

“4TH PHASE” CONTEST RULES

Article 1: Subject

NA PALI, a simplified joint stock company with a capital of 59 096 100 euros (€), registered with the Bayonne trade register (RCS) under number 331 377 036, and with its head office at 162 rue Belharra, in Saint Jean de Luz, France (hereafter referred to as the “Organising Company”), is holding a **free contest with no purchase necessary from August 17th 2016 to September 7th 2016 included until midnight French Time**, via a Newsletter.

Article 2: Participation conditions

This contest is reserved to people receiving the Newsletter within five (5) areas concerned by the “4TH PHASE” movie preview showing (hereafter referred to as “Participant(s)”).

By exception, are excluded of this game: employees (and their family members, parents or allies in direct or collateral line in the first degree) of Organising Society, its subsidiaries and any physical or legal person that has been involved in the concept of this contest.

The Organising Company draws attention to the fact that all minors who enter the contest shall be deemed to enter under the control and with the consent of their parents or legal custodian(s) or guardian(s).

Article 3: Participation Procedure

To enter the contest, Participants must simply access to the formulary-link in order to complete the formulary form with the information required.

Participant must complete the formulary within the limited period indicated in the received Newsletter:

- From August 17th 2016 to August 24th 2016,
- or
- From August 24th 2016 to September 7th 2016.

Each Participant (same name, same email address, same shipping address) may submit only one entry to the Contest. If a Participant submits multiple entries, only the first entry received by the Organising Company will be taken into account.

Any erroneous or incomplete entry form cannot be taken into account and will be considered null and void. In particular, entry forms will not be taken into consideration if the contact information provided is incorrect or incomplete, if they do not comply with the terms of these rules, if they are submitted multiple times, or if they are sent after the end of the Contest.

Article 4: Selection Procedure

The winners of the prizes mentioned at article 5 hereafter will be selected in a random draw.

This random draw will be done by the Organising Company with witnesses, at the latest on **Friday September 9th 2016 included**, from among the properly registered contestants.

This random draw will point out fifteen (15) winners per concerned by the “4TH PHASE” movie preview showing.

The winners will be informed of the result by email at the latest **Tuesday September 16th 2016 included** at the email address provided in his/her entry form. No message will be sent to non-winning contestants.

The winners shall authorize all checks regarding their identity and their domicile.

It is expressly agreed that the data in the information systems owned by the Organising Company or its technical service providers have evidentiary weight in terms of login data and in determining the winners.

Article 5: Prize

Each winner will win the prize including two (2) tickets whose market value is 20 euros (€) for the “4TH PHASE” movie preview showing.

Prizes will be awarded by our partner Redbull to winners by e-mail. Tickets printing remain the winner's responsibility.

Winner will be accompanied by a chosen person. If the winner is minor or legally incapable, he will be authorized to leave only if is accompanied by one of their parents or one of their legal curator(s)/guardian(s), this accompanying person must be present throughout the enjoyment of the prize duration.

However, this prize does not include other potential expenses as transport, accommodation or personal expenses. The winner and his companion expressly acknowledge and agreed that any additional cost remain their own charge. It is expressly stipulated that any problem relating to insurance, particularly civil liability, repatriation and/or travel assistance insurance, will be at the sole expense of the winner and remain at his/her sole discretion.

No purchase of any kind is necessary in order to enter the contest or win any prize, and chances of winning are not enhanced by making any purchases.

Article 6: Intellectual Property

Contestants authorize in advance and without any restriction or reserve the organizer to use free of rights their names, their images and their photos for a commercial or a public relation purpose, without conferring to them any payment, right or advantage for any title.

Article 7: Processing of Personal Data

It is reminded that to enter the Contest, the contestants must necessarily provide certain personal information relating to them (name, address, etc.). This information is recorded and saved in an electronic file and is essential to the eligibility of their entry, the determination of the winner and the attribution and routing of the prizes. This information is provided to the Organising Company and may be submitted to its technical service providers and a service provider handling the shipping of the prizes.

In entering the Contest, the contestant may also register to receive an email newsletter from the Organising Company's partners. The data thus collected may be used within the legal framework.

In accordance with French law no. 78-17 of 6th January 1978 relating to information technology, files and freedom, contestants have the right to access, modify or delete the data relating to them. To exercise these rights, contestants must send a letter to the following address: NA PALI SAS, Julien BERTOL, 162 rue Belharra, 64500 Saint Jean de Luz, France

Article 8: Liability Discharge

The Organising Company declines any liability for any dispute concerning the way of awarding the prizes.

The prize(s) will be accepted as it(they) is(are) described on the Contest web site. They cannot be exchanged or returned, nor can they be substituted with financial compensation or the financial equivalent of the prize. No change (in date(s), prize(s), etc.) for any reason whatsoever may be requested of the Organising Company. It is stipulated that the Organising Company will not provide any guarantee or support services, as the prize(s) consist solely in the awarding of the prize(s) specified for the Contest. If there is a date for the use of the prize(s), no date change will be accepted. In this case, the date for the use of the prize(s) will be specified at the time the prize(s) are awarded. In any event, the terms and conditions for the awarding of the winnings, the acceptance and the use of the prize(s) will be as per the terms defined or stipulated by the Organising Company and which the winner undertakes to accept, failing which the Organising Company reserves the right to designate another winner. Any complaints concerning the awarding of the prizes may not consist in financial compensation and/or financial equivalent.

