

CONTEST RULES

“DAVIDOFF PARFUMS #COOLESTWORKOUT”

ARTICLE 1 – Organization

The COTY company, a simple form of French joint stock corporation (*société par actions simplifiée*), with share capital of [...] euros, registered with the Paris Companies Register under 394 710 552 00057, having its head office at 14 rue du 4 Septembre 75002 Paris and owner of the “Davidoff Parfums” brand (hereinbelow referred to as the “**Brand**”) requested the WOÛ company located at 11 avenue Parmentier 75011 Paris (hereinbelow referred to as the “**Sponsor**”) to organize in its name and on its behalf a free contest, no purchase being necessary (hereinbelow referred to as the “**Contest**”), involving, in particular, influencers (hereinbelow referred to as the “**Influencers**”).

The entire contest is governed by the provisions defined in these rules which all entrants must abide by (hereinbelow referred to as the “**Rules**”).

ARTICLE 2 – Eligibility

The Contest is open to any natural person over the age of 18 years (hereinbelow referred to as the “**Entrant**” or together the “**Entrants**”).

Entry in the Contest is strictly personal. Only one entry per individual and per home will be accepted for the entire duration of the Contest. It is understood that it is strictly prohibited to play using several Instagram accounts. Any additional entry will be deemed to be null and void.

The following may not enter the Contest:

- The staff members of the Brand and the Sponsor;
- The spouses and family members of the aforementioned staff.

Entry in the Contest, by operation of law and automatically, constitutes the express and unreserved acceptance by the Entrants, in particular, of these Rules, code of conduct rules in force on the Internet as well as of the laws and rules in force in France, including the contest provisions applicable in France.

In consequence, non-compliance with these Rules, in particular, with the conditions required for entry, any falsified, fraudulent, wrong, untruthful, incorrect and/or inaccurate indications or the breach of the other aforementioned provisions will invalidate the entry.

ARTICLE 3 – Principle of the Contest

The Contest is elaborated based on User Generated Content, the principle whereby the community of each Influencer creates the content, subject matter of the Contest, with special characteristics and references.

The Contest begins on July 1st, 2020 at 6 P.M. and ends on August 4th, 2020 at 6 P.M.

To enter, each Entrant must comply with the following entry procedure:

1. Follow the Instagram accounts of the Brand.
2. Read these Rules and accept them without reservation. In said respect, the Rules will be available at all times in the “bio” space of the Instagram account of the Brand.
3. Make a video or take a photograph of the Entrant doing his or her “workout routine” (hereinbelow referred to as the “**Content**”).
4. Post the Content on his or her Instagram account, with the following cumulative mandatory references:

- Hashtags #COOLESTWORKOUT
- Tag the Instagram account of the Brand and of the Influencer;
- Re-post the Content in the story of his or her Instagram account.

ARTICLE 4 – Drawing

The Entrants will be selected (hereinbelow the “**Winners**”) in compliance with a selection process which depends on the type of prize.

In addition, the selection process for the Prize “The fragrance”:

1. Viewing and analysis by each of the Influencers of the Content in their respective communities;
2. July 30th, 2020: selection by the Influencers of 3 (three) Content in their respective communities;

In addition, the selection process for the Prize “The Private Workout”: 40 min of live coaching on a broadcast platform such as Zoom* (*to be confirmed)

3. August 4th, 2020: communication of the decision by the Brand on July 20, 2020 via an announcement on its Davidoff Parfums Instagram account in instant “story” format and/or in post format, mentioning the 12 Winners’ Instagram accounts. Moreover, the Influencer may have to communicate the name and the Instagram account of the Winner(s) if they are from their community on his or her own Instagram account in instant “story” format.

In addition, the selection process for the prize “The Coolest trip on the footsteps of the new Cool Water campaign”:

The aforementioned selection process will take place from July 1st to August 4th, 2020.

The Drawing cannot be validly contested.

The selected Entrants will be notified in accordance with the aforementioned methods.

ARTICLE 5 – Prizes

The prizes (hereinabove and hereinbelow referred to as “**Prizes**”) for each of the Winners are:

First step: July 30th : One fragrance (same reference as the one promoted by the influencer)

Second step: August 4th: One live private coaching session through a digital broadcast platform

Each of the Prizes may not be awarded in a form other than that provided for in these Rules and may not give rise, by the Winners, to any contestation whatsoever which aims, in particular, to obtain its exchange value in money, its modification or its replacement or exchange for any reason whatsoever.

However, the Brand or the Sponsor reserves the right to replace each of the Prizes by another lot of an equivalent or higher value in the event of events beyond their control which make it impossible to deliver the winnings, without the Brand and the Sponsor incurring liability on account of said substitution.

