



**Cherry Checkout - Great Donor
Terms & Conditions
Advertising and charity lotteries
In the EU excluding Switzerland
Version 30 Avril 2018
Games offered for an unlimited period**

1. Introduction

Cherry Checkout ("Sponsor" or "Cherry Checkout") is organizing advertising prize-draws for charities (hereinafter the "Contest"), based on a random process, allowing to offer a Gain to a Participant in the Contest.

The Competition is accessible by payment from the Participant during the purchase of a good or service on an e-commerce site.

The competition is organized in partnership with e-commerce sites ("Partners Sites" or "Partners"). Participants who responded accurately to a question, or participate directly, will participate in a Random Selection which will designate one winner per contest.

Participation in the Contest can not be withdrawn according to (see section 5).

Le site www.cherrycheckout.com is edited by the company Cherry Checkout SA whose registered office is located in Route Cantonale de Sierre Montana 17, CH-3975 Randogne, SUISSE and under the VAT identification number CHE-406.726.468.

This Contest Regulation ("Contest Rules") apply to all competitions ("Contest") carried out in collaboration with Partners. It is made available for the Participants at www.cherrycheckout.com where it is directly searchable.

The Contest Rules are binding on the Participant acknowledges, by clicking on the add button of the option to have known and accepted them before playing. Therefore, Participants agree to be subject to Articles defined in this document.

At registration, Participant can download the Terms & Conditions in pdf format and print it on a durable medium. The Contest Rules are sent free of charge, to any person who requests to the organizer at info@cherrycheckout.com.

For more information, questions, requests , comments or other , please contact the organizer using one of the following:

- By email: info@cherrycheckout.com.

- By mail: Cherry Checkout SA, Route Cantonale de Sierre Montana 17, CH-3975 Randogne (SUISSE) .

Partners e-commerce should not be contacted for questions relating to Cherry Checkout, the Contest or the donations.

The words in capitals are defined in Part 2. Definitions below.

2. Definitions

Basket - your cart in the Partner Site in which a Purchase and the Cherry Checkout option can be added.

Charity - the charity chosen by the Partners. A list of charities is available on www.cherrycheckout.com.

Cherry Checkout Option - The Cherry Checkout option added to any purchase made on one of the partner sites.

Eligible Item - Item purchased on one of the partner sites including postage.

Winner - Participant who correctly answered the question and/or was designated as part of the Random Selection.

Ways to Participate - has the meaning given in Section 3. Eligibility Rules.

Name - Username, or email prefix.

Organizer - has the meaning given in Section 1. Introduction.

Partner Sites - has the meaning given in Section 1. Introduction. The list of partners is available at www.cherrycheckout.com.

Member - has the meaning given in Section 3. Eligibility Rules

People - has the meaning given in Section 3. Eligibility Rules

Earnings - has the meaning given in Section 7.

Competition - has the meaning given in Section 1. Introduction namely prize-draw based on a random mechanism to determine the single winner, and is composed of a draw possibly associated with a question of knowledge.

Random selection - process based on chance used by the Organizer to randomly determine in a fair and objective manner the winner of a contest.

Question - the question possibly asked to enter the Contest.

Participation - has the meaning given in Section 4.

Contest regulation - this Regulation.

Minor person - person under 18 years of age.

User Name - Name of the person registered on the Partner Site during the Contest.

Working day - every day from Monday to Friday, excluding Saturdays, holidays and vacation days.

Date of sending of the email to the winner - Date on which the Organizer announces the winner by email to the email address provided by the Participant.

3. Rules of Eligibility

The contest is open to any individual (" Person(s)") for personal use, each participation is under the sole responsibility of the Participant.

Minor Persons, employees or employees of the Organizer or Partner are not allowed to participate in a contest.

The organizer has the right to ask any person to provide certain documents attesting to their age or identity. Each Participant must ensure that he is allowed to participate in the Contest under the law applicable to the child . The Organizer has not the obligation to verify.

People participating in competition are considered the "Participant(s)", regardless of their Ways to Participate.

4. Contest: charitable and promotional games

To participate in the contest using the Participation, the Person must:

- Connect to a Partner Site .
- Create an account or register on the site under the Partner 's responsibility.
- Add an Eligible Item in his cart .
- Answer the question and / or participate to the draw .
- Accept and respect the game Regulations partner without restriction.
- Add the Cherry Checkout Option to the cart Only one Cherry Checkout option can be added to a purchase.
- Make the payment of the Eligible Item and Cherry Checkout Option on Partner Site using a valid payment option.

Limits of participation in competition:

- A person can not participate in more than a 5 Contest in one (1) Partner Site in an interval of 30 consecutive calendar days.
- Any higher participation in the above limits will be null and invalid after verification of the Organizer.

5. Payment of Cherry Checkout option and no withdraw

Participants buy the Cherry Checkout option for a price range between 1 to 10 CHF / € / £.

The Participant is responsible for the payment of Cherry Checkout Option and provide a valid payment method for all amounts due on the Partner's Site.

As participation in the contest, money collected by the Organizer can not give rise to any right of withdrawal in case of distance selling and refund of the amount paid on the basis of Article 3.3 .C Directive 2011/83 on the rights of consumers & Art. 3 L.121-16-1 of the French Consumer Code.

A financial contribution to the final contest is not eligible for a withdrawal in any case for the purchase of an Eligible Item. The participant is invited to make direct contact with the Partner Site to assert its eventual withdrawal.