The Organising Company reserves the right to replace the prize(s) with prizes of equivalent value, without the winner having the right to lodge any complaint whatsoever in this regard.

The Organising Company may not under any circumstances be held liable for any delay in awarding the prize(s) or in the event that the winners cannot be awarded the prize(s) for reasons beyond the control of the Organising Company. If the prize(s) cannot be sent by post, the terms for accepting it(them) will be specified to the winner(s) in the prize confirmation email or by any other means at the convenience of the Organising Company.

The participants as well as their parents or legal curator(s)/guardian(s) fully release and forever discharge the Organiser Company as well as any of its affiliates from all claims, damages, actions, suits or judgements that may arise from any of injury of any kind that the participants or his accompanying may sustain from the enjoyment of the prize awarded. It is expressly acknowledged by the winner and his accompanying that the Organising Company

declines any liability for any injuries or damages of any kind that may arise from the enjoyment of the prize awarded and/or result from its use.

Entering the contest implies the contestant's knowledge and acceptance of the Internet's characteristics and limitations, particularly with regard to technical performance, response times when checking, querying or transferring data, the risks of interruption, connection-related risks, the lack of protection against possible diversion of certain data and risks of contamination by any viruses in circulation on the Internet. The Organising Company may not be held liable, in particular, for malfunctions that may affect the Internet or for any problem with the configuration or relating to a specific browser.

The Organising Company does not guarantee that the Internet site and/or Contest shall operate without any interruption, that they do not contain any computing errors, or that any detected errors will be corrected.

The Organising Company may not be held liable in the event of a technical malfunction in the Contest, if contestants are not able to log on to the Contest website or to enter the Contest, if it does not receive the data relating to a contestant's entry form for any reason for which it may not be held liable (for example, an Internet connection problem due to any reason at the user's premises), or if an entry form is illegible or impossible to process (for example, if the contestant has hardware or a software environment that does not comply with his/her subscription) or in the event of email routing problems. Contestants will not be entitled to any compensation in this regard.

Moreover, the Organising Company may not be held liable for any damage, material or immaterial, caused to contestants, their computer equipment and the data stored therein, or for any direct or indirect consequences that may ensue, particularly consequences on their personal, professional or commercial activity.

Article 9: Regulation's scope

Entering this contest implies full and unreserved acceptance of the terms set out in these rules.

Any breach of a term of these rules will disqualify the contestant who has committed the breach. Any dispute on the interpretation of the rules will be settled by the organisers.

Any complaint must be sent before **Wednesday September 7th 2016**, by registered letter with acknowledgment of receipt to Monsieur Julien BERTOL, NA PALI SAS, 162 rue Belharra, 64500, Saint-Jean-de-Luz, France. These complaints may only concern material conditions of the Contest's implementation.

Article 10: Right of Amendment

The Organising Company reserves the right to revise these rules at any time and to take any decisions it deems useful for the application and interpretation of the rules. The Organising Company may inform contestants of a revision by any means of its choosing. The Organising Company also reserves the right to modify, extend, cut short, suspend or cancel the Contest, without warning, due to an event beyond its control, and in particular in the event of force majeure or an act of God. The Organising Company reserves the right, in particular, if there is due cause, to declare invalid and/or cancel all or part of the Contest if it

appears that fraud or malfunctions have occurred in any form whatsoever, particularly in computing aspects within the framework of entry to the Contest or determination of the winner(s). In this case, it reserves the right not to award the prize(s) to the fraudulent contestants and/or to commence legal proceedings against the persons having committed the fraud. An act of fraud immediately disqualifies the person having committed it.

The Organising Company will not be liable in regard to the forgoing, and therefore the contestants will not be entitled to any indemnity or compensation of any nature.

Article 12: Filing with a bailiff

These rules are on file at the office of SCP DAGUERRE & MORAU, Bailiff in Saint Jean de Luz (France).

They can be sent free of charge on written request submitted to Mr Julien BERTOL, NA PALI SAS, 162 rue Belharra, 64500 St Jean de Luz (France). The cost of postage for the contest rules will be reimbursed on simple request (2nd-class rate in force).

The present rules exist also in French. In case of conflict between the French and the English version, the French version will be binding and will prevail.

Article 13: Applicable Law and competent Court

THE ENFORCEMENT OF THESE RULES IS SUBJECT TO FRENCH LAW ALONE. THE PRESENT AGREEMENT IS SUBJECT TO FRENCH LAW AND ANY AND ALL DISPUTES BETWEEN THE PARTIES WILL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COURT IN BAYONNE, FRANCE.