

## **TERMS AND CONDITIONS**

### **AFRICA CUP – PREDICTION CONTEST**

**Paris – November 27, 2018**

#### **ARTICLE 1 – PURPOSE**

TOTAL MARKETING SERVICES, designated hereinafter as the "Organizing Company", a limited company with a capital of €324,158,696 and its head office at 24 cours Michelet, 92800 Puteaux, France, is organizing a free contest without obligation of purchase called "Africa Cup – Prediction Contest" (hereinafter the "Contest").

The Contest is accessible at <http://www.africacup.total.com> (hereinafter the "Website") and will take place from November 27, 2018 (3:00 p.m.) to December 12, 2018 (noon) Paris time (France).

The Contest is divided into two phases:

Phase 1 – Quiz (see below), from **November 27 (3:00 p.m.) to December 4, 2018 (noon) Paris time (France)**.

Phase 2 – Predictions (see below), from **December 6, 2018 (3:00 p.m.) to December 12, 2018 (noon) Paris time (France)**.

The present terms and conditions (hereinafter the "Terms and Conditions") set forth the rules applicable to said Contest.

#### **ARTICLE 2 – CONDITIONS OF PARTICIPATION**

The Contest is open to statutory employees of the Total Group, with the exception of managers and staff of the Organizing Company, all persons involved in organizing the Contest directly or indirectly, and their family members, including domestic partners, children and parents living and registered at the same address. Participants must be legal adults at the time of their participation. Participation in this Contest implies the acceptance by the Participants of all the conditions set forth herein.

Participation in the Contest is strictly personal and nominative.

Participation in the Contest may require the acceptance of cookies by the Participant.

Participants undertake to provide full, exact information that perfectly matches their personal information used in the Total intranet.

The Organizing Company reserves the right to take any steps necessary to verify the Participant's identity, age, IGG and email address. Any person providing inaccurate, incomplete or fraudulent information will be disqualified from the Contest.

#### **ARTICLE 3 – CONTEST PRINCIPLES AND GUIDELINES**

The Contest will take place from November 27, 2018 (3:00 p.m.) to December 12, 2018 (noon) Paris time (France).

Access to the Contest is prohibited to minors.

The Contest will take place exclusively on the Internet; any other mode of participation (in particular postal) is excluded.

Any participation that is incomplete, incorrect or falsified, that contains false details, that does not comply with the Terms and Conditions or that is received after the date of the Contest, will be disqualified and result in exclusion of the Participant.

To participate in the Contest, qualified individuals will simply need to:

- - Connect to the Internet.
- - Go to **<http://africacup.total.com>**.
- - Click "Participate".
- - Enter their last name, first name, IGG and professional email address (same specific address used in the Total intranet).
- - Accept the present Terms and Conditions and publication authorizations.
- - Click "I register".

The Contest is divided into two phases: Phase 1 – Quiz (see below) and Phase 2 – Predictions (see below).

## **Phase 1 – Quiz**

**From November 27 (3:00 p.m.) to December 4, 2018 (noon) Paris time (France).**

Participants will be asked to answer 16 (sixteen) multiple-choice questions, selecting one out of three possible answers.

Each correct answer will be worth 100 points.

If the answer is incorrect, zero points will be awarded for the question.

The results for each Participant will be listed on the Contest Website (**<http://africacup.total.com>**).

Participants will be able to use the points accumulated during Phase 1 to make their predictions in Phase 2.

## **Phase 2 – Predictions**

**From December 6 (3:00 p.m.) to December 12, 2018 (noon) Paris time (France).**

Participants will be asked to make predictions based on 10 (ten) questions. All Participants will receive 500 points, to which will be added the points they accumulated during Phase 1 (Quiz). They may attribute as many points as they wish from this total to each question.

Each question will have 3 (three) possible answers.

Each answer will have a specific rating that will serve as a point multiplier.

The gain for a correct answer will correspond to the number of points originally attributed, multiplied by the specific rating.

