



TERMS AND CONDITIONS OF THE DRAW

“Create your business 100% digitally with Qonto”

Version dated October 23, 2023.



1. Purpose

The purpose of these Terms and Conditions (hereinafter the "**Terms and Conditions**") is to define the rules and conditions of participation in the draw - "Create your business 100% digitally with Qonto" (hereinafter the "**Draw**") organised by Qonto.

You are informed of the Terms and Conditions on the Typeform used for registration to the Draw. You can ask for a copy of these Terms and Conditions at any time at contact@qonto.com.

Participation in the Draw implies full and unreserved acceptance of the Terms and Conditions and [Privacy Policy](#) of Qonto.

Qonto reserves the right to carry out any verification required for the application of this article.

2. Conditions of the participation in the Draw

The Draw is valid starting from **October 23rd, 2023 at 12 am** until **November 1st, 2023 at 12 pm**.

To be eligible, users must :

- be located in Spain with a national identity document or a permit to work in Spain ;
- confirm their interest, by filling the form on the social media post (i.e. Meta) presenting the draw, and fill in the Typeform they will receive in their confirmation email ;
- have accepted these T&Cs and the terms and conditions of the Qonto payment account.

The following are excluded from the Draw and may not participate :

- corporate officers and employees of Qonto ;
- officers and employees of Qonto's partners or any other company involved in the organization of the Draw ;
- family members of the above.

Participation in the Draw is free of charge.



There can only be one entry per Participant (same surname, same first name, same postal address) during the entire Draw period. Entry on behalf of another person and joint entries are not permitted.

By taking part in the Draw, you guarantee that you are eligible to do so.

We reserve the right to amend or modify the Terms and Conditions of the Draw at any time for any legitimate reason, in particular in the event of fraud or force majeure, and to reject entries from Participants who do not respect the spirit of the Draw or who violate these Terms and Conditions.

Any changes to this policy will be notified to Participants by email.

3. Selection of the Winner

The selection of the winning Participant (hereinafter the "**Winner**") will be randomly decided by Qonto.

There will be one (1) Winner out of all Participants.

This result will be final and Qonto will not engage in any correspondence or discussion.

4. Delivery of the Prize

By taking part in the Draw, you might be eligible for a reward (the "**Prize**").

One (1) Prize in total will be randomly awarded to the Winner :

A fully digital company creation process

The company creation process will start from the 1st of November in order to be able to sign the company on the 9th of November.

The Prize is neither negotiable nor transferable. No cash payments may be made in place of the Prize.

If the Winner refuses his/her Prize, the said Winner loses the benefit of his/her Prize.



A Prize may not be exchanged, reimbursed or paid in cash.

Qonto will contact the winner personally via email by the date of 01/11/2023 before 11:59 pm. Only the winner will be contacted.

If the Winner cannot be contacted or is unavailable, or has not claimed the Prize within two (2) days of the date of the Draw, or is unable to comply with the Terms and Conditions, we reserve the right to offer this Prize to a new Winner who will also be randomly selected.

5. Limitation of liability of Qonto

Qonto disclaims all liability in the event of cancellation and/or disruption of connections for reasons beyond its control (such as, in particular, malfunction of telecommunications or telephone installations of Participant, incorrect data entry).

Qonto shall in no event be liable for any damages whatsoever (personal, physical, material, financial or otherwise) incurred by the Participant as a result of participation in the Draw or use/results of the Prize.

Qonto may not be held liable if, in the event of force majeure as defined in article 1218 of the French Civil Code or justified necessity, it is obliged to cancel, shorten, suspend, extend or modify the conditions of the Draw.

6. Authorization to use the Participant's name

Qonto has the right to communicate freely about the Draw and about the results and the name of the Winner.

To this end, each Participant, by taking part in the Draw, authorises Qonto to mention the Draw on any media desired by Qonto and to undertake advertising related to the Draw. In addition, the results may be used and distributed by Qonto, subject to respect for the privacy of the Participants.

The Winner authorises Qonto to fix, reproduce, broadcast, and communicate his/her name to the public, in particular through electronic communications networks like internet (fixed or mobile), any social networks known or unknown to date and the Qonto website.



The present authorization includes the right to use the Winner's name for promotional and advertising purposes related to the Draw.

This authorization is granted for the entire world and for a period of three (3) years.

7. Personal data

Qonto will process Personal Data in accordance with its [Privacy Policy](#) :

- For the purposes of the Draw, Qonto, as data controller, will need to process Personal Data of Participants. In particular, Qonto will need to process the following data: email address, company name, first name, last name (the "**Personal Data**").
- The Personal Data is collected, stored and processed only for the purposes of the Draw and delivery of the Prize and will be stored for a maximum duration of two (2) months following the Event, unless the Participant has given his/her consent to receive commercial and marketing communications, in which case Qonto will keep the Personal Data for three (3) years.
- Qonto guarantees that the consent checkbox will be unticked when the Participants access the page, so that they must make a clear, affirmative action.
- Participants must ensure that information provided is complete and accurate.
- Qonto undertakes to process the Personal Data in accordance with current legislation applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which entered into force on 25 May 2018, as well as any implementing texts such as "guidelines" (the "**GDPR**") and any other implementing texts relating to data protection which may be applicable (together "**Applicable Regulations**").
- The Personal Data may be transmitted to any provider of services to Qonto solely for the purposes of organizing the Draw, delivery of the Prize, and where applicable, commercial and marketing communications. Such transmission will be subject to an obligation of confidentiality.
- The Personal Data will not be the subject of external communication other than that provided for above, except in order to comply with legal or regulatory requirements or at



the request of an administrative authority or a court, in accordance with the Applicable Regulations.

- Pursuant to the Applicable Regulations, every participant has rights of access, rectification, erasure, restriction of processing, copying, refusal of processing, and a right to the portability of his/her Personal Data.
- To exercise these rights, Participants may send a letter to the following address accompanied by any available proof of identity: 18 Rue de Navarin, 75009 Paris, or an email to the following address: dpo@qonto.eu.
- Participants are also informed that they have the right to lodge a complaint with the competent supervisory authority.

9. General

Any questions, comments or complaints related to the Draw should be addressed to Qonto at contact@qonto.com.

If there are any grounds to believe that there has been a violation of these Terms and Conditions, Qonto has the right to exclude from the Draw or to disregard the participation of any Participant who fails to comply with the provisions of the Terms and Conditions.

Qonto may cancel, suspend, interrupt or modify the Draw for any legitimate reason (in particular, in the event of suspicion of fraud, cheating or any case of force majeure). In such a case, Qonto reserves the right not to award any Prize to any fraudulent person and/or to prosecute the perpetrators of such fraud before the competent courts.

Particularly, if Qonto has good reasons to believe that a Winner is making fraudulent or wrongful use of the Prize, Qonto reserves the right to revoke the benefits conveyed by the Prize and to take any other appropriate action (e.g. reimbursement). For example : Participants using the Draw to open a Qonto account for the sole purpose of receiving the Prize before closing the account after six (6) months.

The Terms and Conditions are governed by French law. In the event of a dispute relating to the interpretation and execution of the Terms and Conditions, Qonto will seek an amicable solution to the dispute with the Participants. Failing amicable settlement, any dispute arising from its validity, interpretation or execution shall be submitted to the exclusive jurisdiction of the French courts.

