the Internet network, nor for any delay, loss or damages resulting from postal and administration services.

### Article 11. INTELLECTUAL, LITERARY AND ARTISTIC PROPERTY RIGHTS

All images used on the Game site, all objects represented thereon, all commercial brands and trade names mentioned, all graphic elements, computer data and databases comprising the Game site, are the sole property of their respective owners and may not be extracted, reproduced or used without the written authorization of said owners, under penalty of civil and/or criminal action. Any similarity of Game characters or elements with other fictional characters or other game elements currently in existence is merely accidental and neither the Promoter nor its service providers shall be held liable therefor.

### Article 12. ASSIGNMENT OF JURISDICTION; INTERPRETATION OF THE RULES

Participants are subject to Luxembourg laws applicable to games and contests, regardless of their country of residence within the European Union.

Participation in this Game entails the acceptance, without any reservation, (i) of these Rules and all of their stipulations; (ii) of the ethical rules applicable to the Internet (netiquette, charter of good conduct, etc....); and (iii) of applicable Luxembourg laws and regulations, and more particularly of the applicable provisions regarding games and lotteries. No telephonic or written communication regarding the interpretation or application of these Rules, the Game's mechanisms or modes, or the list of winners, shall be answered.

All challenge which may be raised concerning the interpretation of the Rules shall be decided by the Promoter. Should any challenge arise, it shall only be admissible if sent by recommended post with acknowledgement of receipt within 30 days of the Game's closing date. Except in the case of evident errors, it is agreed that the information resulting from the Promoter's Game systems shall have probative value in any dispute regarding Game-related connection elements and the processing of the aforementioned information. Prior to any legal proceedings related to or concerning these Rules (and more particularly their application or

interpretation), the participants agree to seek an amicable resolution with the Promoter.

Any dispute which could not be resolved amicably shall be submitted to the courts having jurisdiction where the Promoter has its head offices, unless otherwise specified by applicable public law.