If the answer is incorrect, zero points will be awarded for the question.

The Participants with the top 7 (seven) scores will win the prizes described in Article 4.

- To register, Participants must click "Save".

Participation in the Contest can only be done via the resources described above. Participation in any other form or through any other means will not be taken into account.

If the Participant does not own the computer and Internet connection used to take part in the contest, it will be understood that he or she has obtained permission from the owner.

#### **ARTICLE 4 – SELECTION OF WINNERS**

##### **First rank winner:**

The first rank winner will be the Participant who has obtained the best score among all the Contest Participants.

In the event of a tie between one and another (or several) Participant(s), the person who validated and entered his or her predictions first will be designated as the first rank winner.

##### **Second rank winners:**

The second rank winners will be the Participants who have obtained the second- and third-best scores among all the Contest Participants.

In the event of a tie between one and another (or several) Participant(s), the persons who validated and entered their predictions first will be designated as the second rank winners.

##### **Third rank winners:**

The third rank winners will be the Participants who have obtained the fourth- through seventh-best scores.

In other words, the four Participants whose scores rank 4th, 5th, 6th and 7th. In the event of a tie between one and another (or several) Participant(s), the persons who validated and entered their predictions first will be designated as the third rank winners.

The list of winners will be published on the Contest Website (<http://africacup.total.com>) by January 15, 2019 at the latest.

It will be understood that all logins or transmissions of data from a Participant's account will originate from the person who created the account in his or her name.

Participants have until December 12, 2018 (noon), Paris time (France) to register for the Contest. Only registration requests that comply with these Terms and Conditions and received before December 12, 2018 (noon), Paris time (France), will be recorded.

The Organizing Company will inform the winners via email by January 31, 2019 at the latest.

#### **ARTICLE 5 – DESCRIPTION OF PRIZES**

- a. 1st Place: 2 (two) tickets to the final of the 2019 Total Africa Cup of Nations (transportation and accommodations included).
- b. 2nd and 3rd Place: 1 (one) ticket to the opening match of the 2019 Total Africa Cup of Nations (transportation and accommodations included).
- c. 4th to 7th Place: **iPods sporting the Africa Cup colors.**

It is explicitly understood that the Organizing Company will not provide any guarantee or assistance services, the prizes consisting exclusively of the awards stipulated by the Contest.

It is also explicitly understood that the prizes may under no circumstances be exchanged for their cash value, or for a prize of a different type, even one of the same value.

In the event of *force majeure* or if required by circumstances, and particularly in the event of any failure of the partner responsible for supplying the prizes, the Organizing Company reserves the right to replace the missing prizes without any complaint being made in this respect.

Under no circumstances will the Organizing Company be held responsible for the length of the waiting period before the prizes are released.

If, for any reason beyond the control of the Organizing Company, the winners are unable to obtain their prizes, said prizes will be definitively lost and will not be reattributed.

The winners explicitly recognize that the Organizing Company declines all responsibility for any incidents or damage of any type that may occur from the enjoyment and/or use of the prize awarded.

The prizes are nominative and cannot be transferred either free or in exchange of payment to a third party.

The prizes may not be received in any other form than the one stipulated herein. Consequently, the prizes may under no circumstances be exchanged, at the winners' request, for their cash value or any other prize.

Concerning prizes that include tickets to an event with travel and/or accommodations, only statutory employees of the Total Group on the date of the event may benefit from said prizes.

## **ARTICLE 6 – FILING OF THE TERMS AND CONDITIONS**

The present Terms and Conditions will be available on the Website (<http://africacup.total.com>).

The version available on the Website will be authoritative and will take precedence over any other information presented on the Contest Website.

A copy of these Terms and Conditions may be requested free of charge (slow-rate postage reimbursed) upon written request to the following contact of the Organizer:

**May Helou**

TOTAL MARKETING SERVICES

24 cours Michelet – La Défense 10 92069 Paris La Défense Cedex France

Only one reimbursement request will be accepted per Participant.

