

Social Media Contest Game Rules

“Halloween Giveaway OVHcloud Gaming”

Article 1: Organizing company

OVH SAS, a simplified joint-stock company (SAS) with a share capital of 50.000.000 euros, whose registered office is located at 2 rue Kellermann, 59100 Roubaix, France, registered in the Lille Métropole Trade and Companies Register (RCS) under number 424 761 419, hereinafter referred to as “OVHcloud”, the “Organizing Company” or “the Organizer”, organizes a free game, with no obligation to purchase, from 22/10/2026 to 31/10/2026 at 12:00 (noon) Paris time called the “Halloween Giveaway OVHcloud Gaming”, hereinafter referred to as the “Game”, on the social network X.

These Rules define the legal rules applicable to this Game.

Article 2: Conditions for participation

This Game, with no obligation to purchase, is open to any natural person aged at least 18 years on the day of his or her participation in the Game, residing in metropolitan France, with internet access and a valid X user account, excluding the employees of the Organizer and of the companies of the OVHcloud group, as well as any person who took part in the organization of the Game. Participation in the Game is free of charge and is not subject to any obligation to purchase.

To participate, participants must go to the page where the post announcing the Game is located.

Participation in the Game implies for any Participant the full and unconditional acceptance of these Rules. The Rules prevail over all materials (including advertising) relating to the Game. Failure to comply with these Rules will result in the automatic cancellation of the participation and of any allocation of the Prize.

Article 3: Modalities of participation

To participate in the Game, simply:

- Log in to the @OVHcloud_Gaming page, which can be accessed via the following address: https://x.com/OVHcloud_Gaming (provided that you have an X account);
- Follow the https://x.com/OVHcloud_Gaming page by clicking on the relevant button, if the participant is not already a follower;
- Repost (retweet) the post announcing the Game with a personal account, between 22/10/2026 and 31/10/2026.

No other means of participation will be accepted. Any incomplete participation or participation not in accordance with these Rules shall not be considered and shall not be subject to any complaint.

Article 4: Game principles

Participation in the Game is limited to one (1) participation per person (only one account per social network per person is allowed) for the entire duration of the Game. The creation of multiple accounts or the repeated posting of the same content in order to increase one's chances of winning is prohibited and will result in the exclusion of the participant.

Only entries that have been successfully completed and validated before the closing date and time of the Game will be considered.

The Organizer reserves the right to verify the identity, age and place of residence of the winner before the Prize is awarded. Any false, incomplete, inaccurate or fraudulent information will result in the cancellation of the participation and the non-award of the Prize.

Any fraud, by any technical means whatsoever, intended to distort the proper conduct of the Game or the designation of the winner is prohibited and will result in the immediate exclusion of its author. In such a case, the Organizer reserves the right not to award the Prize to the author of the fraud and/or to bring proceedings against him or her before the competent courts.

Article 5: Prize

The description and value of the Prize are as follows:

- One (1) SYS-GAME-1 dedicated server with the OVHcloud Game Panel installed, with a public price of €49.99 excl. VAT per month, i.e. a total estimated value of €599.88 excl. VAT (€719.86 incl. VAT) for the one-year period (basic configuration: AMD Ryzen 5 3600X CPU – 6 c / 12 t – 3.8 GHz / 4.4 GHz, memory 32 GB DDR4 ECC 2666 MHz, storage 2 × 512 GB NVMe SSD (software RAID), location of your choice depending on availability, no distribution).

The Prize is valid for a period of one (1) year from its activation. At the end of this period, the service will end automatically and will not be renewed, unless the winner expressly decides to renew it as a paying service under the conditions then in force.

The value indicated for the Prize corresponds to the public price currently charged or estimated at the date of drafting of these Rules; it is given as a mere indication and is subject to change. The Prize is not interchangeable against another object or against any monetary value, and will not give rise to a partial or total refund. Participants are informed that the sale or exchange of prizes is strictly prohibited.

