

COMPETITION REGULATIONS

'Q8 app Scan & Win'

ARTICLE 1. SUBJECT

- 1.1. The company Smiles NV (hereinafter referred to as 'Q8 smiles'), with registered office at Quellinstraat 49, 2018 Antwerp, VAT BE 0720.542.130, Kuwait Petroleum (Belgium) NV and Kuwait Petroleum (Luxembourg) SA are organising a 'Scan & Win' competition via the website www.q8.be/promo or www.q8.lu/promo.
- 1.2. These competition regulations (hereinafter referred to as the 'Regulations') establish the terms of the Competition, describe how it will take place and lay down the general terms and conditions of participation applicable to the Competition.
- 1.3. The Competition will run from 3 February 2021 00:00 to 2 March 2025 23:59 (hereinafter referred to as the 'Competition Period').
- 1.4. The Competition is being organised on the territory of Belgium and Luxembourg.
- 1.5. Barring specific provisions in these Regulations, the participants shall not hold any correspondence or telephone calls or other communication with Q8 smiles during the Competition Period or after the conclusion thereof.

ARTICLE 2. TERMS AND CONDITIONS OF PARTICIPATION

- 2.1. Participation in the Competition is open to all natural persons having reached the age of majority residing in Belgium or Luxembourg during the Competition Period and registered in the Q8 smiles programme with email opt-in ('registered' means having an active account in the Q8 app and/or on www.smiles.Q8.be or www.smiles.Q8.lu) (hereinafter referred to as the 'Participant'), with the exception of the persons listed below:
 - Minors (under 18 years of age);
 - Persons who have a direct or indirect legal relationship with Q8 or Q8 smiles (members of staff, employees, etc.);
 - Persons (members of staff, employees, etc.) who work on the creation of this Competition or are involved in the organisation thereof (including employees of marketing and communication agencies, advertising and promotional consultants, etc.);
 - Relations or members of the households (whether or not related) of any of the aforementioned members of staff or employees (family members in the ascending or descending line, spouses, co-habiting persons, brothers and sisters).
 - Persons who pay via the pre-paid mode in the shop (i.e. persons who pay for their purchase in advance and therefore do not scan their (digital) Smiles card, as a result of which they do not receive an email about participating in the Competition).
- 2.2. Q8 smiles may at any time temporarily or permanently exclude a person from participation in the Competition in the event of a breach of one or more of the terms and conditions of participation or in the event of misuse, deception or participation in bad faith in the Competition.

ARTICLE 3. TERMS AND PROCEDURES OF PARTICIPATION

- 3.1. The Competition, where you have a chance to win a prize, will be conducted entirely online on the Q8 smiles website during the Competition Period: www.q8.be/promo or www.q8.lu/promo (hereinafter referred to as the 'Site').
- 3.2. Participation in the Competition is subject to a purchase obligation.
- 3.3. Participants may take part in the Competition several times during the Competition Period.
- 3.4. One play day in the Competition Period runs from 00.00 to 23.59.
- 3.5. In case you have not received the email, please note that it is not possible to receive an email with a unique code from Customer Service afterwards.

ARTICLE 4. COMPETITION PROCESS – SELECTION OF THE WINNER

- 4.1. The Competition will be organised via www.q8.be/promo or www.q8.lu/promo.
 - Participants in the Competition need a unique participant code to take part. You will receive this unique code by email after purchase at one of the participating stations, provided that, as a Q8 app user, you have indicated that you wish to receive emails (opt-in). This unique participant code gives participants one chance to take part. This code is in the form of a unique link that redirects to the Competition page. This purchase can be either a refuelling or a purchase at one of the participating shops.
 - After opening the unique participant link, participants must complete two questions on the Competition page. These two questions consist of one knowledge question and one tiebreaker.
- 4.2. The winner will be determined based on a correct answer to the knowledge question and the most correct answer to the tiebreaker. If several participants have given the same correct answer, the person who was the first to give the correct answer will be considered the winner.
- 4.3. This Competition is not a game of chance within the meaning of the Belgian Act of 7 May 1999 on games of chance, betting, gaming establishments and the protection of players.

ARTICLE 5. PRIZES

- 5.1. Once the Competition is over, a winner will be determined within 30 days:
 - Winter tyres for one car: a voucher worth €500, redeemable at Auto5.
 - Ice scraper: Solidstock ice scraper worth €16.95.
 - Ski jacket for one person: a voucher worth €200, redeemable at Decathlon.
 - Ski trip for six people: a voucher worth €12,000, redeemable at Connections. See all details below:
 - Intensive ski course for one person.

- Ski accommodation for six people based on the following criteria:
Period: Easter holidays 2025
Accommodation: Hotel Marmore, Cervinia, 3-star, half board
Duration: 6 nights
Ski pass: included
- Helicopter drop for six people.
- Travel insurance for one person.

The exact details of the trip, including date and accommodation, will be agreed upon between the winner and Connections. The above suggestion is subject to availability and price changes. The vouchers are valid until April 2026.

- 5.2. The prizes are non-transferable, non-exchangeable and cannot be redeemed in cash. No financial consideration may therefore be demanded as a replacement for the prizes offered. Once the vouchers have been used, it is no longer possible to cancel the trip. Q8 smiles may replace one or more of the prizes announced by other prizes of at least equal value should external circumstances so warrant.
- 5.3. The prizes are indivisible and must be accepted as they are awarded. Q8 smiles may not be held liable for any accidents or direct or indirect damage related to a prize won. Furthermore, Q8 smiles does not provide any guarantee regarding the usefulness or quality of the prizes.
- 5.4. Q8 smiles will contact the winner by email by 30 March 2025 to determine the arrangements for awarding the prize. If a winner does not reply within a period of seven days after Q8 smiles has made contact, the latter reserves the right to retain the prize or to award it to another participant.
- 5.5. Apart from handing over the prizes to the winner, no other rights shall be transferred to the winner, including intellectual property rights.
- 5.6. The prizes will be delivered to the address given upon participation in the Competition.
- 5.7. Travel insurance for one person shall include cancellation and travel assistance. A specific heliski insurance will not be taken out separately and will depend on the local partner as to whether this is already covered. Q8 and Q8 smiles shall bear no liability for any travel accidents.