The request form is available for printing on the Website (<http://africacup.total.com>).

No response will be given to written, telephone or oral requests concerning the interpretation or application of the Terms and Conditions, the Contest procedures or the names of the winners.

## **ARTICLE 7 – PERSONAL DATA**

### **7.1 Registration and Use of Cookies**

The Organizing Company declares that it may use temporary cookies that will be valid for the duration of the Contest.

These cookies are data stored in your computer's Random Access Memory (RAM). They do not enable your identification, but do record all the data relative to your computer's actions on the Website (i.e., pages consulted, date and time of consultation, etc.). This data will be visible during your subsequent visits.

We inform you that you may refuse the registration of cookies by setting your browser accordingly.

Refusing the registration of cookies may be detrimental to your browsing on the Website (<http://africacup.total.com>), and to your participation in the Contest.

### **7.2 Data Verification**

Any data containing an anomaly will not be accepted or recorded. Examples include:

- An incomplete or erroneous email address, due to interrupted Internet transmission or connection or an intentional error on the part of the Participant.
- A participation request sent in after the registration deadline.
- Fraud or attempted fraud.

The Organizing Company reserves the right to take legal action before the competent courts against any author of fraud during participation in the Contest.

The Organizing Company reserves the right to carry out any necessary verification concerning the identity of the Participants, particularly to check the truthfulness of the information provided in the identification form.

### 7.3 Processing Purposes

Participation in the Contest requires the communication of the Participant's personal data. Said data is intended for the sole purpose of participating in the Contest, from the management of Participants' forms through to the possible awarding of prizes, and to comply with French legal obligations and regulations.

The Organizing Company is responsible for the processing of personal data. The Organizing Company will collect and process personal data in compliance with France's amended Act of January 6, 1978 on Data Processing, Data Files and Individual Liberties.

### 7.4 Data Recipients

In addition to the Organizing Company, the personal data collected from Participants may be communicated to TOTAL S.A. and its **Affiliates** (entities in which TOTAL S.A. directly or indirectly holds more than fifty percent (50%) of the capital or the voting rights) in connection with the management of the present Contest.

Personal data may also be communicated to the partners, service providers and subcontractors acting on behalf of the Organizing Company, solely to enable them to carry out their assignments within the framework of the present Contest.

The Organizing Company may transmit the personal data it has collected in the event of a request from a judicial authority or any other administrative authority authorized by law pursuant to the legal provisions in force in the country from which the participation has been registered.

### 7.5 Data Security and Confidentiality

The Organizing Company will take appropriate measures to preserve the security and confidentiality of personal data and, in particular, to prevent said data from being distorted, damaged, or accessed by unauthorized third parties.

### 7.6 Data Retention Period

The Organizing Company will retain data for as long as needed to achieve the purpose of processing, within a maximum time frame of one year.

### 7.7 Participants' Rights

In accordance with France's amended Act of January 6, 1978 on Data Processing, Data Files and Individual Liberties, Participants have the right to access, modify, correct and delete their data. Participants with a legitimate reason may also refuse that their data be processed. Participants may request to have their personal data sent to them in an accessible format. The Organizing Company reserves the right to refuse any request that it considers unreasonable.

To exercise their rights, Participants must send their request, along with proof of identity, to:

**May Helou**

TOTAL MARKETING SERVICES  
24 cours Michelet – La Défense 10 92069 Paris La Défense Cedex France

## **ARTICLE 8 – LIABILITY**

The Organizing Company reminds users of the Internet's characteristics and limits and informs Participants that it cannot be held liable for any consequences of connecting to the Internet via the Website (<http://africacup.total.com>).

In particular, the Organizing Company cannot be held liable for any tangible or intangible damage caused to users, their IT equipment and the data stored therein, or for any related impact on their personal, professional or commercial activity.

The Organizing Company cannot be held liable if an individual:

- Experiences a technical failure (e.g., status of the telephone line, power failure, server incident, accidental disconnection).
- Provides incorrect or incomplete contact details, making it impossible to send news of any prize winnings and the prize itself.

