

**RULES OF THE
“1 YEAR OF VINO PERFECT PRODUCTS” COMPETITION**

ARTICLE 1 – ORGANISING COMPANY

The company **CAUDALIE SAS** (hereinafter the “**Organising Company**” or “**CAUDALIE**”), a simplified joint-stock company (SAS) with capital of 1,011,800 euros, whose registered office is at 6 Place of Narvik, 75008 Paris, France, registered in the Trades and Companies Register of Paris, under number RCS 398 360 123, is organising a **free competition with no purchase obligation** entitled “1 year of Vinoperfect products” from 1 May 2019 at 17.00 (French time) until 30 September 2019 23.59 (French time) included (hereinafter the “**Competition**”).

Article 2 – PARTICIPATION CONDITIONS

Participation in the Competition implies unreserved acceptance of all the provisions of these Rules (hereinafter the “Rules”) and the laws and regulations applicable to gaming and lotteries in France.

2.1 Conditions of registration for the Competition

Participation in the Competition does not require any purchase of the products or services offered by the Organising Company to its customers.

Participation in the Competition is open to any natural person residing in Belgium, Spain, Italy, Luxembourg, Netherlands, Portugal, United Kingdom, Russia, Ireland, France including Corsica, but excluding staff of the Organising Company and that of companies which have participated in preparing the Competition and their close family (parents, brothers and sisters or any other person residing in the same household). All participants must be at least 18 years of age and have legal capacity (hereinafter the “**Participants**”).

2.2 Validity of participation

The information and contact details provided by the Participant must be valid and genuine. If this is not the case the Participant may be excluded from the Competition and, if applicable, lose their status as a winner.

It is strictly forbidden, by any process whatsoever, to modify or attempt to modify the provisions of the proposed Competition, in particular in order to modify the results or influence the validity of the prize draw or the designation of a winner by automated or unfair means. If it is shown that a Participant has been drawn at random or has apparently won a prize in breach of these Rules, by fraudulent means, such as an automated search or the use of an algorithm, or by means other than those described in these Rules, the prize in question would not be awarded to them and would remain the property of the Organising Company, without prejudice to any proceedings that could be brought against the Participant by the Organising Company or by third parties.

It is strictly forbidden for a Participant to play using several email addresses as well as to play from a player account opened in favour of another person. A single player account will be opened by the same person with the same first names and email addresses.

Non-compliance by a Participant with the conditions of participation set out in the Rules will result in their exclusion from the Competition as well as the invalidity of their participation.

Article 3 – PRINCIPLES OF THE COMPETITION

The Competition will take place from 1 May 2019 at 17.00 (French time) until 30 September 2019 23.59 (French time).

To participate in the Competition and try to win, a Participant must:

- Connect to one of the web pages mentioned below;
- Go to the product sheet of the Vinoperfect Radiance Serum Complexion Correcting and click on “write a review” at the bottom right of the product sheet;
- Enter their first name, their age as well as a valid e-mail address;
- Give their opinion about the Vinoperfect Radiance Serum Complexion Correcting.

The Competition is accessible by connecting to one of the following web pages according to the country:

France = <https://fr.caudalie.com/page/vinoperfect.html>

Italy = <https://it.caudalie.com/page/vinoperfect.html>

Spain = <https://es.caudalie.com/page/vinoperfect.html>

Portugal = <https://pt.caudalie.com/page/vinoperfect.html>

French-speaking Belgium, Luxembourg = <https://be.caudalie.com/page/vinoperfect.html>

Dutch-speaking Belgium = <https://be-nl.caudalie.com/page/vinoperfect.html>

The Netherlands = <https://nl.caudalie.com/page/vinoperfect.html>

United Kingdom = <https://uk.caudalie.com/page/vinoperfect.html>

Russia = <https://ru.caudalie.com/page/vinoperfect.html>

Ireland = <https://en.caudalie.com/page/vinoperfect.html>

The Competition is only accessible by connecting to one of the above-mentioned web pages. No participation by letter will be accepted.

Participants may participate 24 hours a day, 7 days a week, by connecting to the site via a standard Internet browser.

