

2022 "Instant Winner" Contest Rules

ARTICLE 1 – ORGANIZATION

TotalEnergies SE (hereinafter the "**Organizer**"), a European Company, with share capital of €6,524,409,507.50, headquartered at 2 place Jean Millier, La Défense 6, 92400 Courbevoie, France, registered in the Nanterre Trade and Companies Register under number 542 051 180, is organizing a free contest with no obligation to buy (hereinafter the "**Contest**"), accessible at teamtotalenergies.com (hereinafter the "**Website**") as part of its promotional campaign for the 2022 Tour de France, which will take place from July 1, 2022, to July 24, 2022 (hereinafter the "**Contest Period**").

No more than one (1) participant will be randomly chosen each day and may receive a prize of the kind described in Article 5 of these rules (hereinafter the "**Prize**").

ARTICLE 2 – PARTICIPATION

The Contest is open to any individual aged 18 and over or anyone over the age of 18 who has Internet access as well as an email address at which he or she can be contacted for purposes of administering the Contest (hereafter the "**Participant**").

Any person who directly participated in developing the Contest (including employees of the Organizer, its providers and sponsors or advertisers) and their direct family members living under the same roof are barred from participating in the Contest.

In order to take part, each Participant must have a valid, permanent (not temporary) email address. In particular, temporary and/or anonymous email addresses and email addresses derived from domains created and/or registered in response to the Contest shall be considered invalid.

Any participation via multiple email addresses linked to the same individual and/or via an email address opened on behalf of another individual is prohibited.

ARTICLE 3 – RULES FOR PARTICIPATION

To enter the Contest, participants must provide their email address at <https://teamtotalenergies.com/course/tour-de-france-2022/> and check the box marked "I agree to the contest rules (hereinafter the "**Form**)", then send the Form to the Organizer by clicking on the button marked "Enter the contest" at the bottom of the Form at any time during the Contest Period, i.e., from July 1, 2022, at 8:00 a.m. to July 24, 2022, at 11:59 p.m. Participants may not enter the Contest more than once per day during the Contest Period.

Registration on a given date is valid for that day only. To enter the Contest on any additional days during the Contest Period, Participants must repeat the steps described in paragraph 1 of Article 3.

Each day during the Contest Period, Participants may win a prize indicated in Article 5 (hereinafter the "**Winner(s)**").

ARTICLE 4 – CONTEST PROCEDURES

Participants are automatically registered in the Contest when the Form is sent to the Organizer.

Once the Participant has performed the steps in paragraph 1 of this article, the wheel turns to indicate whether the Participant has won or lost. If the Participant has won, the Prize is displayed.

Winners will receive an email within five (5) business days at the email address they provided previously. Winners will have fifteen (15) days from the time the Organizer sends the notification email to provide their identification and mailing address as instructed in the notification email in order to receive their Prize. If no response is

received within that 15-day period, the Winners will lose their prize and will not be entitled to receive the cash equivalent or a separate prize.

The Organizer reserves the right to withhold the Prize from the Winner if it discovers that the Winner participated in the Contest more than once on a single day. The Organizer will be under no obligation to award the Prize in question.

The Organizer will send the Prize to the Winner by post.

ARTICLE 5 – PRIZES

There are twenty-four (24) prizes to be awarded, as follows:

- Three (3) Team TotalEnergies jerseys, valued at €89.90 each including tax.
- One (1) Team TotalEnergies jersey signed by the racer Peter Sagan, valued at €89.90 including tax.
- Six (6) Team TotalEnergies supporter kits, valued at €15 each including tax.
- Ten (10) pairs of Team TotalEnergies gloves, valued at €34.90 each including tax.
- Three (3) Dockers T-shirts, valued at €14.90 each including tax.
- Five (5) pairs of Team TotalEnergies socks, valued at €15.90 each including tax.
- Two (2) Team TotalEnergies shorts, valued at €99.90 each including tax.
- One (1) Specialized bike, with an original value of €14,500 including tax, used by a Team TotalEnergies racer.

If there are not enough Participants on a given day, one or more Prizes may not be awarded on that day. In such a case, that day's unawarded Prize(s) will be lost.

The Winners will be named as described in Article 4 above.

Each Winner may win only one Prize. On days when multiple Prizes are at stake, Winners will not be able to choose their Prize.

Prizes cannot be reimbursed or exchanged.

The Prize value may not be requested in cash or put toward another prize.

However, in the event of force majeure as defined by statute or case law, the Organizer reserves the right to replace the prize it has awarded with one of an equivalent nature and value.

In the event that the Winner chooses not to assume possession or make use of the prize awarded in whole or in part, or is unable to do so, under the conditions described in these rules, he or she shall be deemed to have waived in full his or her entitlement to the prize and may not claim any compensation or consideration from the Organizer in that regard.

ARTICLE 6 – CLAIMING THE PRIZE

Once the Winners have provided their identification and mailing address as described in paragraph 2 of Article 4, the Organizer will mail the Prizes to the Winners within thirty (3) days.

The Organizer may not be held liable for any delay in receiving the Awards or if the Winner is unable to take possession of the Prize for circumstances beyond the Organizer's control.

In the event that the prize sent to the Winner is returned because of erroneous information provided by the latter, the Winner will no longer be entitled to the prize, and the Organizer will not incur any liability as a result.

