

SINGULART ONLINE VOTING REGULATIONS

Article 1: Organizing Company

SINGULART, a simplified joint stock company with a share capital of €10,000, whose registered office is located at: 95 Avenue du Président Wilson, 93108 MONTREUIL, registered with the RCS of Bobigny under number 827 756 495, (hereinafter “the Organizing Company”) is organizing an operation for its subscribers entitled “SINGULART Awards” from January 15 to 29, 2023, accessible only on the website: singulart.com

The purpose of this operation is to allow internet users/subscribers to vote online for their favorite artist referenced on the SINGULART Online Art Gallery platform.

Article 2: Conditions of access

2.1. Voting is open to any natural person of legal age who, at the start date, has residential internet access and a personal electronic address (email) at which he/she can be contacted for the purposes of managing the operation (hereinafter “the participant”).

Only natural persons who manually and personally validate their participation may vote. This can only be done by Internet and by no other means. It is also necessary to have a valid permanent and not temporary e-mail address to participate.

Temporary and/or anonymous e-mail addresses (and in particular endings such as: youuemail.com, yopypmail.com, yopmail.com, brefmail.com, mailcatch.com, yopmail.fr, yopmail.net, cool.fr.nf, jetable.fr.nf, nospam.ze.tc, no-mail.xl.cx, mega.zik.dj, speed.1.s.fr, courriel.fr.nf, moncourrier.fr.nf, monemail.fr.nf, monmail.fr.nf, etc.), as well as e-mail addresses from domains created and/or registered for the purpose of this game. A single household may use only one e-mail address to participate in the vote.

Only one vote per person/household (same postal address and/or same e-mail address) will be accepted for the entire duration of the operation. In the event of a dispute, proof of identity may be requested.

Any attempt by a participant to participate more than once will result in the cancellation of all the votes of the said participant for the artist concerned.

Only entries that comply with all the stipulations of this article shall be accepted. The Organizing Company reserves the right to carry out any verification that it deems useful, in particular concerning the identity, age and address of each participant, with a view to ensuring compliance with the stipulations of this article.

2.2. Participation in the vote implies express and unreserved acceptance of these rules in their entirety, the rules of ethics in force on the Internet (etiquette, code of conduct, etc.). It is strictly forbidden, by any means whatsoever, to modify or attempt to modify the mechanisms of the proposed operation, in particular in order to modify the results.

Article 3: Participation procedures

To vote, each participant must:

- 1/ Go to the website: singulart.com and read the rules.
- 2/ Select the artist for whom they wish to vote.
- 3/ Either log in (if they already have an account) or create an account in the window that opens automatically.
- 4/ Click on the “vote” button to validate their choice.

Article 4: Determining the Winners

At the end of the voting period from January 15 to 29, 2023, the artist who has received the

most votes will be designated the winner of the SINGULART Awards.

Article 5: Prizes

The winner will receive:

- A trophy specially made by the artist Pierre BRAULT, of no commercial value
- Web marketing and brand pushes, of no commercial value

The prizes shall not be grounds for any dispute whatsoever by the winner.

The prizes awarded are strictly personal and nominative, and may not under any circumstances be the subject, on the part of the Organizing Company, of a cash refund or of any exchange or remittance of their total or partial equivalent value, in kind or in cash. They are non-transferable and cannot be sold.

However, in the event of force majeure, or if the circumstances justify it, the Organizing Company reserves the right to replace all or part of the prizes announced with prizes of equivalent value.

Article 6: Informing the Winner and Awarding the Prizes

Within a maximum of 10 days after the close of voting, the Organizing Company will contact the Winner to inform them of their victory and their prizes. The Organizing Company will also confirm directly with the winning artist the delivery details for shipping the trophy. In this respect, the Organizing Company reserves the right to call upon a specialized external service provider.

Article 7: Liability

The liability of the Organizing Company is strictly limited to the delivery of the prizes actually and legitimately won.

It is expressly stated that the Internet is not a secure network. The Organizing Company shall therefore not be held liable for contamination by any virus or for the intrusion of a third party into the computer system of the voting participants and declines all responsibility for the consequences of the connection of the participants to the network.

More particularly, the Organizing Company shall not be held liable for any damage caused to participants, their computer equipment and the data stored therein, as well as for the consequences that may arise from such damage to their personal or professional activities. The Organizing Company shall not be held liable in the event of malfunctioning of the Internet, telephone lines or reception equipment preventing the proper conduct of the participant's vote.

The Organizing Company may cancel all or part of the operation if it appears that fraud has occurred in any form whatsoever, in particular in a computerized manner in the context of participation in the vote or the determination of the Winner. In such a case, the Organizing Company reserves the right not to award the prizes and/or to prosecute the perpetrators of such fraud before a competent court.

The Organizing Company shall not be held liable for any incident and/or accident that may occur during the utilization of the prizes awarded and/or due to their improper use by the Winner.

It is specified for all purposes that the Organizing Company shall not provide any service or guarantee related to the use of the above prizes, other than the delivery of the prizes provided for the operation.

Article 8: Modification of the Rules

The Organizing Company reserves the right to cancel, postpone, extend, or shorten the

operation, as well as to modify all or part of the conditions of access and/or the terms and conditions of implementation of the operation, if obliged to do so by the circumstances, without having to justify this decision and without its liability being incurred in any way as a result.

Any modification of the rules will give rise to a new filing with the bailiff mentioned in article 10 below and will come into force as soon as it is put online.

Article 9 - Privacy - Data Files and Liberties

The personal data collected for participation is mandatory. It is intended exclusively for the Organizing Company, for the sole purpose of validating votes, to meet legal and regulatory obligations, and to offer professional opportunities.

Any use of personal data for promotional purposes is subject to the specific agreement of the participants.

In accordance with the amended law no. 78-17 of January 6, 1978, relating data processing, data files and individual liberties (known as the "Information Technology and Freedoms Act") and the General Data Protection Regulation (RGPD) no. 2016/679 of April 27, 2016, all participants have the right to access, rectify, delete and dispute data concerning them by sending a written request to: SINGULART Awards, 122 rue de Rivoli, 75001 Paris. The exercise by a participant of their right to delete their data will result in the cancellation of their participation in the vote.

Article 10: Submission and Consultation of the Rules

Participation in the SINGULART Awards implies full and unreserved acceptance of the present rules in their entirety, as filed with Maître Arnaud DE MONTALEMBERT D'ESSE, Bailiff associated with SAS DE LEGE LATA - CDJA, holder of a bailiff's office located at: 39 rue de Liège, 75008 PARIS.

The rules are available in their entirety throughout the operation on the website: singularart.com

Article 11: Applicable Law

These rules are subject to French law.

In the event of a dispute or claim, for any reason whatsoever, requests must be sent in writing to the Organizing Company within two (2) months after the end of the SINGULART Awards (postmarked).

Any dispute arising from the SINGULART Awards that cannot be settled amicably will be submitted to a competent court