

1. GENERAL

The 'Scan & Win' competition is organized by T&G Global Limited, whose registered office is at 1 Clemow Drive, Mt Wellington, Auckland, New Zealand (hereinafter referred to as "T&G" and/or "organizer").

The competition starts at 08:00 on 11 July 2022 and will close at 20:00 on 14 August 2022.

2. CONDITIONS OF PARTICIPATION

2.1 Any adult natural person may enter the competition provided that they are acting outside of any professional purpose.

2.2 Minors may only take part in the competition with the express authorization of their parents or guardian. If a minor participates in the competition, the organizer automatically assumes that the minor has this authorization. If the minor is unable to produce such consent at the first request of the organizer, the minor may at any time be excluded from further participation in the competition or deprived of the right to a prize.

2.3 Each entrant must be a resident of Belgium or the Netherlands, have a Belgian or Dutch email address and telephone number. Phone numbers of companies are not allowed.

2.4 Excluded from participation are employees of the organizer and any other person who participated in the elaboration of this competition, as well as their relatives in the first and second degree.

2.5 There are no costs involved in participating in the competition; participation is free.

2.6 Participation in the competition is not subject to any purchase obligation.

2.7 Participation is possible by:

- scanning the JAZZ™ and DC League of Super Pets™ QR code that will be printed on the packaging of JAZZ™ apples in certain outlets where the JAZZ 'Scan & Win' competition is running;

- visiting the website www.jazzapple.com/film

and following the instructions there and answering the contest question, subject to registration via the designated page on the website, filling in the required details and accepting the competition rules. Any answer that is communicated in any other way will be considered invalid and will not be eligible for a prize.

2.8 Each participant must follow the instructions provided. Each participant guarantees that the data entered by him/her is correct. The participant is responsible for the data that he/she communicates to the organizer. The organizer has the right to verify whether the data is correct and if the participant does not cooperate or if it appears that false data has been provided, he/she will be excluded from further participation and will not be eligible for a prize.

2.9 If several people registered at the same postal address participate in the competition, only the first participant is eligible for a chance to win a prize.

2.10 Multiple entries by the same person using different electronic addresses, identities or any other means will automatically and without prior notice result in exclusion from the competition. No complaint in this respect will be accepted. Organized or collective participation in the competition is also prohibited. The following, among others, are considered as organized or collective participations: participation from the same IP address by several participants, systematic use of the same password by several participants, public communication of the answers given by the participant..

2.11 The participant who is declared the winner of a prize without fully complying with all the conditions of participation will still not be eligible to receive the prize and this without any right to compensation and without any possibility of recourse against the organizer.

3. MATCHMAKING

3.1 The contest question is a sliding scale question requiring the participant to estimate how many persons will have validly participated in the contest at its conclusion on 14 August 2022 at 20:00.

The participant who is closest to the correct answer of the division question will be the winner. In case of an ex aequo of different participants in answering the division question, the organizer will draw lots to determine the winner(s).

The organizer reserves the right to change the questions at any time, without justification or prior notification. The organizer cannot be held liable in any way for this.

4. PRICE

4.1 Prizes of varying value can be won when participating in the competition. The value of the prizes will be assigned by the organizer and cannot be contested by a participant. The following prizes will be distributed equally between Belgium and the Netherlands:

Main Prize (2 winners):

- 1x Nintendo Switch
- 1x The Adventures of Krypto and Ace - Nintendo Switch video game
- 1x JAZZ™ apple and DC League of Super Pets™ Drawstring bag
- 1x JAZZ™ apple and DC League of Super Pets™ Notebook

The value of the grand prize is (per winner / package): €330.

Consolation prize no. 1 (8 winners):

- 1x The Adventures of Krypto and Ace - Nintendo Switch video game
- 1x JAZZ™ apple and DC League of Super Pets™ Drawstring bag
- 1x JAZZ™ apple and DC League of Super Pets™ Notebook

The value of Consolation prize no. 1 is (per winner / package): €55.

Consolation prize no. 2 (150 winners):

- 1x JAZZ™ apple and DC League of Super Pets™ Drawstring bag
- 1x JAZZ™ apple and DC League of Super Pets™ Notebook

The value of Consolation prize no. 2 is (per winner / package): €15.

4.2 The allocation of prizes will be based on the degree to which a participant's answer is closer or further away from the correct answer. The most valuable prizes will go to the contestants whose answer is closest to the correct answer until the supply of most valuable prizes available for this contest is exhausted, and then the prizes in decreasing value will be awarded to the contestants whose answer was further away from the correct answer.

The prize is not transferable. It cannot be exchanged for its value in money or other goods. On the other hand, the organizer reserves the right to offer a prize of equal value to the prize provided.

4.3 The winner is solely responsible for the responsible use of his/her prize.

4.4 The winners will be determined after the end of the competition period and will be contacted using the details provided by them. If the contacted winner does not respond within ten days, the right of that winner to the prize expires and the organizer will select a new winner according to the above-mentioned principle. The organizer reserves the right to publish the name of the winners. The organizer cannot be held responsible for delays and/or losses during shipment to the address provided by the participant.

4.5 With the exception of what is stated in point 5, no other form of communication regarding this competition will be conducted, either by telephone, in writing, orally or in any other way.

