#### "MY MILLION PROBLEM" RULES AND REGULATIONS

### **ARTICLE 1 - ORGANISING COMPANY**

**PUIG FRANCE,** a simplified joint-stock company with a share capital of €10,000,000, enrolled in the Trade and Company Register of Paris under number 682.030.507, with head offices located at 65-67 Avenue des Champs Elysées, 75008 Paris

# (hereafter referred to as the "Organising Company"),

is organising from 19/06/2017 to 26/07/2017 a contest entitled "My Million Problem" (here in after "the Contest") according to the terms and conditions established in the present rules.

### **ARTICLE 2 - ACCEPTANCE OF RULES AND REGULATIONS**

By entering the Contest, the participant accepts without any reservations these rules, any amendments to them, and the principle of the Contest. Any person who contravenes one or more Articles in these rules will be prevented from taking part in the Contest, and from receiving the prize he or she may have won.

The Organising Company reserves the right to disqualify and take legal action against any person who transmits via the Organising Company's Website any content whatsoever which offends public decency or which infringes the rights of third parties or which is promotional in nature.

# **ARTICLE 3 – CONDITIONS OF PARTICIPATION**

Participation in this Contest is open to any physical person with legal age in their country of residence and in any case at least 18 years old on the date of the participation, residing in Algeria, Austria, Bangladesh, Belarus, Belgium, Bolivia, Bosnia and Herzegovina, Bulgaria, Cambodia, Chile, Colombia, Czech Republic, Costa Rica, Croatia, Cuba, Denmark, Djibouti, Dominican Republic, Ecuador, Egypt, El Salvador, Equatorial Guinea, Ethiopia, Finland, France, Georgia, Germany, Ghana, Greece, Guam, Guatemala, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Iran, Israel, Israel (Palestine), Italy, Ivory Coast, Jordan, Kazakhstan, Korea, Kuwait, Latvia, Lebanon, Libya, Macedonia, Malaysia, Malta, Mexico, Morocco, Moldova, The Netherlands, Nicaragua, Nigeria, Norway, Oman, Panama, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Romania, United Kingdom, Russia, Saudi Arabia, Serbia, Singapore, Slovenia, South Africa, Sri Lanka, Sweden, Switzerland, Syria, Tajikistan, Taiwan, Thailand, Tunisia, Turkey, Turkmenistan, Ukraine, United Arab Emirates, United States of America, Uruguay, Venezuela, Vietnam and Yemen, having reached the age of 18 years, the legal and in any event aged over on the date of participation in the Contest, with access to the Internet, and excluding employees of the Organising Company of the Contest or companies of the PUIG group or anyone having direct or indirect participation in the design, production or management of the Contest as well as any members of their immediate family.

The contestants specified above, who are eligible for gifts from the Contest, will hereinafter be referred to as "the Participants". A Participant is any person presenting the same surname, the same first name, the same email address and the same postal address.

**PUIG FRANCE**, a simplified joint-stock company with share capital of €10,000,000, RCS Paris No. 68.203.507 Head office: 65-67, Avenue des Champs Elysées, 75008, Paris, France. Tel: +33 (0)1 40 88 45 45. Fax: +33 (0)1 40 88 45 67 SIREN No.: 314 527 409

It is hereby specified that persons are identified by their first names, surnames, addresses and email addresses, as given by themselves or registered automatically. The Organising Company reserves the right to conduct any verification for the application of these rules and regulations.

One application per family (same name and/or address and/or same email address and /or same telephone number) is authorised throughout the entire duration of the Contest. Where "participant" is mentioned below, it should be taken to mean members of the same family residing at the same address and having the same surname. One application per person (same name and/or address and/or same email address and /or same telephone number) is authorised throughout the entire duration of the Contest. It is expressly forbidden for any contestant to play under different identities and/or different email addresses and/or different Facebook accounts.

In case of multiple entries from the same household, the Participant will be excluded from the Contest.

The personnel organising the Contest, as well as their family, cannot participate in the Contest.

Participants must take out a civil liability insurance policy, details of which they undertake to transmit to the Organising Company at the latter's request.

It is up to Participants residing in a country other than France to ensure, before participating in the Contest, that these rules and regulations and participation in the Contest are not contrary in whole or in part to any law on public order in force in their country of residence, particularly with regard to participation in the draws. Any resident of a country other than France participating in the Contest acknowledges verification of compliance with all these rules and regulations and formalities, which are specific to their country of residence. In the event that these regulations would be contrary to any law of the country of residence of the Participant, the participation of the latter will be cancelled and the Organising Company shall not be held liable on this basis.

