

FRAMEWORK RULES FOR COMPETITIONS ORGANISED BY CAUDALIE ON SOCIAL MEDIA

ARTICLE 1: ORGANISATION

1 – CAUDALIE (hereinafter referred to as “the Organising Company”), a simplified joint-stock company (SAS) with share capital of €1,013,150, registered in the Paris Trade and Companies Register under number 398 360 123, with registered office at 6 Place de Narvik, 75008 Paris, organises free competitions with no obligation (hereinafter “Competitions” or “Competition”) on Instagram and Facebook, social media owned by the Meta Group, and TikTok. These Rules constitute the framework for the rules and regulations applicable to Competitions. They will be supplemented or modified by terms and conditions specific to each Competition which will be specified in the post caption of each Competition (hereinafter “the Support”).

ARTICLE 2: ENTERING THE COMPETITION

Unless otherwise stated, Competitions are open to anyone over the age of 18 residing in mainland France, with the exception of those with a direct or indirect legal link with the Organiser.

Entering each Competition implies full and complete acceptance, without reservation, of these Rules and the specific terms and conditions specified in the Support.

ARTICLE 3: DURATION

The duration of the Competition will be indicated in the Support.

ARTICLE 4: COMPETITION PRINCIPLE

To enter and have a chance of winning the prize or one of the prizes provided to be won (hereinafter referred to as “Prizes”), each participant must go to the Competition Support and comply with all the cumulative conditions indicated.

Unless otherwise specified, each participant may enter as many times as they wish, but may only win once.

Any incomplete or incorrect identification or entry, whether intentional or not, or entered in a different form from that stated in these rules shall be deemed invalid.

Any request to take part using several email addresses and from an account opened in somebody else's name shall be excluded. A single account shall be opened per person with the same last name, first name and address.

ARTICLE 5: PRIZES

The details and number of the Prizes provided to be won will be specified in the Support.

The maximum value of each Prize will be specified in the Support. Its value may not be challenged. No Prize may be exchanged for cash, other goods or services, or more generally any financial compensation.

ARTICLE 6: PRIZE DRAW

The terms and conditions for designating the winners will be specified in each Support.

ARTICLE 7: DESIGNATING THE WINNERS AND AWARDING THE PRIZES

Unless otherwise stated in the Support, each winner selected will be announced publicly in the comments below the competition photo and notified by Direct Message via Instagram, Facebook or TikTok in the 15 calendar days following the selection. The Organiser will ask them to communicate their contact information (last name, first name, full postal address, email address, telephone number). Each contacted winner will have 7 calendar days to communicate their contact details. After this period, the Organiser may designate a new winner. The Organiser will decide at its discretion how the Prizes will be given to each winner.

When the Prize is delivered by the postal services or a carrier, the Organiser may not be held liable in the event of delay or damage arising from the postal services or the carrier.

ARTICLE 8: REIMBURSEMENTS

Participants may, by sending a written request to CAUDALIE - Jeu 6 place de Narvik 75008 Paris, – claim a reimbursement by bank transfer (in this case bank account details must be enclosed) of the costs of entry related to the Internet connection cost needed to read the Competition rules and enter the Competition, which will be calculated on the basis of a set period of three minutes = €0.10.

The request must be accompanied by proof of the telecom operator or Internet service provider charges, indicating the date, time and length of the connection. It is understood that there will be no reimbursement if the entry has been made using an unlimited flat rate package (ADSL, cable or other).

In addition, postage costs for this request are also reimbursable, on the basis of a postage stamp (at the second-class rate in force), upon written request on a separate piece of paper within 15 days after the end of the Competition (postmark serving as proof) to the following address: CAUDALIE - Jeu – 6 place de Narvik 75008 Paris.

The reimbursement for entering the Competition, consulting the rules and postage costs incurred for sending the reimbursement request for entering the Competition and reading the rules, on the basis of a postage stamp (at the second-class rate in force) is limited to one per household (same name and/or address and/or bank details).

The Competition participant must specify and attach their full contact details (first name, last name, address, city/town, postcode) on their reimbursement request.

