

## **RULES OF THE COMPETITION**

### **"Bien Air Selfie Challenge"**

#### **ARTICLE 1 - ORGANISER OF THE COMPETITION**

The company Bien Air Dental SA, with headquarters in Bienne, Länggasse 60 - Case Postale - 2500 Bienne 6 - Switzerland, Bienne (BE), VAT: CHE-105.855.630- is organising a competition, with no obligation to purchase, entitled the "Bien Air Selfie Challenge".

#### **ARTICLE 2 - DATES OF THE COMPETITION**

The competition will take place between 11th October 2018 08:00 and 13th October 2018 20:00, inclusive.

Bien Air SA reserves the right to shorten, extend, alter or cancel the competition should a force majeure event occur, or if circumstances outside of Bien Air SA's control make it necessary to do so; no liability shall be incurred in such a case.

#### **ARTICLE 3 - CONDITIONS FOR PARTICIPATION IN THE COMPETITION**

The Competition is open to individuals over the age of eighteen working in a dental practice as a professional, with the exclusion of:

- members of staff employed by Bien Air SA
- members of staff employed by the sales network
- members of staff employed by companies directly or indirectly involved in the organisation of the competition
- partners and family members of the staff of the abovementioned companies

The participant must have a tablet, smartphone or computer which uses an internet browser updated with the latest available version. The participant must also have an active personal account on Facebook. It is, however, understood that the Competition is neither managed nor sponsored by these companies. The information communicated by the participants is provided to the organising company and not to these latter companies.

It is hereby stated that the creation of an account by the participant on the Facebook platforms is subject to validation of the account by the latter, and to compliance with the general terms and conditions of use for these platforms, and is governed by the confidentiality policy specific to these.

Furthermore, participation in the Competition is limited to one entry per person (same name, same email address).

## **ARTICLE 4 - CONDITIONS FOR PARTICIPATION IN THE COMPETITION**

To take part in the competition, please follow the instructions given below during the period set out in article 2:

### New Bien-Air Chiropro Selfie Challenge

Do you work in a dental practice and wish that fitting implants were an easier procedure?

Enter our challenge for a chance to win our new implantology motor worth 2990 EUR!

### How to take part

1. In the exhibition hall, look for the 6 NEW Chiropros which have been numbered and placed around the room on the booths of our various partners.
2. When you find a NEW Chiropro, take a selfie with it, making sure that the number of the NEW Chiropro is clearly visible in your photo.
3. Share your selfie on our Bien-Air Dental Facebook page, tagging each photo with #Bienairchallenge
4. Like our Facebook page.
5. The participant who posts the most selfies featuring our NEW Chiropro will win our new implantology motor. In case of a draw (if more than one participant has posted the same number of selfies), the name of one of these participants will be drawn at random to decide the winner.
6. The name of the lucky winner will be published on our Facebook page on Friday 30 November 2018.

On your marks, get set, go!

Good luck everyone! 🍀🍀🍀

As a result, failure to comply with these rules, particularly the prerequisite conditions for participation, or any form which is incorrect, incomplete, in contravention of public order or decency, or validated after the Competition period, or the violation of the other provisions set out above, shall invalidate the player's participation.

Furthermore, any participant who behaves in a way that may harm the image of BIEN AIR SA, and/or in a way which is in contravention of public order and/or decency, may be excluded from participation in the competition.

## **ARTICLE 5 - DESCRIPTION OF THE PRIZE**

The winner will receive the following prize: Our New Chiropro (ref: 1700707-001) with 1 CA 20 :1 L Contra Angle

## **ARTICLE 6 - SELECTION OF THE WINNER AND AWARDING OF THE PRIZE**

In total, one (1) winner will be named on 30th November 2018.

The winner will be informed of the reservation procedures when he or she is contacted by Bien Air SA.

## **ARTICLE 7 - NAMING OF THE WINNER**

The winner will be informed of his or her success by a private message on Facebook and by a public post on our page.

Any winner who does not come forward within a period of seventy two (72) hours after the electronic message was sent will be deemed to have forfeited their prize. In this case, the organising company may name another winner.

The winner will also lose his or her right to the prize should the information he or she has provided during participation prove to be in contravention of the conditions for participation set out in these rules. In this case, the prize shall remain the property of Bien Air SA, which reserves the right to reallocate said prize.

Should the information entered by the winner prove incorrect, neither BIEN AIR SA nor the company responsible for sending the prize shall be expected to undertake any further research to locate the unavailable winner, and the latter shall not receive his or her prize and shall not be eligible for any damages or compensation in this regard.

## **ARTICLE 8 - PERMISSION TO USE THE IMAGE OF THE WINNER AND GUARANTEES**

The winner freely allows Bien Air SA and any authorised third party to directly and/or indirectly use his or her first names, surname and image, including the use of his or her image on any format and using any process, whether or not this process is currently known (including social networks, websites and intranet sites, press and television) as part of the Competition.

This permission is granted free of charge, with no limits placed on the number of reproductions and/or publications of the winner's image, which can be used throughout the world, for the duration of the competition and for a period of one (1) year.