Any Participant trying to intervene in the Contest's IT system in any way will be excluded from the Contest.

Any registration which is incomplete or contains incorrect information will be considered null and void. The status of winner is subject to the validity of the contestant's participation. Any false declaration of identity and/or address or incomplete information will invalidate the winner's participation and result in their elimination.

All participation takes place online only. Any other participation, including by post, is excluded.

The Participant undertakes to comply without reservation with the laws, regulations, rules of practice and ethics in force and to pay particular attention to compliance with the rules protecting the interests of third parties, public order and morality.

To this effect, the Participant agrees not to disseminate any content of a provocative, vulgar, pornographic, violent, discriminatory, racist or homophobic nature or which promotes tobacco, alcohol or drugs, hate, discrimination or the commission of any such offence, through the Contest.

Similarly, the Participant agrees not to promote the Contest, especially through sponsorship, to any other person under the age of 18 who has not reached the legal age of majority in their country of residence.

## **ARTICLE 4 – PRINCIPLE AND PROCEDURES OF THE CONTEST**

Participation in the Contest is open from 19/06/2017 to 26/07/2017 inclusive (as evidenced by the logon

dates and times of the contestants, registered by the IT systems of the Organising Company and/or its technical providers).

The Contest may be accessed:

Via the website: www.pacorabanne.com/million

Only online entries will be accepted.

To be part of the contest, participants must answer all questions to the test to win fragrances Million.

The only possibility to win is the following:

To participate in a draw by completing a personal information form

Any registration which is inaccurate or incomplete may not be accepted and may render the entry null and void. In particular, registrations may not be accepted if the contact details contained therein are inaccurate, invented or incomplete, if they do not comply with the stipulations of these rules and regulations, or if they are sent after the Contest's closing date.

It is understood that any mode of participation, other than those aforementioned, will be excluded.

The Organising Company will draw up, within a period of approximately fifteen (15) days of the end of the Contest: a list of Contestants corresponding to the entire duration of the Contest.

#### **ARTICLE 5 - RESULTS**

The draws will be carried out by Mr Didier RICHARD, Officer of Justice, SCP NADJAR & Associés – 164, avenue Charles de Gaulle – 92200 NEUILLY SUR SEINE within a period of 3 weeks from the end of the relevant week of the draw number.

By express agreement with the Participants, the Organising Company and the Operators, the computer systems and files of the Organising Company and the Operators are authoritative unless proven otherwise. The dates and hours recorded are those supplied by the Operators' IT system. They cannot be contested by the Participants. The winners will be contacted by the Organising Company by email or any other means that it sees fit. No messages will be sent to losers.

The winners must prove to the Organising Company that they are of legal age. Failing that, their participation will be cancelled and they will lose their prize.

It is expressly agreed that the data contained in the information systems held by the Organising Company or its technical providers supply conclusive evidence regarding connection details and the selection of the winner.

The winner authorises the Organising Company to use their surname, first name and an indication of their town/city and French department of residence in any advertising/promotional activity, on the Organising Company's website and on any affiliated site or materials; this use shall not entitle the winners to remuneration other than the prizes won.

No Participant can be selected unless they respect the conditions of these rules and regulations.

#### **ARTICLE 6 - PRIZES**

Prizes for the winners will include:

- 1 fragrance Lady Million for feminine winners
- 1 fragrance 1 Million for the masculine winners

In total, 40 Million fragrances will be put into play with a unit value 100€ for a Lady Million fragrance (80ml) and 100€ for a 1 Million fragrance (100ml).

The prize will not be awarded in any form other than that specified in these rules and regulations.

The prize won cannot be exchanged and there is no cash alternative. The Organising Company reserves the right to substitute the prize won with a prize of equal worth and/or similar characteristics should circumstances so require. It will not be held liable in consequence of this.

The contestant designated as the winner in view of the provisions of these rules and regulations will be notified of the win by the Organising Company by email to the email address indicated on the registration form within approximately seven (7) days of the designation of the winner.