In the event of force majeure preventing the delivery of the Prize, the Organizer may replace it with a prize of equivalent or higher value and similar characteristics. The winner will be informed beforehand.

Article 6: Selection of the winner

The random electronic draw will take place on 31/10/2026, after the closing of participations, using the online tool Comment Picker (<https://commentpicker.com>), among the accounts having reposted the Game post.

The draw will designate one (1) winner from among the participants who have complied with the conditions of the Game.

The winner will be required to comply with these Rules. If it turns out that he or she does not meet the criteria of these Rules, the Prize will not be awarded to him or her and a new draw may be carried out.

Article 7: Prize delivery

The winner will be announced by the Organizer on 02/11/2026 in a post published on the X page @OVHcloud_Gaming, mentioning his or her X username, and informed by private message on X. The winner must reply to the Organizer by private message to communicate his or her contact details (surname, first name, email address and NIC handle if already an OVHcloud customer) so that the Prize can be delivered.

If the winner does not contact the Organizer within thirty (30) days after the winner is announced, he or she will be considered to have given up the Prize, and the Prize may be reassigned to another participant by a new draw.

The Organizer reserves the right to communicate the contact details of the winner to any partner in charge of sending or delivering the Prize.

By accepting the Prize, the winner authorizes the Organizer to use his or her username on the social network concerned in the post announcing the result of the Game, without this use giving rise to any rights or compensation other than the Prize won.

The winner will have a period of two (2) months, from the date on which the Organizer sends him or her the Prize activation details, to activate it.

OVHcloud's provision of the Prize as part of the Game is governed by the following documents:

- Dedicated Server Special Conditions:
https://storage.gra.cloud.ovh.net/v1/AUTH_325716a587c64897acbef9a4a4726e38/contracts/2fbf086-contrat_partDedie-FR-20.0.pdf
- Annex "Processing of Personal Data":
https://contract.eu.ovhapis.com/1.0/pdf/OVH_Data_Protection_Agreement-en.pdf

- General Terms and Conditions of Service:
https://contract.eu.ovhapis.com/1.0/pdf/contrat_genServices-fr.pdf

By accepting the Prize, the winner agrees to accept these conditions, which will be made available to him or her before the activation of the Prize.

Article 8: Limitation of liability

By participating, the participant acknowledges that the company operating the social network X is in no way a sponsor, organizer or administrator of the Game and is not responsible for its organization and operation.

The Organizer shall not be held liable for any fact that is not attributable to it, in particular in the event of malfunction of the social network X, bad or unavailable network, technical failure of the participant's equipment, risks inherent in any connection and transmission over the internet, and risks of contamination by possible viruses circulating on the network. The use of the Prize is governed by the contractual documents listed in Article 7. Nothing in these Rules shall exclude or limit the Organizer's liability where such exclusion or limitation is prohibited by law.

Participation involves knowledge and acceptance of the characteristics and limitations of the internet and social networks, in particular the lack of protection of certain data against possible misappropriation or hacking, and the risks of contamination by possible viruses present on the network.

Article 9: Force majeure

In the event of force majeure within the meaning of Article 1218 of the French Civil Code, the Organizer may modify, shorten, extend, postpone or cancel the Game, without its liability being engaged. The Organizer may also cancel all or part of the Game if it appears that fraud has occurred. Any such modification or cancellation will be announced to participants by a post on the @OVHcloud_Gaming page and, where applicable, by an amendment to these Rules published under the same conditions as these Rules.

Article 10: Accessibility of the Rules

Rules can be sent free of charge to any person who makes a written request to OVH SAS at the following address: 2 rue Kellermann, Service Social Media, 59100 Roubaix, France.

No telephone inquiries relating to the terms of the Game or the interpretation of these Rules will be answered.

Article 11: Personal data

Terms used with a capital letter in this article, and which have not been defined in these Rules, have the meaning given to them in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation" or "GDPR").

