

## My Ideal Restaurant

### Rules for the Challenge

This challenge is open to any restaurant with a sustainable initiative. It is organized by the Edenred group on a dedicated website ([www.myidealrestaurant.org](http://www.myidealrestaurant.org)) and aims at choosing 2 restaurant's projects to be implemented with the support of the Edenred group.

#### 1. Object

Edenred SA, a French *société anonyme* with a share capital of 467.359.690 €, having its registered office situated at 166-180, boulevard Gabriel Péri, 92240 Malakoff, France, registered with the Register of Commerce and Companies of Nanterre under number 493 322 978 (the "**Administrator**") organizes a challenge ("the **Contest**") to promote sustainable restaurants' initiatives on the website accessible at URL address [www.myidealrestaurant.org](http://www.myidealrestaurant.org) subject to the conditions described above.

#### 2. Conditions of participation

The Contest is open to restaurants within 39 countries where Edenred operates its business (the list of which is detailed below). The project submitted shall be implemented in the coming months. The restaurant is represented by a person (the "Contact" in the application form) who shall submit the online application form.

No purchase is necessary to participate in the Contest.

#### For restaurants

To participate in the Contest, the restaurant shall meet the following conditions:

- 1) it shall be a legal entity validly existing and registered under the laws applicable where it is located (in addition, if it is located in Brazil, it shall also be an affiliate of the Edenred group).
- 2) it shall not belong to any restaurants chain
- 3) it shall carry out its business within one country where Edenred operates its business
- 4) it shall have a valid bank account for payment purposes
- 5) it shall fill in the questionnaire on [www.myidealrestaurant.org](http://www.myidealrestaurant.org) presenting its project to become more sustainable in one of the following categories:
  - Healthy food: most of the meals served by the restaurant are well-balanced
  - Local supply: products served by the restaurant are provided by local and/or organic producers or providers
  - Environmental practices: actions are carried out by the restaurant to reduce the environmental impact of its activities (anti-waste, energy or water saving...)
  - Information to consumers: information on the food (origin, calories...) is provided by the restaurant to its clients
  - Best employer: the restaurant acts as a responsible employer (diversity, health & safety, workplace environment) and tries to develop well-being at work (health coverage, induction, training & development, fair wages and benefits, work-life balance...)

The participation is limited to 1 project per restaurant. Use of any automated system to participate in the Contest is prohibited and will result in disqualification.

The Administrator reserves the right in its sole discretion to disqualify entries where they are deemed to be obscene, defamatory, and unlawful or otherwise not detailed enough; such entries will be deemed ineligible. The Administrator reserves the right, in its sole discretion, to edit any entries or to remove any copyrighted content. Entries must not include any illegal, defamatory or in any way obscene content.

### **For Edenred employees**

To participate in the Contest, the Edenred employee shall contact a restaurant and help it to join the Contest by explaining the rules thereof. When the restaurant applies to the Contest, it shall indicate the name of the Edenred employee who has sponsored it. The participation is limited to 5 restaurants application per employee.

### **3. Participation costs**

Participation in the Contest is free. Participants may obtain reimbursement of Internet connection fees for their participation for a maximum flat-rate amount of 0.05 Euro) upon written request sent to Edenred at the following address: Edenred, « My Ideal Restaurant » Contest, 166-180, boulevard Gabriel Péri, 92240 Malakoff, France, indicating their full name, postal address, email address, date and time of connection and enclosing necessarily an IBAN and a photocopy of the itemized bill from the telephone operator and/or the Internet service provider showing the connection to the site [www.myidealrestaurant.org](http://www.myidealrestaurant.org).

Notwithstanding the preceding paragraph, the access to the website [www.myidealrestaurant.org](http://www.myidealrestaurant.org) on a free basis or on a flat-rate basis shall not give rise to any reimbursement if the services of the telephone operator or the Internet service provider are contracted by or on behalf of the participant for the use of the Internet in general.

Reimbursement shall be limited to one per participant and where there are several participants in a same household (same name, same address and/or same address e-mail) it shall be limited to one reimbursement by household. In no event, other costs of any kind whatsoever will be repaid.

