

# Terms of Use

## **Preamble**

The companies 37DEUX and 37DEUX VOYAGES, entities of the GROUPE 37DEUX, offer, according to their specialties, to provide gifts or trips to Beneficiaries chosen and designated by a Client within the framework of a promotional action, network activation, or loyalty program, using a dedicated website and/or a personalized catalog. The dedicated website, as well as the catalog of gifts and trips, are the property of the company GROUPE 37DEUX.

These General Terms and Conditions of Use (the "T&C") define the terms of use of the website [www.manitou-master2025.com](http://www.manitou-master2025.com) (hereinafter referred to as the "Site"), the provision of digital tools to order Gifts or register for Trips in accordance with the determined loyalty program, and the obligations and rights of each Party. They complement the general terms and conditions of sale and ordering of Gifts and Trips applicable to the contractual relationships between the companies 37DEUX and 37DEUX VOYAGES, entities of GROUPE 37DEUX, and the Beneficiaries.

These terms must be expressly and fully accepted by any User of the Site.

The User agrees to use the information contained on the Site for personal, non-commercial purposes. In case of non-compliance with these provisions, the User's civil and/or criminal liability may be engaged.

## **ARTICLE 1 - PROTECTION OF PERSONAL DATA**

The User benefits, through the Site, from a gift loyalty program (hereinafter referred to as the "Services"). 37DEUX or 37DEUX VOYAGES is thus required to process the User's personal data strictly necessary for the provision of the Services (hereinafter referred to as the "Personal Data").

37DEUX or 37DEUX VOYAGES processes your Personal Data on the Site as a data processor.

### **Data Collection and Processing**

#### **1.1. Types of Data Collected, in Alphabetical Order**

Email address, delivery address, billing address, communications with customer support, user account, consent cookies, connection date and time, disconnection date and time, files and links downloaded to the services, activity history, identifier, activity status, time spent on a page or screen, order statistics.

#### **1.2. Purposes of Processing**

Creation of user accounts on the site, allocation of points, exchange of points/rewards, invoicing of ordered gifts, extraction of order statistics, extraction of statistics related to end customers.

#### **1.3. Legal Basis for Processing**

The various purposes of this processing are based on the contract (Article 6-1b of the GDPR).

#### **1.4. Data Retention Period**

Data is retained for the duration of the contractual relationship. After this period, a data extract is provided to the client ordering party, and the platform's archives, as well as server data, are deleted after 5 years.

## 1.5. User Rights (GDPR)

All requests regarding the rights of concerned individuals are processed through the compliance tool of the service provider 37DEUX: DASTRA. This application allows:

- Automatically collecting rights requests through a collection form,
- Efficiently managing requests,
- Securely communicating with requesters,
- Accessing statistics.

A rights management procedure enables efficient handling of individuals' requests:

- Right of access
- Right of rectification
- Right to erasure (right to be forgotten)
- Right to restriction of processing • Right to data portability
- Right to object • Right not to be subject to automated decision-making
- General procedure for exercising rights

## 1.6. Privacy Policy

### 1.6.1. Security Measures

The security measures implemented to ensure data protection are technical, organizational, and legal. These are derived from the CNIL guidelines. The main measures include:

- Authentication
- Unique identifier (login) for each user
- Encryption, hashing, signing of data
- Authorization of participants
- Physical protection of premises
- Securing remote access of mobile devices via VPN
- Segregation of IT environments
- Use of regularly updated professional antivirus software
- Use of two-factor authentication

### 1.6.2. Data Transfers

Various data may be transferred to a subcontractor, SALESFORCE, whose headquarters is located in San Francisco (USA), but which participates in the DATA PRIVACY FRAMEWORK program (EU GDPR compliance) and has implemented BCRs indicating that this subcontractor legally respects the fundamentals of the GDPR.