This permission also allows Bien Air SA the option to make any modifications that it deems fit to the Image of a winner, provided that said modifications do not harm the winner's Image, private life and/or reputation.

In any case, BIEN AIR SA (and/or its subcontractors) remain entirely free to either use or not use the Image of the winner.

The winner guarantees to BIEN AIR SA that he or she is not subject to any contract regarding the use of his or her Image. As a result, he or she guarantees BIEN AIR SA against any recourse and/or proceedings which could be brought by any individuals or companies who claim to have any rights whatsoever regarding the use of his or her Image and who may be liable to contest the reproduction and/or publication of the latter.

#### **ARTICLE 9 - PERSONAL DATA**

Each participant is informed that the information gathered via the participation form is gathered by BIEN AIR SA and is necessary for the latter to conduct the Competition.

As part of its activity, BIEN AIR SA may need to pass the data gathered on to other countries, for one of the purposes for which the data was originally gathered or for purposes to which the participants have subsequently consented.

If this data is transferred to a third party country, BIEN AIR SA shall take all necessary measures to avoid any harm. The data is only transferred to a country where an adequate level of data protection is guaranteed. The data may be transferred to countries which are not members of the European Union.

In compliance with law no.78-17 dated 6th January 1978, relating to the protection of personal data, as modified, each participant has the right to access and rectify the information concerning him or her, and the right to oppose the processing of the aforementioned information. This right can be exercised by contacting:

Bien-Air Dental SA

Länggasse 60 - Case Postale - 2500 Bienne 6 - Switzerland

Phone +41 (0)32 344 64 64

#### **ARTICLE 10 - INTELLECTUAL PROPERTY RIGHTS**

In compliance with the laws governing intellectual property rights, the reproduction and representation of all or some of the elements which comprise the Competition are strictly prohibited. The names cited are trademarks registered by their respective owners.

#### **ARTICLE 11 - LIABILITY**

Participation via the Internet requires an understanding and acceptance of the characteristics and limits of the Internet, particularly as concerns the lack of protection afforded to certain data against misappropriation or piracy, the risks of contamination by any viruses circulating on the network, technical performance, the response time for consulting, examining or transferring information, the risk of interruption, and more generally, the risks inherent in any connection and transmission over the internet.

Each participant is therefore responsible for taking appropriate measures to protect his or her personal data and/or software stored on his or her computer or telephone equipment.

Any person logging into and participating in the Competition shall assume full liability for doing so.

Furthermore, BIEN AIR SA cannot be held liable for any incorrect use or incident linked to the use of the computer, any malfunctioning of the Internet network, competition servers, telephone line, or any other technical connection preventing the Competition from running smoothly. If there is any technical disruption to the Competition, BIEN AIR SA reserves the right, if appropriate, to invalidate and/or cancel the session of the Competition during which the aforementioned disruption occurred. No claim will be accepted on these grounds.

Similarly, BIEN AIR SA cannot be held liable should access to the websites linking to the site for participation in the Competition, or to this site itself, and/or the consultation of these sites prove either difficult or impossible for the participants.

BIEN AIR SA cannot be held liable if it does not receive the data relating to the registration of a participant for any reason whatsoever, provided this is beyond its control (for example, a problem with the user's internet connection, whatsoever the cause, a temporary defect with the servers, whatsoever the cause, etc.) or if this data is not legible or is impossible to process when received (for example, if the participant's computer equipment or software environment is not sufficient to allow registration, etc.).

As a result, BIEN AIR SA cannot, under any circumstances, be held liable for the following (this list is not exhaustive):

- the transmission and/or reception of any data and/or information over the Internet
- any failure of the Internet network which prevents the competition from running/functioning smoothly.
- a defect with any reception equipment or communication lines
- the loss of any paper or electronic mail and, more generally, the loss of any data
- issues with links
- the operation of any software
- any technical or hardware failure which prevented or limited the ability to participate in the Competition

More generally, BIEN AIR SA cannot be held liable for any force majeure event or circumstances outside of its control. Nor can it be held liable, nor can any recourse be made against it, should events occur which are categorised as force majeure events (strikes, poor weather, etc.) which either fully or partially prevent the participants from participating in the Competition and/or the winner from enjoying his or her prize.

## **ARTICLE 12 - RULES OF THE COMPETITION**

These rules may be sent free of charge to any person who sends a written request to the following address:

Bien-Air Dental SA  
Länggasse 60 - Case Postale - 2500 Bienne 6 - Switzerland  
Phone +41 (0)32 344 64 64

BIEN AIR SA reserves the right to modify these rules, at any time, without notice, and without any obligation to give reasons for its decision. It cannot be held liable for any such action. Any modification shall be the subject of an amendment hereto, and shall be subject to an announcement on its Facebook page. The participant is deemed to have accepted these modifications by virtue of his or her participation in the Competition from the date the modification comes into force.

Furthermore, any difficulty regarding the interpretation or application of these rules shall be resolved by BIEN AIR SA, in compliance with Swiss law.

**ARTICLE 13 - DISPUTES**

In the event of any disputes, the courts of Bienne, Switzerland, shall have jurisdiction