ARTICLE 6. ACCEPTANCE OF THE REGULATIONS

- 6.1. By taking part, the Participant declares to have read and to understand and accept these Regulations without any reservation, as well as the Q8 smiles Privacy Statement.
- 6.2. Any complaint in connection with this Competition must be sent to the registered office of Q8 smiles by registered post, addressed to the Marketing Department, at the address stated above, within seven working days from the end date of the Competition. Under no circumstances shall complaints be handled verbally or by telephone. Non-compliant complaints shall not be handled.

ARTICLE 7. MODIFICATIONS OF THE REGULATIONS

- 7.1. Q8 smiles reserves the right to modify the organisational terms and procedures of the Competition and to suspend, abridge or cancel the Competition at any time without prior notification, without any justification or compensation being due to the Participants or to third parties. By taking part in the Competition, each Participant is automatically bound by the modifications to these Regulations.
- 7.2. Q8 smiles cannot be held liable for the suspension, postponement, modification (including the prizes awarded) or cancellation of the Competition due to force majeure or more generally in the event of unforeseeable circumstances or circumstances beyond its control, and no compensation whatsoever may be due to the Participants pursuant to this fact.

ARTICLE 8. PROTECTION OF PERSONAL DATA

- 8.1. The data provided by Participants in the context of participation in the Competition will be used and stored to ensure the smooth running of the Competition and, where appropriate, with a view to awarding the prize to the winner.
- 8.2. In the context of this Competition, the personal data of the Participants will be processed by Smiles NV, Kuwait Petroleum (Belgium) NV and Kuwait Petroleum (Luxembourg) SA (hereinafter referred to as 'Q8') in accordance with the enclosed Privacy Statement relating to this Competition. Q8 is the data controller responsible for the processing of the personal data.
- 8.3. These personal data shall not be passed on to third parties for commercial purposes without the consent of the person concerned. The data may, however, be passed on to natural persons or organisations directly linked to Q8 and to other services or companies affiliated to Q8, in the context of awarding the prizes for this Competition.
- 8.4. The Participant agrees that their email address, surname and first name will be stated on any data carrier used and communicated via any means for the purposes of communication (internal and/or external) regarding the Competition.
- 8.5. In all other respects, the provisions of the enclosed Privacy Statement of Q8 shall apply to the processing of the data obtained in the context of the Competition.

ARTICLE 9. INTELLECTUAL PROPERTY

- 9.1. Q8 smiles holds all intellectual or other property rights relating to this Competition.
- 9.2. In accordance with applicable laws on intellectual property rights, the reproduction and representation of all or part of the elements of this Competition shall be strictly prohibited without the prior written consent of Q8 smiles.
- 9.3. By taking part in the Competition, the Participant acknowledges and agrees, without any reservation:
 - (i) that in the event of winning the Competition, their surname, first name and place of residence (town/village only) will be stated on any data carrier used and communicated via any means for the purposes of communication (internal and/or external) regarding the Competition;
 - (ii) to have no right of prior access or approval of the communication and/or campaign materials in which they may be included by Q8 smiles. Q8 smiles does, however, guarantee

that the development and use of the communication and/or campaign materials will not be contrary to law and order and/or common decency.

- 9.4. The Participant undertakes not to demand any consideration or compensation whatsoever from Q8 smiles for the aforementioned rights of use and for the transfer of the intellectual property rights, as described in Article 9.3 of these Regulations.

ARTICLE 10. AVAILABILITY OF THE REGULATIONS

- 10.1. These Regulations are available to Participants in full and free of charge via the following link: www.q8.be/promo or www.q8.lu/promo.

ARTICLE 11. MISCELLANEOUS

- 11.1. If a provision in these Regulations is declared unlawful, void or unenforceable in whole or in part under applicable law, such provision cease to be part of these Regulations. This shall not affect the lawfulness, validity and enforceability of the remaining provisions of these Regulations. Any violation of the Regulations and any attempt at fraud and/or deception shall be punished by the immediate exclusion of the Participant, without the latter being able to claim a prize.
- 11.2. Printing, playing, typesetting and any other similar errors may not be invoked as reasons for recourse against Q8 smiles.
- 11.3. Q8 smiles cannot be held liable for any direct or indirect damages that may occur during the organisation of or participation in the Competition or winning a prize, irrespective of the cause or consequence of such damages, including damages caused by:
- a) the infringement by Participants of the intellectual property rights of third parties;
 - b) the content or personal data provided by the Participant;
 - (c) technical problems related to the website www.q8.be/promo or www.q8.lu/promo and/or the email system or more generally for any internet problems;
 - d) any problem associated with the configuration of the hardware and/or software and/or communication of the computers.

ARTICLE 12. APPLICABLE LAW – JURISDICTION

- 12.1. These Regulations are governed by Belgian law, regardless of the rules concerning conflict of laws. The Participant accepts that any legal proceedings resulting from participation in the Competition or related to these Regulations shall fall under the exclusive jurisdiction of the courts of Brussels (Belgium), unless otherwise stipulated by law, and agrees to submit to the competence of the court concerned in the event of such a lawsuit.