6. Determining the Winner

Once 50 Participants is reached, one winner ("Winner") will be designated randomly by a prize draw only. Cherry Checkout reserves the right, for advertising reasons to select a winner before the limit of 50 participants is reached.

7. Payment and Unclaimed Prize

The gain delivered to the winner is the value of the Eligible Item selected by the Winner on the Partner Site. It will be awarded one (1) Gain per Contest for a maximum amount of 100 € / £ / CHF, the gain of the provisioning costs are not borne by the Participant.

Winners will be notified of their success to a contest by an email sent by the Organizer to the email address specified in their account on the partner site within 14 Business Days after the contest. Winner has 90 calendar days from the mailing date of the email to the Winner to come forward to the Organizer by email and provide the information and details required. The Organizer is not obliged to send an email to the losers.

The Organizer will check the Winner's personal data. If the winner provides incomplete information, false or can not be verified, the Organizer has no obligation to award the gain.

The Organizer reserves the right to request a proof of identity to the winner such as passport, identity card or driving license and proof of home address in the form of electricity bills. In case the winner can not provide the Organizer reasonably acceptable proof of identity, the gain may not be assigned.

If it turns out that a winner does not comply with this Regulation, the Organizer may disqualify that person and not attribute the gain or request a refund of gain if it has already been assigned.

Following the verification of Winner's personal data by the Organizer, it will proceed with the issuance of the gain within a maximum period of 90 calendar days.

Any tax resulting from the delivery of the gain will be of winner 's responsibility. If in doubt, it is advisable to seek the Winner independent financial advice before accepting the gain.

If after 90 Calendar Days after the Date of dispatch of email to the winner, the winner has not provided the information and details required by the Organizer, regardless of the reason given by the Participant, the Organizer has no obligation to award the reimbursement.

8. Personal Information and Public Communications

Unless otherwise stated in these Rules, the Privacy Policy of the Organizer is available at www.cherrycheckout.com.

Switzerland, as the recipient country of data outside the European Union, provides an adequate level of protection according to the decision of the European Commission (2000/518 / EC: Decision of 26 July 2000 on the finding of adequacy the protection of personal data in Switzerland).

The Participant has at any time the right to access, modify, rectify and delete personal data concerning him by contacting the Organizer at the address: info@cherrycheckout.com.

Participants agree that their data, stored on the Partner Site at the time of participation in the Contest should be transferred to the Organizer by Partners.

Entrants also agree that the value of the Eligible Item and the price of the Cherry Checkout Option are communicated to the Organizer by Partners.

The organizer has the right to use the customer data for his own purpose.

The Organizer and the Partners have the right to publicly announce and communicate Username winner without him receiving remuneration, right or benefit other than the allocation of its endowment.

9. Donations and distribution of the price of Cherry Checkout Option

In all cases, 100% of the price of each Cherry Checkout Option will be donated to a Charity selected by the Partners. The list of all the Charities is available on www.cherrycheckout.com

10. Changes and cancellation of Contest

If for any reason the Contest is not capable of running as planned, including, but not limited to technical problems, unauthorized intervention, computer virus, fraud, unfair or wrongful conduct by the partner or other cause beyond the control of the Organizer, which could affect the administration, security, fairness, integrity or proper conduct of this Contest, the Organizer reserves the right to cancel, terminate, modify or suspend the Contest and / or disqualify any person who (directly or indirectly) causes (or caused) such a problem.

The Organizer may terminate a contest at any time in its absolute discretion, without any liability to any Participant, partner or any person, subject only to the eventual completion of the contest initiated and the issuance of gain where it is possible.

The Organizer reserves the right to modify these Rules at any time. In case of modification of these Regulations, the applicable version is the one in effect at the date of acceptance by the Participant.

If any provision of this Regulation Rules is held invalid by a court or other competent authority, such a decision does not affect in any way the validity of the remaining provisions of this Regulation Rules.

11. Intellectual Property

The items displayed on the www.cherrycheckout.com site are the exclusive property of the Organizer and its trading partners, they are protected by copyright, trademark law and eventually the patent law. Any reproduction or distribution of these elements without prior written consent of the Organizer, expose violators to prosecution .

12. Responsibility

The Participant is solely responsible for the confidentiality, security and all operations with the Cherry Checkout option from its fixed or mobile terminal. He agrees to immediately notify the Organizer of any breach of security and / or privacy. The Organizer shall not be liable for any loss arising from unauthorized use of the Cherry Checkout because of the Participant option.

As a seller of Eligible Item, the Partner is solely responsible for the entire sales process relating to it. All claims and warranty claims relating to Eligible Item should be addressed to the Partner. The Participant shall in no case seek the liability of the Organizer on Eligible Item apparently defective, dangerous, not delivered or does not correspond to the order of the Participant.

The liability of the Organizer can not be held in the event of non-performance or poor implementation of this Regulation, due either to the fact the Participant himself is aware of a third party and / or the partner or force majeure.

13. Applicable Law , Jurisdiction and Language Reference

This game Regulations are subject to Swiss law, except as international public order of the French law.

Except as public order, for any dispute relating to these Rules, even in an emergency, the court will be the place of the Tribunal de Première Instance of Geneva (Switzerland).

In case of discrepancy between the versions in French and English of the Regulations, the French version shall prevail.

The organizer is only responsible for the interpretation, implementation or enforcement of these Regulations , the participants and the Organizer agree to attempt to resolve amicably any dispute arising in connection with this Regulations.

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