Participation in the Contest via the Internet implies that Participants understand and accept the characteristics and limits of the technologies used by the Internet, as well as related technologies, particularly as concerns technical performance; response time for consulting, modifying or transferring data; interruption risk; and more generally, risks inherent in any connection and transmission; the lack of protection for certain data against potential misappropriation and the risk of contamination by viruses circulating in the network.

Consequently, the Organizing Company cannot under any circumstances be held liable for the following, it being understood that this list is non-exhaustive:

- The content of the services consulted on the Website and, in general, of any information and/or data disseminated on the services consulted on the Website.
- The transmission and/or reception of any data and/or information on the Internet.
- Any malfunction of the Internet that prevents the Contest from moving forward/operating smoothly.
- Any failure of receiving equipment or communication lines.
- The loss of any paper or electronic mail and, more generally, the destruction of any data.
- Routing problems.
- Software operation.
- The consequences of any viruses, computer bugs, anomalies or technical failures.
- Any damage caused to a Participant's computer.
- Technical, hardware or software failures of any type that prevent or limit a person's ability to participate in the Contest or that damage a Participant's computer system.

It is stipulated that the Organizing Company cannot be held liable for any direct or indirect damage resulting from the Contest's interruption, malfunction, suspension or termination, no matter what the reason; or for any direct or indirect damage resulting in any way whatsoever from a connection to the Website. All Participants are responsible for taking the appropriate measures to protect the data and/or software stored on their IT equipment from any type of damage.

Users bear sole liability for their connection to the Website and participation in the Contest. By accepting the present Terms and Conditions, Participants acknowledge that they are aware of the Internet's limits in terms of security, and particularly of the fact that the technical reliability of data transmissions over the Internet is relative.

The Organizing Company will do everything within its power to protect data concerning each Participant effectively and to prevent any security incidents that could occur despite these measures due to the interference of a malicious third party. The Participants agree to refrain from communicating

their usernames to third parties.

In this respect, the Organizing Company cannot be held liable under any circumstances.

Furthermore, the Organizing Company cannot be held liable for any direct or indirect damage associated with the prizes or the Contest's different phases. The Contest results may not be challenged.

It is understood that the Organizing Company is organizing the Contest in its name and on its own behalf. Neither TOTAL S.A. nor any Affiliated Company may be held liable in this respect.

In the interest, among other things, of obtaining evidence of any act, occurrence or omission, the Organizing Company may avail itself of the programs, data, files, records, operations and other items (such as progress reports or other statements) prepared, received or stored directly or indirectly by the Organizing Company, notably in its information systems, in relation to the use of its Internet site.

The Participants agree not to challenge the admissibility, validity or conclusive force of the aforementioned items, on the grounds of any legal provision whatsoever and which could specify that certain documents must be written or signed by the parties to constitute evidence.

The aforementioned items therefore constitute useful, admissible, valid evidence that may be invoked in the same manner, in the same conditions and with the same conclusive force as any document prepared, received or stored in writing.

It is explicitly agreed that French law is the prevailing law.

The Organizing Company cannot be held responsible in the event service is interrupted due to an incident affecting the Internet or a technical incident beyond its control.

The Organizing Company cannot be held responsible if, due to incidents in the routing of email, information fails to reach the Participants.

Furthermore, the Organizing Company cannot be held liable in the event that one or more users are unable to connect to one or another of the aforementioned websites or take part in the Contest due to a technical failure or any problem associated with network congestion.

The Organizing Company and its partners cannot be held liable if they have to cancel, shorten, prolong or postpone the present Contest or modify its terms and conditions due to *force majeure* or events beyond their control. In particular, the Organizing Company cannot be held liable in the event of a change in the Contest dates.

Participants are invited to consult the Terms and Conditions and the Website regularly. Participants explicitly waive the right to challenge any modifications to the Terms and Conditions made by the Organizing Company or lodge any complaints or demand for compensation with regard to any such amendment.