Article 4 – PRIZES

The Competition has the following prizes:

Products of the Vinoperfect range of an overall estimated value of €357 in France including:

- 4 Radiance Serum Complexion Correcting 30mL (Unit value: €41.40 incl. tax),
- 4 Vinoperfect Concentrated Brightening Essence 100mL (Unit value: €18 incl. tax),
- 4 Vinoperfect Dark Spot Correcting Glycolic Night Cream 50mL (Unit value: €30 incl. tax),

Products of the Vinoperfect range of an estimated overall value of €420 in Belgium, Spain, Italy, Luxembourg, Netherlands, Portugal, United Kingdom, Russia, Ireland including:

- 4 Radiance Serum Complexion Correcting 30mL (Unit value: €49 incl. tax),
- 4 Vinoperfect Concentrated Brightening Essence 100mL (Unit value: €21 incl. tax),
- 4 Vinoperfect Dark Spot Correcting Glycolic Night Cream 50mL (Unit value: €35 incl. tax),

Hereinafter the “**Prizes**”.

ARTICLE 5 – DESIGNATION OF THE WINNERS AND AWARD OF THE PRIZES

The winners will be designated by a random draw on 15 October 2019 using a random designation algorithm filed with the bailiff safeguarding these rules.

Ten winners will be designated in France and five winners will be designated in the other participating countries (Belgium, Spain, Italy, Luxembourg, Netherlands, Portugal, United Kingdom, Russia, Ireland) (hereinafter the “**Winners**”).

The Winners will be designated after verification of their eligibility to win the Prize in question.

The results of the draw will be communicated by 22 October 2019 at the latest.

The Participants designated by the random draw will be notified by e-mail by the Organising Company. If a Participant designated by the random draw does not respond within 10 days following the dispatch of the e-mail, they will be considered to have waived their Prize and the Prize will remain the property of the Organising Company.

The Winners will receive their Prize by postal mail at the address indicated by email by the Winners as indicated above with 60 days of receipt by the Organising Company of their postal address. If necessary, the Winners may send the address where they wish to receive their Prize by postal mail.

The Winners must comply with the Rules. Should it be shown that they do not meet the criteria of these Rules, their Prize will not be awarded to them. The Participants agree to all checks being carried out regarding their identity, their age, their contact details or the fairness and honesty of their participation. Any false declaration, indication of identity or invalid e-mail address will lead to the Participant's immediate elimination and, as applicable, the reimbursement of the Prizes already sent.

The Organising Company will not be required to respond to the requests of Participants or Internet users (in writing, email, fax or telephone, or by any other means) regarding the terms of the Competition, the interpretation or the application of the Rules or the list of Winners.

The Prizes are awarded for strictly personal use. Therefore, the Winners may not resell the Prizes awarded by the Organising Company in the commercial channels for the sale of new goods.

The Prizes will in no case be exchanged or refunded. Payment in cash for the Prizes will not be made or any consideration of any kind and they will be non-transferable. The Organising Company reserves the right to replace the Prizes announced by gifts of an equivalent or greater value without this being exhaustive, in case of a stock-out of the initially planned Prizes or any other unpredictable, unpreventable outside event which would make delivery of the Prizes impossible in a reasonable time.

If one or more Winners did not want to or could not take possession of their Prizes within ten days, they would not be entitled to any compensation and/or a refund. Prizes thus returned for any difficulty will not be re-awarded or returned and will remain the property of the Organising Company. The Winner(s) would then lose the benefit of their Prize and in this case the liability of the Organising Company could not be incurred. Uncontactable Winners will not be able to claim any Prize, compensation or indemnity of any kind.

Article 6 – LIABILITY

The Winners undertake to indemnify the Organising Company, its advertising and promotional agencies, partners of the promotion, their employees or representatives, for any damage they may suffer in connection with acceptance of the prize that is won.

Therefore, the Winners declare that they are informed and expressly accept that the Organising Company may not be held liable for harm of any kind (personal, physical, material, financial or other), from any incident arising on the occasion of participation in this Competition and its consequences. The Organising Company disclaims all liability in the event of damage which could be caused to the Winner on the occasion of the use or enjoyment of the prize.

In no case may the Organising Company be held responsible for any loss of data or a deterioration related to these data. The Organising Company could not be held responsible if the data relating to a Participant's registration did not reach it for any reason whatsoever, or arrived illegibly or were impossible to process.

If a delay were observed or strikes or circumstances disrupting the shipment of the Prizes or their loss, the Organising Company may not be held liable for the consequences thereof. Any complaints by Participants must be made directly to the companies responsible for the shipment.