Any illegible, crossed out or incomplete request or request sent after the deadline will be considered invalid.

ARTICLE 9: RESPONSIBILITY

The Organiser reserves the right to shorten, extend, modify or cancel the Competition if circumstances so require, without its liability being incurred or any claim for compensation being made by participants. Furthermore, the Organiser cannot be held liable for the occurrence of events presenting the characteristics of a force majeure or unforeseeable circumstances beyond their control, including depriving participants of the opportunity to participate in the Competition and/or the winner to benefit from their prize.

In no case may the Organiser be held liable for any incidents that may occur in the use of the prize by the winner, once they have taken possession of it. Any additional cost incurred in taking possession of the prize is the sole responsibility of the winner, without the latter being able to claim any financial compensation from the Organiser.

It is understood that the Competition is in no way sponsored, administered or endorsed by Instagram, Facebook or TikTok. Participants may not hold Instagram, Facebook, Meta or TikTok liable in the event of disputes.

The Organiser reminds participants of the characteristics and limitations of the Internet and accepts no liability for the consequences of their connection to the CAUDALIE France website. In particular the Organiser may under no circumstances be held liable in the event of problems regarding delivery or loss of mail or e-mail.

More particularly, the Organiser shall not be liable for any material or intangible loss caused to participants, their computer equipment and the data stored on it and the possible implications on their personal or professional activities. The Organiser also cannot be held liable in the event that one or more participants were unable to connect to the CAUDALIE France website or participate due to a technical fault or any problem relating in particular to network congestion.

The Organiser reserves the right to change each Prize for another one of equivalent value. These changes, however, will be notified by all appropriate means.

The reproduction and representation of all or part of the elements comprising the Competition, in particular photos, logos and texts, are strictly prohibited in any way.

The Organiser is the owner of its brands, its corporate name, its logos, drawings, models, advertising materials, representations of its products and more generally, all intellectual property rights relating to its products, (including the prizes), creations and distinctive marks, as well as all or part of the elements comprising the Competition and the above-mentioned pages, including, in particular, the photos, logos and texts (hereinafter the "Protected Elements").

Therefore, participants, whether winners or not, are formally prohibited from using the Protected Elements in any country for any reason and in any way without the prior written permission of the Organiser.

ARTICLE 10: AUTHORISATIONS

Subject to their explicit consent, the information gathered about participants may be used by the Organiser and/or its partners.

ARTICLE 11: PROTECTION OF PERSONAL DATA

Pursuant to Act no. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, as amended, also known as the "Data Processing and Individual Liberties" Act, and the European Personal Data Protection Regulation ("GDPR") no. 2016/679, participants are hereby informed that as data controller, the Organising Company automatically processes participants' personal data. Participants freely and knowingly hereby authorise the Organising Company to collect personal data about them when they take part in the Game.

Under the Act no. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, as amended, and European Regulation no. 2016/679 on personal data protection (GDPR), participants have the right to access, rectify, object to or delete data about them by sending a copy of a valid proof of identity together with a legible statement of the purpose of their request, to the Organising Company of the Game:

CAUDALIE

6 Place de Narvik
75008 Paris

Or by email to the following address: dpo@caudalie.com

The Privacy Policy can be seen at <https://fr.caudalie.com/personal-data-cookies-fr>

Participants may also object to the processing of their data, for legitimate reasons.

In accordance with the applicable Regulations, participants will also have the right to withdraw their consent at any time, the right to portability, erasure, restriction and objection to processing of their data for reasons relating to their specific situation.

Any fraud, or attempted fraud, initiated and committed to improperly collect a prize, shall be prosecuted pursuant to the provisions of Articles 313-1 et seq. of the Criminal Code.

ARTICLE 12: APPLICABLE LAW

These rules are governed by French law.

The Organiser has sole competence for the interpretation and execution of these Rules.

The participants and the Organiser undertake to try to resolve any dispute that may arise in connection with these Rules amicably. In the absence of an amicable settlement, any dispute shall be subject to the competence of courts under the jurisdiction of the Paris Court of Appeal.