### **4. The Contest Period**

The Contest starts at 12:00 p.m. UTC +1 on September 14<sup>th</sup>, 2016 and ends at 12:00 a.m. UTC +1 on October 14<sup>th</sup>, 2016.

### **5. Choice of the winners**

The Contest will be won by two (2) restaurants selected by two (2) different channels:

(1) one (1) chosen by a public vote on [www.myidealrestaurant.org](http://www.myidealrestaurant.org) from September 19<sup>th</sup> to October 21<sup>st</sup>, 2016.

The winning restaurant will be the one whose project received the maximum number of vote. In case of equal numbers of votes between several participants, a random draw shall be implemented by a huissier de justice.

(2) one (1) chosen by a jury composed of nine (9) Edenred employees (two (2) persons in charge of affiliation, three (3) business developers, three (3) CSR correspondents) chaired by Jeanne RENARD, Executive VP Human Resources and Corporate Social Responsibility of the Administrator; The jury will choose the winner according to the following criteria:

- impact of the project
- its robustness and consistency with the restaurant's approach of sustainability (especially the actions previously implemented)
- its scalability to other restaurants
- its originality & the innovation it brings

## 6. Prizes

The two (2) winning restaurants will receive:

- 5,000 € or the equivalent amount in the local currency of their country of location (or, where local regulation prohibits payment in cash, a gift card or a gift voucher for an equal amount)
- Edenred mentoring: time from Edenred employees to help the restaurant to implement its project – number of hours and skills needed to be defined with the local CSR correspondent of Edenred according to the needs of the project
- Communication slots on Edenred digital channels to promote the restaurant

The amount of 5,000 € will be paid within 3 months from the date the winning restaurant is chosen in the currency of the country where the restaurant operates its business. The applicable exchange rate will be the related Euro foreign exchange reference rate of the day preceding the date of the payment as published by the European Central Bank on <http://www.ecb.europa.eu/stats/exchange/eurofxref>. To receive the prize, the winning restaurant must provide the IBAN of its bank account with the name of the bank (for the avoidance of doubt, only the bank account of the restaurant shall have to be provided. In no event, a personal bank account of any employee or owner of the restaurant may be provided for that purpose).

Prizes are non-transferable and no substitutions will be made. Prizes must be accepted as awarded. The winning restaurants are responsible for all costs and expenses, of any kind whatsoever, not expressly described as being included as part of the prize.

If one or several winners refuse to be granted their prizes and/or if the prizes are not granted at the end of the Contest, these Prizes will not be granted to any other participants and the Administrator will be free to dispose of them.

The liability of the Administrator will be limited to the offer of the prizes only and may not be incurred whatever could be the failures or damages occurred when the prizes are used.

If the winning restaurant has been sponsored by an Edenred employee, he/she will receive a prize as well. This prize is an iPad to be sent to the employee after receiving a confirmation by email that he/she accepts the reward. He/she will receive it within three (3) months from the date the winning restaurant is chosen at his/her residential address.

## 7. Information of the winners

The results will be published on the Twitter® account @IdealEdenred on October 24<sup>th</sup>, 2016 and on the website [www.myidealrestaurant.org](http://www.myidealrestaurant.org). Winners will be contacted within five (5) days from the date on which the results are published via the contact provided in the application form.

## 8. Forfeit of Prize

If a winner is unreachable through its/his/her phone number and email address provided in the application form, if it/his/her fails to respond to communication within seven (7) days, or if it/his/her otherwise fails to comply with these Contest Rules in any manner whatsoever, then the Prize will be forfeited.

## **9. Intellectual property**

By entering this Contest the participants represent that (i) its/his/her entry is their original work and does not infringe any third party's copyright, trade-mark or any other intellectual property rights, (ii) they have all necessary rights from any third party that appears or is mentioned in the entry, including those from the parents or legal guardian if this third party is under the age of majority, (iii) they grant the Administrator, an unlimited, royalty free, irrevocable, right and license to reproduce, post and/or broadcast the entry in any form of media now known or hereinafter developed, (iv) they waive all moral rights in the entry in favor of the Administrator, (v) they agree to release, indemnify, discharge and hold harmless the Administrator, its respective parent, subsidiary and affiliated companies, and their respective officers, directors, employees, agents and representatives from any claim or liability arising from or related to the entry, participation in this Contest, and/or acceptance and/or use of any Prize awarded, and (vi) they consent to the publication and/or use in any medium of their entry, name, city of residence or location, photograph and/or image for publicity purposes carried out by the Administrator or their advertising and promotional agencies without payment or compensation of any kind. The Administrator assumes no responsibility for any claims against infringement of the right of privacy with respect to any entries submitted.