ARTICLE 6 – Image right and personality rights

The Winners grant the Sponsor and Brand free permission, without this granting them any remuneration, a right or benefit other than the awarding of their Prize, to:

- Use their last names and first name: said personality elements are for use by the Sponsor and the Brand in its advertising and on the digital medium during a 2 (two) year period as from the first dissemination;

- Exploit their image and represent it in public in a lasting or temporary way, in whole or in part by technical means, in all places, for advertising and/or commercial purposes, in the scope of a public and/or private communication in association with the Contest, by the Sponsor and the Brand, on the following media:
 - o On the Internet, on all websites permitted by the Sponsor and/or the Brand, in particular, on social media of the Sponsor and/or the Brand (Facebook, YouTube, Instagram, etc.);
 - o For press relations of the Sponsor and/or the Brand.
- It being understood that said permission entails the right to mention their last name(s) and/or their first name(s).

Said permission to reproduce and exploit the aforementioned rights is valid for the entire world and for a 2 (two) year period as from the first dissemination of the image of the Winners.

Moreover it is understood, on account of the nature of the Internet, as the Sponsor and the Brand cannot retain control over the dissemination of the image of the Entrants, the latter acknowledge and accept that it may be seen online beyond the assignment period defined above as well as for any lifespan of the relevant pages and/or accounts.

Any use other than those defined in this Article 6 shall be subject to the prior written consent of the Winners.

Furthermore, the Winners warrant the Sponsor and the Brand that they are not bound by any agreement with third parties which prohibits them from giving this permission.

ARTICLE 7 – Intellectual property rights

The Brand and its partners hold all intellectual property rights to the Contest. They own said rights or they hold the related use and/or exploitation rights. Access to and entry in the Contest do not grant the Entrant any right to said intellectual property rights.

In said respect, it is formally prohibited to reproduce, represent, modify, transfer, publish, adapt on any medium whatsoever by any means whatsoever or to exploit in any way whatsoever all or some of the elements relating to the Contest, without the prior written permission of the Brand.

ARTICLE 8 – Responsibility/liability

The Sponsor reserves the right to shorten, extend, modify or cancel the Contest in the event of force majeure or if circumstances extraneous to the Sponsor so require, without it being possible to incur its liability on this account.

Entry via the Internet entails knowledge and acceptance of the characteristics and limits of the Internet, in particular, regarding the lack of protection of certain data against any hijacking or piracy and the risks intrinsic to any Internet connection and transfer.

It is up to each Entrant to take all appropriate measures to protect his or her own data and/or software stored on his or her computer and telephone equipment against attacks. Each person connects to the website or application and enters in the Contest under his or her own entire responsibility.

In addition, the Sponsor cannot be held liable in the event of incorrect use or of an incident related to use of the computer, any malfunctioning of the Internet, of the servers of the Contest, or of any technical connection which prevents the proper carrying out of the Contest. In the event of a technical malfunctioning of the Contest, the Sponsor reserves the right, if need be, to invalidate and/or cancel the session of the Contest during which the malfunction occurred. No complaint will be accepted on said account.

More generally, the Sponsor cannot be held liable in the event of force majeure or fortuitous case beyond its control. Neither can it be held liable and no claim may be brought against it in the event of the occurrence of events which may be characterized as force majeure events (strikes, bad weather, etc.) which partly or totally

deprive the Entrants from the possibility of entering the Contest and/or the Winners from enjoying their winnings. Likewise, both the Sponsor and its service providers cannot be held liable for any incidents occurring upon use of lots once they have been delivered to the Winners.

ARTICLE 9 – Cancellation of the Contest

The Sponsor may cancel all or part of the Contest if it appears that there have been frauds in any form whatsoever, in particular, computer fraud, in the scope of entry in the Contest.

In said case, it reserves the right not to allocate the Prizes to the fraudsters, to recover the Prizes in the event the fraud is discovered after their awarding and/or to take legal actions before the proper courts against the perpetrators and/or accomplices of said frauds.

Any difficulty in the interpretation or application of these Rules will be settled by the Sponsor.

ARTICLE 10 – Personal data

The collection of personal data is mandatory to take account of the entry in the Contest and to monitor it. The COTY company will process said data for the purpose of managing the Contest. Said data will be kept for a period of 2 (two) years.

In accordance with the French Data Protection Act "*Informatique et Libertés*" of January 6, 1978 as amended, the European General Data Protection Regulation 2016/679 of April 27, 2016 and the provisions of the French Personal Data Protection Law 2018-493 of June 20, 2018, each Entrant has a right to access and rectify data relating to him or her and the right to object to the processing of said data; said rights may be exercised by contacting COTY – 14 rue du 4 Septembre 75002 Paris; a recto-verso copy of identity papers must be included with any request.

ARTICLE 11 – Governing law and jurisdiction

The Contest and these Rules are governed exclusively by French law.

The courts of the Paris jurisdiction will have sole jurisdiction to hear any dispute relating to the validity, application or interpretation of these Rules.