ARTICLE 7 – PERSONAL DATA

The personal data provided by Participants in the course of the Contest is for the Organizer's internal use for purposes of the Contest. The Organizer will use the personal data it collects in connection with the Contest based on its legitimate value, to manage the Contest, contact the Winners and award their prizes. That personal data will be forwarded to the company responsible for the delivery of Contest prizes for the sole purpose of coordinating the delivery, in accordance with the provisions of French Act No. 78-17 of January 6, 1978, on Information Technology, Data Files and Civil Liberties (the French Data Protection Act), as amended by French Act No. 2004-575 of August 6, 2004, and the provisions of 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 (hereinafter the "**General Data Protection Regulation**").

In accordance with the aforementioned Data Protection Act and the General Data Protection Regulation, Participants have the right to access, correct, object to, restrict or delete their personal data at any time, and may exercise that right by mailing a written request to the Organizer, including proof of their identity, at:

TotalEnergies SE

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2 place Jean Millier, Arche Nord Coupole/Regnault

92078 Paris-La Défense Cedex, France

or by sending an email to equipe.cycliste@totalenergies.com

Participants who exercise their right to delete their personal data prior to the end of the Contest will be deemed to have waived their participation in the Contest. Similarly, any Winner who requests that their personal data be deleted prior to the date for awarding the prizes, with the result that they cannot be contacted by the Organizer and/or the company responsible for delivering the prize, will be deemed to have waived their participation in the Contest and their right to their prize.

ARTICLE 8 – ORGANIZER'S RIGHTS AND OBLIGATIONS

These Contest rules apply to all Participants who enter the Contest between July 1 and July 24, 2022, by completing the Form and sending it to the Organizer.

ARTICLE 9 – LIABILITY

Contest participants must conduct themselves fairly and in full compliance with the Contest rules and the rights of other Participants.

Participants are prohibited from participating or attempting to participate in the Contest in any way that does not strictly comply with these Contest rules.

The Organizer reserves the right to exclude, invalidate or disqualify any person from participating in the Contest if they fail to comply in full with these Contest rules, and specifically if the information provided by the Participant is invalid, erroneous or incomplete.

In addition, the Organizer reserves the right to exclude any person from participation who disrupts the normal course of the Contest, and to pursue legal action against any person found to have cheated, committed fraud or rigged or otherwise disrupted the normal course of the Contest or attempted to do so. Anyone found guilty of fraud will be immediately disqualified. Any winner who rigged or attempted to rig the Contest, or benefited from actions of that kind, will be automatically stripped of their right to obtain the Contest prize(s).

The Organizer reserves the right, at its sole discretion, to verify compliance with this article and these Contest rules as it deems appropriate, notably in order to exclude any Participant who is in breach of these rules or attempts fraud.

The Organizer reserves the right to interrupt, extend, shorten, modify or cancel the Contest at any time, without having to give reason, and without incurring any liability in this regard.

Additions or modifications to these rules may be published during the Contest period. Any changes will be published in the form of an addendum. Participants will be notified of any change to these rules in advance by

any appropriate means, and the new rules will be filed with the judicial officer (*huissier*). Changes to the rules will take effect when they are published on the Team TotalEnergies website. Participants shall be deemed to accept such changes by participating in the Contest on or after the date the change comes into effect. Participants who reject those changes should not participate in the Contest.

The Organizer does not warrant that the Website will operate without interruption or that the servers providing access to it and/or the third party Websites to which it links are free of viruses.

The Organizer cannot be held liable if one or more Participants cannot log onto the Website as a result of technical defects or any other problem related to the following (this list is not exhaustive):

- Heavy network traffic.
- Human error or electrical faults.
- Computer abuse.
- Telephone links.
- Hardware or software.
- Software or hardware incidents.
- Force majeure.
- Disruptions that could affect the normal course of the Contest.

In addition, the Organizer cannot be held liable for loss of or damage to the Participant's data.

The Organizer cannot be held liable if data related to a Participant's entry fails to arrive for any reason that is outside the Organizer's control (such as an Internet connection problem of any kind at the user's end or temporary failure of the Internet server whatever the cause), nor can it be held liable for data that is unreadable or impossible to process, e.g., if the Participant's hardware or software environment is unsuitable for registration.

The Organizer disavows any responsibility for incidents or accidents that may befall the winners during the use and/or enjoyment of the prizes.

More broadly, the Organizer may not be held liable for harm of any kind (personal, physical, material, financial or otherwise) suffered in connection with a Participant's participation in the Contest. The Participant's participation indicates acceptance of this provision, and no claims will be admissible.

ARTICLE 10 – LITIGATION

By taking part in the Contest, the Participants acknowledge their acceptance of these rules.

By accepting the Prizes, the Winners likewise acknowledge their acceptance of these rules.

These rules are subject to French law. Any problems with the interpretation of these rules and any disputes that may arise will be resolved by the Organizer or by the competent French courts in accordance with French law, which shall be solely applicable.

ARTICLE 11 – FILING OF THE RULES

These rules have been filed with the practice of Mr. Antoine Feuvrier, lead judicial officer in ID FACTO LE RAINCY. The same will be true of any amendment to these rules.

A printed copy of these rules can be obtained prior to the close of the Contest by mailing a written request to:

TotalEnergies SE, Sponsorship
2 place Jean Millier, Arche Nord Coupole/Regnault
92078 Paris-La Défense Cedex, France

The Rules may also be reviewed in their entirety at the Website by clicking on "Contest Rules."