## **10. Use of personal information**

By entering the Contest and voluntarily providing their personal information under the conditions as described in these Contest Rules, the participants agree to the collection, use and disclosure by the Administrator and its respective employees of their personal information for the purpose of administering the Contest, including—but not limited to—contacting them with respect to the Contest if they are chosen as a winner. Personally identifiable information will only be used to administer the Contest and for no other purpose, except as specifically outlined in these Contest Rules. Personally identifiable information will not be sold, shared or disclosed by the Administrator to any third party.

In accordance with French law dated January 6, 1978 *relative à l'Informatique, aux fichiers et aux libertés* as amended from time to time, the participants to the Contest have the right to access, to request the deletion of and the amendment to any personal information. The participants may use this right by contacting the CSR Department by email at [contact-CSR@edenred.com](mailto:contact-CSR@edenred.com) or by mail at the following address: Edenred SA, 166-180, boulevard Gabriel Péri, 92240 Malakoff, France.

## **11. Image reproduction right**

By entering the Contest, the participants agree to participate in the Contest and possibly to be chosen as a winner, the Administrator may use their name, the information they provide in the application form and the submitted photo of their restaurant, comments, voice, likeness, municipality of residence or location and image in any advertising, promotion or publicity carried out now or in the future, in any media without compensation or notice, and they grant to the Administrator any and all rights to such use. If persons other than the accounter are caught on the picture published for the Contest, this accounter will have to obtain the prior approval of these persons before publishing this picture.

The winners whose pictures would be used for promotional activities of the Administrator will be contacted prior to the use of the pictures in order to obtain the consents of these winners as well as the consents of all

other persons visible on these pictures. These pictures will only be usable by the Administrator if the prior consents have been obtained.

## **12. Compliance with the Contest Rules**

By entering the Contest, the participants agree to abide by the entire Contest Rules and the terms and conditions under which the prizes are awarded. Any decision made by the Administrator in respect of this Contest shall be final.

## **13. Technical issues**

The Administrator is not responsible for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an entry), nor for any incorrect or inaccurate information, whether caused by websites, mobile web or app users or by any of the equipment or programming utilized in the Contest or by any technical or human error which may occur in the processing of entries in the Contest, nor for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries; and, are not responsible for any problems, failures or technical malfunction of any telephone or network lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website or on account of any combination of the foregoing; and are not responsible for any injury or damage to entrants or to any computer related injury or damage resulting from participating in downloading materials in the Contest.

## **14. Rights to terminate / modify / suspend the Contest**

The Administrator retains the right, in its absolute discretion, to suspend, modify or terminate any aspect of the Contest (including, but not limited to these Contest Rules) at any time. The Administrator may make substitutions of equivalent kind or value in the event of the unavailability of a prize (or component thereof) for any reason whatsoever. The Administrator may terminate or withdraw this Contest at any time by posting a notice online. If the Contest is terminated on any day prior to the normal Contest end date (the “**Termination Date**”), the Administrator may determine the winners from all eligible entries received as of the Termination Date. The Administrator shall not be liable in any manner whatsoever for termination, modification or suspension of the Contest.

## **15. Applicable laws and jurisdiction**

The Contest is governed by the laws of France and the French Courts. Participation constitutes your full and unconditional agreement to these Contest Rules and the decisions of the Administrator, which are final and binding in all matters related to the Contest.

### **List of the countries where the participants may participate to the Contest:**

Argentina – Austria – Belgium – Brazil – Bulgaria – Chile – China – Colombia - Czech Republic – Finland – France – Germany – Greece – Hungary – India – Italy – Japan – Lebanon – Luxembourg - Mexico – Morocco – Netherlands – Peru – Poland – Portugal – Romania – Singapore – Slovakia - South Africa – Spain – Sweden – Switzerland – Taiwan – Turkey - United Arab Emirates - United Kingdom – Uruguay – USA – Venezuela