### 1.6.3. Privacy Policy Updates

Our company places great importance on the protection of your personal data and the transparency of our practices regarding information processing. As such, we have implemented a detailed privacy policy. Our privacy policy clearly and comprehensively explains:

- The types of personal data we collect
- The purposes for which we process this data
- The legal bases for these processes
- The data retention period
- Your rights as a concerned person and how to exercise them

- The security measures implemented to protect your information We commit to keeping this privacy policy up to date to reflect any changes in our practices or applicable regulations. It is regularly reviewed, at least annually, and more frequently if necessary.

#### 1.6.4. Responsibility and Notification in the Event of a Data Breach

Our company is committed to protecting users' personal data and complying with legal obligations regarding data protection, including the General Data Protection Regulation (GDPR). In the event of a data breach, we have a procedure for notifying the competent supervisory authority (the National Commission for Informatics and Liberties - CNIL) in compliance with legal requirements. If a data breach presents a high risk to the rights and freedoms of individuals, we will inform them promptly. This notification will include the nature of the breach, its probable consequences, and the measures taken or planned to remedy and mitigate its potential negative effects. In the event of a data breach, our company will implement appropriate technical and organizational measures to handle the incident, limit its impacts, and prevent recurrence. These measures may include, but are not limited to, strengthening our security systems, modifying internal procedures, or taking any other necessary action to protect personal data.

#### 1.6.5. Subcontractors and Partners

In the course of our activities, we may use subcontractors to process certain personal data. We ensure that we select subcontractors who provide sufficient guarantees regarding the implementation of appropriate technical and organizational measures to ensure that the processing complies with the General Data Protection Regulation (GDPR) and guarantees the protection of your rights.

##### **Antoine Geay**

Compliance Officer • INTERNAL AUDIT

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Contractual Guarantees: We require our subcontractors, through contracts compliant with Article 28 of the GDPR or CCT or DPF, to:

- Process data only for specified purposes
- Ensure the confidentiality of data
- Implement appropriate security measures
- Assist our company in meeting our obligations regarding data protection
- Delete or return all personal data at the end of their service
- Provide all necessary information to demonstrate compliance with their obligations

Subcontractor Compliance: We regularly verify our subcontractors' compliance with the GDPR requirements and the established contractual clauses. This verification may include audits, inspections, or requests for certifications.

Liability in Case of Default: In accordance with Article 82 of the GDPR, we remain fully responsible for the processing of your personal data, even when such processing is carried out by a subcontractor. In case of non-compliance by a subcontractor with its data protection obligations, we will take all necessary measures to enforce the rights of the individuals concerned and, if applicable, seek remedy from the defaulting subcontractor.

We reserve the right to change subcontractors or add new ones with your consent. Any substantial modification to our subcontractor list will be communicated to the concerned individuals by appropriate means.

**Contact:** The Data Protection Officer (DPO) of 37DEUX is available for any information at the following contact details: Data Protection Officer 37DEUX

31 Allée Alain Gautier  
85340 Les Sables d'Olonne  
France  
Email: [dpo@37deux.com](mailto:dpo@37deux.com)

We strive to process your personal data in full compliance with applicable regulations and respond satisfactorily to all your inquiries regarding data protection. However, if you believe that we have not met your expectations or that the processing of your personal data does not comply with data protection rules, you have the right to file a complaint with the competent supervisory authority. In France, the supervisory authority for data protection is the National Commission for Informatics and Liberties (CNIL). You can contact the CNIL:

- Via their website: <http://www.cnil.fr/>
- By mail at: CNIL 3 Place de Fontenoy TSA 80715 75334 PARIS CEDEX 07

Before contacting the CNIL, we invite you to contact us directly to express your concerns. We will do our best to find a satisfactory solution to your inquiry.

## **ARTICLE 2 – COOKIES**

Through the "Cookie Policy" document available for download on the site, you are informed about the cookies used on the Site. Cookies send information about you and your behavior on the Site to the development, project, and marketing services of the technologies you use. You should be able to know what information is collected, its purposes, and have the right to oppose its use.