The Organising Company reserves the right to invalidate at any time and without notice the participation of any Participant who has not complied with these Rules.

Article 7 – INTELLECTUAL PROPERTY

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

The Organising Company 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 signs, as well as all or part of the component elements of the Competition and the above-mentioned pages, including, in particular, the photos, logos and texts (hereinafter the **“Protected Elements”**).

Therefore, the Participants, 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 Organising Company.

Article 8 – PERSONAL DATA PROTECTION

In accordance with the provisions of the Information Technology and Freedoms Act of 6 January 1978 as amended by the Act of 6 August 2004, the information collected to participate in the Competition is intended exclusively for the Organising Company, its partners, as well as all companies and/or individuals involved in this Competition. The data collected for this purpose are mandatory for participation in the Competition. Therefore, people who wish to delete these data before the end of the competition will not be able to participate in the draw.

The Winners expressly permit the Organising Company and its partners to reproduce and publish free of charge, for advertising and promotional purposes, the identity of the Winners.

This permission does not give a right, under the above-mentioned conditions, to any right or financial consideration in favour of the Winners other than the award of their prizes.

Any participant in the Competition also has a right of access, rectification and erasure of their personal data by making a written request to the following address: CAUDALIE – Direction Marketing, Jeu « 1 an de produits Vinoperfect » – 6 place de Narvik, 75008 Paris. Unless the competition participant objects, the Organising Company may process their personal information to its exclusive benefit for advertising or commercial operations on all media.

Article 9 – FREE-OF-CHARGE PARTICIPATION

The Participant may, on written request sent to CAUDALIE – Jeu « 1 an de produits Vinoperfect » 6 place de Narvik 75008 Paris, claim the refund by bank transfer (in this case bank account details must be enclosed) of the costs of participation related to the cost of connection to the Internet required for reading the Rules of the Competition and participation in 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 call. It is understood that there will be no refund if participation is within the framework of an unlimited flat rate package (ADSL, cable or other).

In addition, postage costs for this request are also refundable, on the basis of a postage stamp (at the second class rate in force), upon written request on a separate piece of paper sent before 5 October 2019 (postmark serving as proof) to the following address: CAUDALIE – Jeu « 1 an de produits Vinoperfect » – 6 place de Narvik 75008 Paris.

The refund of participation in the Competition of reading the Rules and the postage cost incurred for sending the refund request, of participation in the Competition and reading of the Rules, on the basis of a postage stamp (at the second-class rate in force), is limited to only one per household (same name and/or same address and/or bank account details).

The Competition Participant must specify and attach to their refund application their full contact information (last name, first name, address, postal code, city).

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

Article 10 – ACCEPTANCE AND READING OF THE RULES

The Rules are available on the following pages:

France = <https://fr.caudalie.com/page/vinoperfect.html>

Italy = <https://it.caudalie.com/page/vinoperfect.html>

Spain = <https://es.caudalie.com/page/vinoperfect.html>

Portugal = <https://pt.caudalie.com/page/vinoperfect.html>

French-speaking Belgium, Luxembourg = <https://be.caudalie.com/page/vinoperfect.html>

Dutch-speaking Belgium = <https://be-nl.caudalie.com/page/vinoperfect.html>

The Netherlands = <https://nl.caudalie.com/page/vinoperfect.html>

United Kingdom = <https://uk.caudalie.com/page/vinoperfect.html>

Russia = <https://ru.caudalie.com/page/vinoperfect.html>

Ireland = <https://en.caudalie.com/page/vinoperfect.html>

The Rules will also be sent free of charge to any person on request to CAUDALIE – Direction Marketing Jeu « 1 an de produits Vinoperfect » – 6 place de Narvik 75008 Paris (postage refunded at the second-class rate of the post-office in force on written request). No information will be given by telephone.

Article 11 – FILING OF THE RULES

The Competition Rules are filed with: Maître Franck CHERKI, 119 avenue de Flandre, 75019 Paris.

Article 12 – APPLICABLE LAW AND COMPETENT JURISDICTION

These rules are governed by French law.

Any difficulty relating to the interpretation and execution of these rules will be settled amicably between the parties. If, within the following month, no agreement is reached, the dispute may be submitted to the competent courts under French law.