

## Terms of Use

### 1. Application organisers

The company under the name "BBDO COMMUNICATIONS GROUP S.A." hereinafter "BBDO" with registered offices in Neo Iraklio, Attica 41-45, Marinou Antipa Street, has undertaken, by order, in the name and on behalf of the company "GAP S.A." with registered offices in Agios Dimitrios, Attica, 46 Agisilaou Street, to organise a promotional action via an application entitled "Kilometres for Good" (hereinafter "the Application"), in which the public can participate online in accordance with the following terms of participation (hereinafter the "Terms"), which shall be posted and continuously updated throughout the duration of the Application, at the website: [www.eviol.gr](http://www.eviol.gr) (hereinafter the "Website").

The aim of these terms is to determine the terms of participation in the Application for every interested party. Participation in the Application constitutes full and unconditional acceptance of these terms of participation.

GAP S.A., reserves the right to unilaterally amend these Terms at its absolute discretion, to extend or to reduce the duration or even cancel the Application for any reason and at any time, by means of a relevant publication-post on the Website, at the latest two (2) days prior to the said change.

Any such change shall be binding for each participant. GAP S.A. and BBDO do not accept, nor are they subject to any liability due to the aforementioned amendments and the participants are not entitled to any type of compensation or any other claim towards the organising companies, for the aforementioned reason.

The aforementioned organising companies shall first and foremost try to render the use of their systems secure, and to provide through them accurate, full, valid, reliable and up-to-date information and content. In any case however, participants in the Application agree that they must evaluate the content and that they are exclusively responsible for their actions, based on participation in the aforementioned Application, including any decision to rely on the correctness, completeness and/or validity of the relevant content.

### 2. Application Duration

The total duration of the above promotional action and Application is determined as follows: It starts as of 11.11.2017 and ends on 31.05.2018 (hereinafter the "Duration").

It is explicitly stated that after the end of the Application or after any shortening of its duration, participation shall not be possible and the distances covered shall not count towards the accumulation of kilometres.

### 3. Right of participation

By means of the application, which is installed on their phones for free, participants take steps which the application calculates and adds up until each participant covers a distance of forty two (42) kilometres. The completion of 42 kilometres by each participant contributes with one (1) participation (that corresponds to 1 nautical mile) to the action's overall goal which is to amass as many nautical miles as possible.

If the total nautical miles gathered through the active participation and contribution of all participants are more than fifty (50), then GAP S.A. shall pay the amount of five thousand euro (€ 5,000.00) to the "Aegean Team Civil Non-Profit Company", as a sponsorship.

By entering their information into the Application, participants explicitly and unconditionally state their consent for this material to be used by GAP S.A. for promotional and communication reasons throughout the duration of the Application and after it has ended. GAP S.A. reserves the right to select the information that it will eventually post.

Participants can take part in the Application as many times as they wish throughout its duration.

All internet users, with an Application account are eligible for participation. In order to open an account, users shall have to complete their name and surname, their email address and state that they are over 18 years of age and that they accept these terms. Only users (owners) of accounts can participate, therefore users themselves (owners) of an account must meet the eligibility conditions.

### 4. Obligations of Application participants

Each participant in the Application explicitly and unconditionally guarantees that they will provide true, accurate, up-to-date and complete information regarding their person upon registration and when giving their consent with regard to participation in the aforementioned promotional action/Application (hereinafter "Registration Data"). They also commit to duly maintaining and updating the Registration Data so that it remains true, accurate, up-to-date and complete throughout the duration of this promotional action. In the event that the user/participant uses information that is untrue, inaccurate, outdated or incomplete or misleading, the companies GAP S.A. and BBDO are in no way liable and the user is considered exclusively liable for the distorted/false display of the user/participant's status.

The data collected shall include what is mentioned above under term 3. Subject to any other specific stipulations, it is not mandatory to provide any other additional information that is not necessary or reasonable to be requested in the context of the Application.

Any Application participant or user who is found to violate or who is suspected of attempting to violate the network, system or programme of the Website (hacker), is immediately expelled from the application whilst the organisers reserve the right to bring the issue before the competent authorities.

## 5. End of Application

After the End of the Application as well as of the above support of the "Aegean Team", any obligation on the part of GAP S.A. and BBDO ceases to exist. GAP S.A. shall not have or assume any obligation towards the participants after the end of the said promotional action.

## 6. Privacy

The personal details of Application participants (full name, email) will be collected by GAP S.A. and BBDO, entered into databases and processed for the purpose of organisation, evaluation, publicity and conducting of the Application, always within the framework and conditions of Law 2472/1997, as in force, for the purpose of marketing their Products and Services.

The above data shall under no circumstances be disclosed to any other legal entity or natural person other than the above. With regard to such databases, participants reserve the right to access, correct, delete or object to the data that concerns them, in accordance with the stipulations below and the relevant provisions of Law 2472/1997 as in force.

Participation in the Application constitutes a free and clear statement and explicit consent by the participants regarding the processing of their aforementioned personal details/data and the keeping of a relevant record for the aforementioned purposes.

The statement by each user-participant is available to him/her at any time. Users have access to the standardised text stating their consent. If they wish to receive the specific details of their own statement of consent (date, time, etc.), they can exercise their right of access in accordance with Article 12 of Law 2472/1997 and the provisions thereof.

Exercising the right of access can be effected via a system similar to the system via which the user's statement of consent was effected.

Users' statements may be revoked at any time, without a retroactive effect. For this purpose, the user is provided with an electronic service for revocation of consent, by sending a relevant email to the address [m.kanava@gap.gr](mailto:m.kanava@gap.gr) or [info@ba.bbdogroup.gr](mailto:info@ba.bbdogroup.gr), which shall be available to users at any time, through the use of a system similar to the one through which the statement of consent was given.

The party responsible for processing the participants' relevant data/information keeps a legal consent revocation record. The statement of consent is kept for as long as the user is sent promotional communications and in any case, for no longer than six (6) months after the discontinuation of the promotional actions by the party or after the revocation of consent by the participant or user.

The revocation of consent is kept for the same amount of time.

GAP S.A. and BBDO reserve the right to publish the results of the Application on the Website, as well as on other of their relevant sites, or printed material as well as to proceed to exploit any relevant event for advertising purposes and perhaps use any news related element. Moreover, participation in this Application automatically implies consent toward this and the granting of the necessary intellectual property rights by the participants to GAP S.A. and BBDO free of charge as well as expressly declaring that the above do not offend any aspect of their personality.

By participating in the Application, each user unconditionally consents to the above, without the payment of any reward or compensation.

#### 7. Acceptance of terms - Jurisdiction - Applicable law

Participation in the Application presupposes and entails unconditional acceptance of the entirety of these Terms, even if they are amended in the future, as stipulated above. Any dispute arising in relation to the Application and the application of these Terms shall be resolved initially by a committee to be selected exclusively by GAP S.A. Furthermore, any dispute pertaining to the above Application that cannot be resolved as stipulated shall be resolved exclusively by the competent Courts of Athens and governed by Greek Law.