# **TERMS AND CONDITIONS FOR RQS CONTEST**

**RULE 1 – SUMMARY** Snorkel Spain SLU, with registered address C/ Vilar d'Abdelà 5, nau 1 08170 Montornès del Vallès, Barcelona, Spain and with the Company Tax Code B65812810 is organizing and activity called "RQS Growers Survey" (hereinafter the "Activity") aimed exclusively at individual visitors of the Royal Queen Seeds web page (<a href="https://www.royalqueenseeds.com">www.royalqueenseeds.com</a>) and reachable contacts hold in the Database. Participants agree to receive information relating to Royal Queen Seeds products and shall participate in accordance with these terms and conditions.

In these terms and conditions, Snorkel Spain SLU shall also be referred to as "Royal Queen Seeds" or "RQS".

The process for participating in the Activity and how it will be carried out will be communicated and promoted on the Royal Queen Seeds official website (<a href="www.royalqueenseeds.com">www.royalqueenseeds.com</a>), and on Royal Queen Seeds' social media, among other means of communication.

For those who participate, one (1) person will be awarded a prize, by means of the draw described in Rule 7. The main prize winner will receive 500 Euros in a gift card to spend on the RQS webstore.

(five hundred Euros) by means of a Paypal transfer.

Participants must be 18 years or older at the time of participation.

The geographical scope of the promotion is the whole world.

## RULE 2 – PERIOD OF PARTICIPATION AND PUBLICATION OF THE TERMS AND CONDITIONS.

The period of participation on this Activity will begin on 03 April 2023 and will end on 30th of April 2023 at 23:59 CET.

These terms and conditions will be published on the RQS's official website (www.royalqueenseeds.com) to make all participants aware of the procedure for participation and to make participants aware how the Activity and the prize draw will work.

# RULE 3. - AUTHORISATION FOR THE USE OF PERSONAL DATA

A. **DATA CONTROLLER** – Your personal data will be processed by Snorkel Spain SLU, with registered address at Carrer Vilar d'Abdelà 5, nau 1 08170 Montornès del Vallès, Barcelona, Spain and Tax Code (NIF) B65812810.

B. **PURPOSES, LEGITIMATE BASIS, AND RETENTION PERIOD:** The data will be processed for the following purposes:

PROCESSING	PURPOSE	LEGITIMATE BASIS AND
		RETENTION PERIOD
Commercial consent for	Your personal data will be	Any information that we
participation in the Action	processed to manage your	may have in relation to your
	subscription to RQS'	participation in this Activity
	commercial	will be processed until the
	communications (marketing,	end of the activity. All your
	digital products,) for	other personal data will be
	participation in the Activity	processed while you
	and to carry out all the	continue to subscribe to the
	procedures set out in these	RQS' commercial newsletter
	legal terms and conditions.	or until you unsubscribe
		from your RQS account.
	Under all circumstances, as	
	described in these terms	If you win, your personal
	and conditions, participants	data will be processed for a
	must be registered as Leads	period of no more than 20
	and must agree to receive	years, or until you oppose
	information about Royal	the processing by sending
	Queen Seeds products and	Snorkel Spain SLU a written
	any data processing which	notice.
	will be carried out in	
	accordance with the Snorkel	
	Spain SLU Privacy Policy.	

- C. COMMUNICATION OF DATA: Your data will not be transferred, sold, rented or made available in any form to any third party, except to providers of services to ROYAL QUEEN SEEDS, who perfom certain activities for the RQS (such us UPS, for example, to send the prize), but those third parties will not process the data for their own purposes under any circumstances. Some of these providers may be located outside the European Union, as indicated below.
- D. **INTERNATIONAL TRANSFER OF DATA**: Royal Queen Seeds, as an international entity, has international suppliers that may provide their services from outside the EU.

Therefore, it is possible that your data may be processed outside the European Union or the European Economic Area (for example, data storage, management of requests for information, or requests to provide services to members, etc)

In any event, Snorkel Spain SLU, will ensure that any processing of such data will always be protected by the appropriate guarantees, which may include:

- Standard Clauses approved by the EU.
- Third-party certificates.
- E. **DURATION OF THE PROCESSING**: All the data you provide us with will be processed in accordance with the provisions indicated in sections A and B above.

After the indicated period, RQS will retain your data, duly anonymized, for statistical purposes or market studies, wherever possible, or duly blocked to comply with any legal obligation on RQS.

### F. EXERCISING YOUR RIGHTS

You may exercise your rights of access, rectification, erasure, opposition, restriction or portability in writing by sending a letter to the address Carrer Vilar d'Abdelà 5, nau 1 08170 Montornès del Vallès, Barcelona, Spain with the reference "Personal Data", or by sending an email to support@snorkelspain.com

You may also revoke the consent given or you may object to the processing data, provided that this is possible in accordance with current legislation. Without prejudice to the above, the revocation of consent or opposition to any processing may mean that we are unable to provide certain services.

