



TERMS AND CONDITIONS OF THE CONTEST

"LinkedIn social media contest"

Version dated November 29th, 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 (hereinafter the "**Contest**") organised by Qonto.

You are informed of the Terms and Conditions on Qonto's social media post. You can ask for a copy of these Terms and Conditions at any time at contact@qonto.com.

Participation in the Contest implies full and unreserved acceptance of these 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 Contest

The Contest will begin with a LinkedIn social media post on **November 29th, 2023** and will end with the designation of the Contest Winners on **December 5th, 2023**.

The Contest is open to all social media users who are natural persons of legal age (hereinafter a "**Participant**").

To enter the Contest, Participants must :

- comment on the social media post (i.e. LinkedIn) presenting the Contest ;
- be located in France with a national identity document or a permit to work in France ;
- have accepted these Terms and Conditions and the terms and conditions of the Qonto payment account.

The following are excluded from the Contest 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 Contest ;



- family members of the above.

Participation in the Contest is free of charge.

There can only be one entry per Participant during the entire Contest period. Entry on behalf of another person and joint entries are not permitted.

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

We reserve the right to amend or modify the Terms and Conditions 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 Contest or who violate these Terms and Conditions.

3. Selection of the Winner

The selection of the winning Participants (hereinafter the "**Winner(s)**") will be randomly decided by Qonto among all those who correctly answered the question asked in the social media post.

There will be three (3) Winners 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 Contest, you might be eligible for a reward (the "**Prize**").

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

Three (3) months free on any subscription plan to Qonto services.

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 Winners personally via LinkedIn by the date of December 5th before 11:59 pm. Only the Winners will be contacted.

The Winners will inform Qonto of their situation to determine the subscription plan corresponding to their needs, and will provide Qonto with an email address on which they will receive the Prize.

If a Winner cannot be contacted or is unavailable, has not claimed the Prize within two (2) days of the date of the Contest, 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 Contest 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 Contest.

6. Authorization to use the Participant's name

Qonto has the right to communicate freely about the Contest and about the results and the name of the Winners.

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



Each 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 Contest.

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 Contest, Qonto, as data controller, may need to process Personal Data of Participants. In particular, Qonto may 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 Contest and delivery of the Prize and will be stored for a maximum duration of two (2) months following the Contest, 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.
- 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 the Contest, 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 Contest 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 Contest 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 Contest 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).

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.