The winner must respond to the Organising Company at the email address indicated in the email notification of the win as indicated above within seven (7) days of the send date of the notification to confirm acceptance of his or her prize and to indicate his or her postal address to allow the Organising Company to send the instructions on making use of the prize. Winners who do not respond within this period will be considered to have forfeited their prize. Such winners will be considered to have left the contest and their participation will be cancelled.

The Organising Company reserves the right to reallocate any unallocated or unclaimed prize, or any prize from which the initial winner has been excluded due to breach of these rules and regulations, fraud, technical issues affecting the designation of winners, a case of force majeure as usually admitted by French jurisprudence, or unforeseen circumstances. Where applicable, the Organising Company will reallocate the prize not allocated to the initial winner to the first contestant on the substitute list of contestants as indicated above. In the event that the substitute winner is not eligible for the prize in particular for the reasons indicated above, the Organising Company will reallocate the said prize to the contestant listed immediately after the substitute winner on the substitute list of winners as indicated above. In the event that the prize cannot be allocated to any of the substitute winners due to their breach of the provisions of these rules and regulations, the Organising Company will retain ownership of any unallocated prize.

In accordance with the provisions of Articles 2 and 3 of these rules and regulations, any indication of identity or address that is falsified, fraudulent, untrue, misleading, incorrect, and/or inaccurate will lead to the disqualification of the contestant.

The winner declares responsibility for any administrative formalities required to claim and enjoy the prize (including administrative formalities, visa, passport, etc.). The Organising Company will under no circumstances be held responsible for these formalities and the associated time frames, which may prevent the winner from benefiting from the prize.

The Organising Company accepts no liability for any incidents or damage of any kind which may occur as a result of the enjoyment of the prize awarded and/or due to their use (excluding manufacturer liability), which the winner expressly recognises.

Prizes shall be made available to the winner and to him or her alone in accordance with the information provided in the Contest registration form. Under no circumstances may the winner send a third party in place of himself or herself.

The prizes will be accepted just as they are announced in these rules and regulations. They cannot be exchanged or returned and there is no cash alternative or prize at an equivalent financial value of the prize. No change (of date, price, etc.) for any reason can be requested from the Organising Company. Any claim lodged to dispute the provision of prizes may not consist of a demand for financial compensation and/or a financial equivalent.

The Organising Company accepts no liability for any incidents or damage of any kind which may occur as a result of the enjoyment of the prize awarded and/or due to their use, which the winner expressly recognises.

### **ARTICLE 7 – REIMBURSEMENT OF CONNECTION COSTS**

If applicable, the request for reimbursement must be sent by post to the Organising Company along with the participant's bank details, evidence of his or her internet subscription, and a letter indicating the date and time of the connection, no later than 15 days after the closing date of the Contest, as evidenced by the post mark. The costs incurred by the participant in buying the stamp needed for this request will be refunded on written request on the basis of the current second-class "letter" price. A single refund request will be accepted per participant registered for the Contest and per envelope (same name, same postal address). Incomplete requests will not be accepted.

## **ARTICLE 8 – FILING THE RULES AND REGULATIONS**

They are available from the head office of the Organising Company: **PUIG FRANCE, SAS**, head office: 65-67, Avenue des Champs Elysées, 75008, Paris. A copy of these rules will be sent free of charge to any person who sends a request for one by post to the address of the Organising Company: **PUIG FRANCE, SAS** – 65-67, Avenue des Champs Elysées, 75008, Paris, France

The stamp used to send this request for the rules by post will be refunded, on the basis of the current second-class "letter" price, on written request accompanied by the applicant's full bank or post office account details enclosed with the request for the rules. A single request for a copy of these rules and for repayment of the costs incurred in obtaining the said copy will be accepted per participant.

The rules can be consulted on the Site throughout the duration of the Contest. If there is any discrepancy between the version of the rules filed with the notary public Mr RICHARD and the version available online, the version filed with Mr RICHARD shall take precedence. Similarly, the version filed with Mr RICHARD takes precedence over the information posted on the Contest Site.

**PUIG FRANCE**, a simplified joint-stock company with share capital of €10,000,000, RCS Paris No. 68.203.507 Head office: 65-67, Avenue des Champs Elysées, 75008, Paris, France. Tel: +33 (0)1 40 88 45 45. Fax: +33 (0)1 40 88 45 67 SIREN No.: 314 527 409 Any changes to these rules must be formalised in an amendment, which will be filed with Mr RICHARD, Notary Public, and will come into force with effect from its publication on the Site; this amendment must be communicated along with the rules to any person who requests the said rules. In the case that the participant does not agree to any change, they will be entitled to cancel their participation in the Contest.