Should you have any queries, questions or complaints about how we process your personal data, please contact <a href="mailto:support@snorkelspain.com">support@snorkelspain.com</a>. If you not receive a response within two months, you may file a complaint with the Spanish Data Protection Agency.

# **RULE 4 – REQUIREMENTS AND MECHANICS OF PARTICIPATION**

All those interested in participating in the Activity, regardless of their status as members or associates of Royal Queen Seeds, meet the following requirements:

a) Only people who submitted their participation in the ""RQS Growers Survey" landing page [https://www.royalqueenseeds.com/content/120-survey] will be able to participate in the activity.

- b) Each participating person will have only one (1) participation in the prize draw and, therefore, will be able to register only once. Any duplicate entries will be checked by the RQS team, and only one (1) entry per participant will be accepted. Any additional entries that are be made by the same person will be canceled.
- c) A single (1) file will be created as a result of the correct "participation registration" as stated and indicated in these terms and conditions, regardless of the language in which this participation is registered.

### **RULE 5 – MECHANICS OF THE DRAW**

- a) In the event that no one participates, no draw will be held and the draw will automatically be declared canceled.
- b) In the event that only one (1) person participates in the Activity, no draw will be necessary, <as this person will automatically be considered the winner of the prize draw. Therefore, this person will be awarded the respective prize directly, without the need to hold a draw. Under all other circumstances, it will be necessary to carry out a draw, only among people who have registered correctly for the Activity regulated by these terms and conditions ("participants"), amongst whom a total of one (1) winner will be chosen. The winner will win 500 Euros in a gift card to spend on the RQS webstore. Therefore, people who have not registered correctly for the activity will be excluded from the draw.
- c) Participants will be assigned a sequential number based on the chronological order of participation, producing a consecutive range of numbers (e.g. from 1 to 500).
- d) The draw, if necessary, will be carried out by means of a computer system that, based on random combination selected by computer, will select at random three (3) numbers from those assigned to the participants who have correctly registered for the activity. The first one (1) will have the status of "winner" and the remaining two (2) will have the status of "reserves".
- e) The draw will take place on the 2<sup>nd</sup> of May 2023.
- f) Once the draw has been held, we will communicate to the winner at the email address provided when registering to participate in the Activity, along with information regarding the logistics for sending the prize.
- h) By participating in this prize draw, those who take part in it EXPRESSELY ACCEPT (i) these terms and conditions and (ii) that if they win the Activity, they will receive a prize winner email sent by Royal Queen Seeds to the email address provided when registering to participate, which will serve as proof, in general terms, of the communication made by Royal Queen Seeds. In the event that the winner does not respond within twenty-four hours (24 hours) to the prize winner email sent by Royal Queen Seeds, for any reason or circumstance outside the RQS' control, this person will lose their right to the prize, which will then be

awarded to the next person on the list of reserves by means of a prize winner email, or failing that moving on until a winner is declared.

#### **RULE 8. PRIZE**

The first prize winner will receive as a prize 500 Euros in a gift card to spend on the RQS webstore.

The prize is not transferable under any circumstances, neither though *inter vivos* (between living persons) nor *mortis causa* (by means of inheritance) transfers.

Under no circumstances may the prize include any item other than the one described above or be substituted for its value in cash.

#### **RULE 9. ACCEPTANCE OF THE PRIZE**

The winner having been informed of their winner status, must give an express response by email within 48 hours, indicating (i) acceptance or (ii) rejection of the prize with which they have been awarded. Failure to respond within 48 hours will be regarded as a rejection. Furthermore:

a) If they accept, the prize may then be delivered under the conditions indicated to the winner by RQS, signing a document that will contain the express acceptance of the prize and the correct receipt of said prize, declaring that they do not have anything further to claim or demand from Snorkel Spain SLU.

In case of acceptance, the winner must indicate their name, surnames, telephone number and postal address.

b) The aforementioned prize cannot be exchanged for another prize or for its cash value, and the subsequent person on the list of reserves will automatically, become the winner, and awarded the prize, following the same procedure, moving on until a winner is declared.

# **RULE 10. ACCEPTANCE OF THE TERMS AND CONDITIONS**

Participation in this Activity implies the express and full acceptance, without reservations, of:

- a) these terms and conditions
- b) the mechanics of participation and the draw;
- c) the use and processing of the participants' personal data under the terms established in these terms and conditions.

Should there be any disputes regarding the Activity and/or the interpretation of these terms and conditions, any litigation will be summited before the Courts of Barcelona, with the participants in this Activity expressly waving any other jurisdiction to which they may be entitled. These terms and conditions are governed by the laws of Spain.

### **RULE 11. COMMUNICATIONS RELATING TO THE ACTIVITY**

Communications related to the Activity and the draw, if applicable, as well as the processing thereof, will be published on Royal Queen Seeds' media, such as RQS' official website (<a href="www.royalqueenseeds.com">www.royalqueenseeds.com</a>) where these terms and conditions will be also published.