4.6 The result of a competition is binding and irrevocable. It cannot be contested. No correspondence can be entered into with the organizer of the competition about the result and the course of the competition. The decision to declare the winners is final, subject to the application of Article 2.11 or Article 4.5.

5. LIABILITY

5.1 The organizer cannot be held responsible in any way for, amongst other things, incorrect or incomplete completion of the entry form or poor writing of an address on the entry form, which would result in an incorrect or unknown address, or would cause any other problem. The organizer is not responsible for not being able to deliver a prize in case of insufficient, incomplete or wrong contact details of the participant.

5.2 The organizer cannot be held responsible for any incompatibility between the technologies used for the competition and/or the hardware and/or software configuration used by the participant. The organizer in no way guarantees the proper functioning of software or websites developed by third parties (Microsoft, Meta, etc.). The organizer cannot be held responsible for any technical or technological problem or intervention, or for any other problem that does not allow you to access the website concerned or to participate via this website. The organizer can also not be held responsible in any way for any viruses, unwanted visits or other technical or technological problems, indirectly or directly linked to its website.

5.3 If the competition has to be cancelled or postponed for reasons of force majeure and/or for any other valid reason, the organizer cannot be held responsible under any circumstances. Neither can the organizer be held responsible for any technical problem. Furthermore, the organizer reserves the right to extend or modify the competition and/or change the competition rules, even if the competition has started, been brought online or ended, without justification, without prior notice and with immediate effect from the moment the change is made. The organizer cannot be held responsible for this and under no circumstances can compensation be claimed from the organizer. By participating in the competition, each participant is deemed to have accepted the change.

5.4 If a prize is sent by post, the organizer cannot be held responsible for damage or loss of the prize by the postal services or a delay in its receipt. Similarly, if the prizes are sent by registered post, the organizer cannot be held responsible for damage, loss or delay if the prize is not collected by the winner.

5.5 Any fraud, attempted fraud, abuse or attempted abuse, disruption of the smooth running of the competition as well as any non-compliance with the rules by the participant will result in the automatic exclusion of the participant, without prior notice and without prejudice to the organizer's right to take legal action.

5.6 The organizer cannot be held liable for any serious errors and is not responsible for fraud or abuse committed by third parties.

5.7 This contest is in no way sponsored or administered by Warner Bros.

5.8 The exclusions of liability on the part of the organizer, as contained in this article, always apply subject to intent or deliberate recklessness on the part of the organizer and only when exclusion in this respect is legally possible.

5.9 This giveaway is in no way sponsored, endorsed by or administered by Warner Bros.

6. PRIVACY

6.1 The organizer attaches great importance to protecting the personal data of participants. The collection and processing of personal data is always done in accordance with the General Data Protection Regulation (hereinafter: "Regulation"). By participating in the competition, each participant consents to the processing of his/her personal data by the organizer or a third party appointed by the organizer for the purposes of this competition.

The personal data collected shall be processed within the framework of the competition. The participant's personal data shall not be sold, transferred or communicated to third parties. The latter except for the cases where necessary for the execution of these competition regulations.

Only certain persons employed by the organizer and/or certain persons or entities with whom the organizer has concluded an agreement have access to the data provided by the participant.

6.2 Purposes: the personal data collected and stored by the organizer (who is the data controller and who may delegate the processing of personal data to processors) cannot be communicated to third parties for commercial purposes. The personal data will be used by the organizer to contact and inform the participant in the framework of its competition and for direct marketing purposes if the participant expressly agreed to this when entering the competition. Should the organizer wish to use the personal data for new purposes, it undertakes to contact the user before using the data for these new purposes and to allow the user to object.

6.3 In accordance with the Regulation, each participant has the right to refuse the processing of personal data, to access such data and to request its correction. If the participant wishes to exercise these rights, he can contact the organizer via HappyJazz@enzafruit.be. A full overview of the participant's rights based on the Regulation can be found in the privacy statement on the organizer's website.

7. THE REGULATIONS

7.1 By taking part in the competition, the participant accepts the competition rules and all the decisions that the organizer will make in connection with the competition. All additional announcements in connection with the competition are considered part of the rules.

7.2 If required, the organizer can adapt the general competition regulations. These regulations are published on the website of the organizer and can be printed there if required. The current competition will still be governed by the old rules as set out in the regulations that were applicable at the time.

8. DISPUTES

8.1 The organizer reserves the right to investigate any complaints and to resolve any disputes arising from this competition, as well as any cases not covered by these rules. These decisions are irrevocable. No complaints will be dealt with by telephone. Complaints about the competition, the present competition rules and everything connected with it can be sent to T&G via HappyJazz@enzafruit.be. Any complaint not sent in this way will be considered invalid.

8.2 For participants residing in Belgium: The present rules, as well as any dispute which may arise directly or indirectly therefrom, shall be governed exclusively by Belgian law and only the courts of Limburg and the Peace Court of Sint-Truiden shall be competent.

For participants residing in the Netherlands: The present rules, as well as any dispute which may arise directly or indirectly therefrom, shall be governed exclusively by Dutch law and the court in Limburg (NL) shall have sole jurisdiction, unless the law imperatively dictates otherwise.