The Organizing Company declines all responsibility for any incidents or accidents that may occur during the winners' enjoyment and/or use of the prizes awarded.

More generally, the Organizing Company cannot be held liable for damage of any type (personal, physical, tangible, financial or other) that occurs during participation in the Contest. Participants implicitly accept this condition by taking part in the Contest. No complaints may be lodged in this regard.

## **ARTICLE 9 – INTELLECTUAL PROPERTY**

All the content published on the Website (<http://africacup.total.com>) is protected by copyright of the Organizing Company and/or its suppliers and/or partners.



Said content primarily consists of, but is not limited to, information and data of any type or form (source files, image files, sound, videos, etc.).

The intellectual property regimes applicable thereto prohibit Participants from reproducing, partially or totally, disseminating, adapting or using the items to be published on this Website.

## **ARTICLE 10 – ACCEPTANCE OF THE TERMS AND CONDITIONS**

By taking part in the Contest, Participants implicitly accept the present Terms and Conditions available on the Website (<http://africacup.total.com>) without any reserves.

In the event of a complaint, for any reason whatsoever, requests must be sent to the Organizing Company within 3 (three) months from the end of the present Contest to the address of the Organizing Company (slow-rate postage refunded within a limit of one request per household, same name, same address).

Any person who fails to comply with one or more of the Articles of the present Terms and Conditions will forfeit the right to participate in the Contest, as well as the prize to which he or she may be entitled, or will be disqualified.

## **ARTICLE 11 – ETHICS**

The Organizing Company confirms its commitment to ensuring compliance with anti-corruption and anti-fraud rules and the applicable provisions of antitrust law and expects each Participant to make the same commitment.

In addition, all Participants agree to declare any potential conflict of interest that could arise during their participation in the Contest, associated in particular with the existence of any family, professional or other ties that could lead to a risk of a disputable decision about their Participation.

## **ARTICLE 12 – AMENDMENT, SUSPENSION OR CANCELLATION**

The Organizing Company cannot be held responsible if, in the case of *force majeure* or events beyond its control, the Contest is cancelled, postponed, suspended, amended or shortened.

In all cases, it reserves the right to extend the participation period and to postpone any date and/or time announced. Addenda and amendments to these Terms and Conditions may be published during the Contest. They will be considered as riders to the present Terms and Conditions. Prior information will be provided of any changes by appropriate means.

It is understood that participants implicitly accept such changes by participating in the Contest on or after the date the change comes into effect.

The Organizing Company reserves the right to cancel all or part of the Contest if it finds that fraud of any type has occurred, especially related to information technology, as part of participation in the Contest.

In the event of such an occurrence, it reserves the right to withhold the prize(s) from the person(s) who have committed fraud, to recover the prize(s) if the fraud is discovered after attribution and/or to take legal action before the competent courts against the author(s) and/or accomplice(s) of said fraud.

## **ARTICLE 13 – NULLITY**

Should one or more of the provisions of these Terms and Conditions prove invalid, none of the other provisions shall be affected.

#### **ARTICLE 14 – INDEPENDENCE**

Registration and participation in the Contest cannot, in any way whatsoever, create a link of subordination between the Organizing Company and the Participant.

#### **ARTICLE 15 – COMPLAINTS**

Any complaint relative to the application of the present Terms and Conditions or to their interpretation must be sent in writing to the following email address: MSAFRICACUP.2018@TOTAL.COM.

Notwithstanding the above, the Organizing Company reserves the right to take no action on complaints that it considers irrelevant.

#### **ARTICLE 16 – DISPUTES, APPLICABLE LAW**

In case of a dispute concerning the manner in which the present Terms and Conditions are applied or their interpretation, the Participants and the Organizing Company agree to attempt to reach an amicable settlement, and to avoid taking the matter to the courts if they are unsuccessful. The present Terms and Conditions are subject to French law, without prejudice to potential rules of conflict of laws that may exist.