Simply by participating in the Contest, all participants are considered to have agreed expressly and without reservation to these rules.

The rules can be consulted on the Site throughout the duration of the Contest. If there is any discrepancy between the version of the rules available from the Organising Company and the version of the rules available online, the version available from the Organising Company shall take precedence. Similarly, the version available from the Organising Company takes precedence over the information posted on the Contest Site.

Simply by participating in the Contest, all participants are considered to have agreed expressly and without reservation to these rules.

# **ARTICLE 9 – LIABILITY**

By participating in the Contest, participants agree that they are aware of and accept the characteristics and limitations of the internet,

in particular technical performance levels, response times when viewing, querying or transferring information, the risks of interruption, the risks associated with internet connections, the lack of protection of certain data against potential misappropriation or piracy, and the risks of contamination by viruses circulating on the network. The Organising Company shall not be held responsible for, in particular, malfunctions which might affect the internet network, any configuration problem, or a problem linked to a given browser.

The Organising Company shall not be held liable if a technical malfunction affects the Contest, if participants cannot connect to the Contest or enter, if the data relating to a participant's registration do not reach him or her for any reason which is beyond the Organising Company's control (for example, an internet connection problem caused by a fault at the user's location) or which it may find incomprehensible or impossible to address (for example, if the participant uses an unsuitable computer or software environment to register) or in the event of email delivery problems. Participants may not claim any compensation in this respect.

Similarly, the Organising Company shall not be held liable for any material or immaterial damage caused to participants, to their computer equipment and to the data stored on it, or for any direct or indirect consequences of the said damage, in particular for their personal, professional or commercial activity.

The Organising Company reserves the right, for any reason whatsoever, to cancel, postpone, interrupt or extend the Contest.

### **ARTICLE 10 - PERSONAL DATA**

Participants are reminded that in order to participate in the Contest, they need to provide certain items of personal information (name, address, email address, telephone number, etc.). Participants acknowledge that

they have been informed in the registration form of their rights under the modified data processing liberty law (law no. 78-17) of 6 January 1978.

These data are registered and saved in a computer file and are needed in order for their entry to be accepted and for the selection of the winners. These data will be used by the Organising Company solely to enter into contact with participants, award prizes, and for any advertising/promotional activities . Personal data will be kept for a duration that will not exceed the duration of the purpose for which they were collected.

In accordance with the modified data processing liberty law (law no. 78-17) of 6 January 1978, participants have the right to access, modify, correct or delete their personal information. To exercise these rights, candidates must send a letter to the following address: **PUIG FRANCE, SAS**, head office: 65- 67, Avenue des Champs Elysées, 75008, Paris, France.

Participants authorise the Organising Company to carry out any checks it sees fit of their identity and place of residence. Participants will be disqualified for providing false information, and for submitting multiple entries.

### **ARTICLE 11 – ORGANISERS' DECISIONS**

The Organising Company also reserves the right to modify, extend, shorten, suspend or cancel the Contest, without notice, as a result of any event beyond its control, in particular in the event of force majeure or in unforeseeable circumstances. The Organising Company shall in particular reserve the right, if necessary, to invalidate and/or cancel all or part of the Contest if it seems that fraud or malfunctions have occurred in any form whatsoever, notably electronically, in the context of participation in the Contest. It reserves, in this eventuality, the right not to award the prize(s) to the fraudsters and/or to bring the authors, co-authors and accomplices of these acts of fraud before the competent courts. Any participant committing fraud will be disqualified immediately.

The Organising Company shall not be held liable for the foregoing and participants may not therefore claim any compensation of any kind whatsoever.

#### **ARTICLE 12 – APPLICABLE LAW – DISPUTES**

These rules are subject to French law, with the exception of its regulations concerning conflicts of legal provisions.

In order to be accepted, any challenges to the Contest must be made in writing to the following address: PUIG FRANCE, SAS, head office: 65-67 Avenue des Champs Elysées, 75008, Paris, no later than thirty (30) days after the deadline for participation in the Contest as indicated in these rules.

In the event of persistent disagreement regarding the application or interpretation of these rules, and if no amicable agreement can be reached, any litigation will be heard by the courts of the city of Paris.