### **2.1. Cookies Requiring Consent:**

According to the CNIL, cookies requiring prior information and consent are:

- Cookies related to advertising operations
- Social media cookies generated by social media sharing buttons when they collect personal data without the consent of the individuals concerned
- Some audience measurement cookies.

### **2.2. Collecting User Consent:**

Upon your first visit to the Site, a cookie management banner at the bottom of the screen describes the use of cookies on the Site. This banner asks for explicit consent. The user can accept the cookies or review details via the "Customize" option. Through this tab, the user can choose to block cookies associated with certain technologies or block all cookies for the services.

### **2.3. Cookie Lifespan:**

The maximum lifespan of cookies is 13 months. Following CNIL recommendations, the user's consent will be requested again during their next visit to the Site after this period.

### **2.4. Cookie Management Options:**

From the first connection on the Site, and then annually, the User can accept or refuse cookies through the banner describing the purposes of cookie placement or only certain cookies. This action is reversible at any time, and the User can freely manage the list.

### **ARTICLE 3 – OPEN WEB ANALYTICS**

This site uses Open Web Analytics, a website analytics service provided by OWA. Open Web Analytics uses cookies, which are text files placed on your computer, to help the website analyze how users use the site. The data generated by the cookies regarding your use of the site (including your IP address) will be transmitted to and stored by OWA. OWA will use this information to evaluate your use of the site, compile reports on site activity for its publisher, and provide other services related to site activity and internet usage. You can disable the use of cookies by selecting the appropriate settings in your browser. However, disabling cookies may prevent you from using certain features of this site. By using this website, you expressly consent to the processing of your personal data by OWA in the manner and for the purposes described above.

### **ARTICLE 4 - COPYRIGHT AND INTELLECTUAL PROPERTY**

The entire Site and each of the elements that make it up, including but not limited to texts, images, photographs, illustrations, are, unless stated otherwise, the exclusive property of its designer, the company 37DEUX or the company 37DEUX VOYAGES. As a result, in accordance with the provisions of the Intellectual Property Code, the legislative and regulatory provisions of all countries, and international conventions, any reproduction, representation, or public communication is reserved, including for downloadable documents and visual, audiovisual, photographic, iconographic, or other representations.

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### **ARTICLE 5 - HYPERTEXT LINKS**

Creating hypertext links to the Site cannot, under any circumstances, engage the responsibility of the Site. Hypertext links established from the Site to other websites cannot, under any circumstances, engage the responsibility of the Site.

### **ARTICLE 6 – DISCLAIMER OF LIABILITY**

**6.1.** The documents we publish in electronic form on this site undergo numerous reviews; however, they may contain errors. If you notice any errors, please do not hesitate to inform us by contacting the publication manager.

**6.2.** The texts published may also have been updated between the time you downloaded them and the time you accessed them. Therefore, we do not guarantee in any way that this information is accurate, complete, or up to date.

**6.3.** As a result, 37DEUX disclaims any liability for any inaccuracies, errors, or omissions regarding the information available on this Site.

**6.4.** No liability shall be held regarding any direct or indirect damages resulting from your access to or use of this Site, or any damage or virus that could affect your computer or other IT equipment. More generally, no express or implied warranty is provided concerning any or all parts of the Site.

**6.5.** Every effort is made to ensure the Site is accessible at all times. However, any responsibility for difficulties in accessing the Site or interruptions in the connection, regardless of the cause, is excluded. Notably, any modifications to the Site deemed necessary may be made without prior notice, even if access to the Site is consequently interrupted.

**6.6.** When you join the program and during your participation, you agree to provide accurate information. Any updates to this information must be made by you as soon as possible. In case of doubt, 37DEUX may request any supporting documents deemed necessary. For this, you will log in to the Site in the "My Account" section. 37DEUX's liability cannot be held in this regard.

**6.7.** You are solely responsible for the use of your points. Any use made prior to a dispute is deemed to have been carried out by you, and you assume full responsibility for it.