The Organizer informs the Participant that it will collect and process Personal Data concerning him or her (hereinafter "Personal Data"), in its capacity as Data Controller, for the following purposes:

- Administrative management, including taking into account the participation of participants;
- Execution and follow-up of these Rules, including the determination of the winner and the delivery of the Prize;
- Follow-up of disputes relating to these Rules, as well as the enforcement of decisions and judgments.

The processing of Personal Data carried out by the Organizing Company is based on the performance of a contract (in this case, these Rules) to which the Participant is a party, or on the performance of pre-contractual measures taken at the request of the Participant.

The Personal Data relating to participants collected by the Organizing Company is as follows:

- X username.

The Personal Data relating to the winner collected by the Organizing Company is as follows:

- First and last names;
- X username;
- Email address;
- NIC handle (if the winner is an OVHcloud customer).

The Participant is informed and accepts, upon participation in the Game, that the Personal Data that he or she will be required to provide if designated as the winner (see above) will be requested by the Organizer via X private messaging for the delivery of the Prize. The communication of the X username is necessary to participate in the Game, and the communication of the winner's Personal Data listed above is necessary to receive the Prize.

The Organizing Company discloses the Participant's Personal Data, where applicable, to its processors within the meaning of the GDPR, as well as to the following recipients:

- For administrative management: the employees of the Organizing Company responsible for managing the relationship with the participant;
- For determining the winner (i.e. the draw): Comment Picker.
- For participation in the Game: the company operating the social network X, acting as an independent controller for the processing carried out on its platform, under its own privacy policy.

The Organizing Company implements appropriate technical and organizational measures, including physical, hardware and software measures, to preserve the security, integrity and confidentiality of the Participant's Personal Data and to protect it from any access, use, misappropriation, modification, disclosure or destruction by unauthorized persons.

The Organizing Company will retain the Personal Data relating to the participants for a period of ninety (90) days from the closing date of the Game. The winner's Personal Data necessary for the provision of the Prize are then processed under the conditions set out in the contractual documents listed in Article 7.

The Organizer processes the Participant's Personal Data within the European Union. The processing carried out by the company operating the social network X on its platform is governed by its own privacy policy.

The Participant may exercise his or her right of access, right of rectification and erasure, right to restriction of processing, right to data portability, as well as the right to object, by contacting the Organizing Company by post at the following address: Data Protection Officer – OVH SAS – 2 rue Kellermann, 59100 Roubaix, France, or by email at dpo@ovh.com, or by completing the form provided for this purpose on the OVHcloud website.

In the event of reasonable doubt as to the identity of the person making the request, the Organizer may request the additional information necessary to confirm it.

The Participant may lodge a complaint with a supervisory authority (such as the CNIL) if he or she believes that the processing of his or her Personal Data by the Organizing Company violates the applicable regulations on personal data.

Article 12: Intellectual property

All trademarks, logos and other distinctive signs reproduced in the context of the Game, on the Organizer's pages and on the sites to which they allow access through hyperlinks, are the exclusive property of their owners and are protected as such by the provisions of the French Intellectual Property Code.

Unauthorized reproduction of these trademarks, logos and signs may result in criminal penalties.

All software, texts, comments, illustrations and images reproduced in the context of the Game are subject to copyright, and their unauthorized reproduction constitutes an infringement punishable by criminal penalties.

Article 13: Disputes and claims

Any question or claim relating to the Game must be sent in writing to OVH SAS, Service Social Media, 2 rue Kellermann, 59100 Roubaix, France. The Organizer will endeavour to resolve it amicably.

Article 14: Applicable law

These Rules and the Game are governed by French law. Failing an amicable resolution, any dispute shall be brought before the competent courts under the conditions of ordinary law.

If any provision of these Rules is declared null and void, this shall not affect the validity of the other provisions of these Rules.