

## CONTEST RULES

### « ESCADA FRAGRANCES – TOP 5 TIK TOK CHALLENGE »

#### ARTICLE 1 – Organization

The company COTY S.A.S, a French société par actions simplifiée with its registered offices at 14, rue du Quatre Septembre, 75002 Paris, FRANCE, registered with the Register of commerce and companies of Paris, under number 394 710 552 (“Coty”) and owning the brand « Escada » (hereinafter referred to as the « **Brand** ») has appointed the company BIKI BIKI which is located at 43, rue Beaubourg 75003 Paris (hereinafter referred to as the « **Organizing Company** »), to organize in its name and on its behalf a free contest (hereinafter referred to as the « **Game** »), without obligation of purchase, on the Instagram page dedicated to the Brand.

Said Game is governed in its entirety by the terms and conditions defined in these rules (hereinafter referred to as the « **Rules** ») by which all participants fully and unconditionally agree to be bound.

#### ARTICLE 2 – Conditions of participation

The Game is open to any person over the age of 18 (hereinafter referred to as the « **Participant** » or collectively the « **Participants** ») The Participants must be a resident of Spain or Germany.

The Participants will need to have access to an internet-connected device and have a Tik Tok as well as an Instagram account in order to participate in the Game.

Participation in the Game is strictly personal and nominative. Only one entry per person per household will be accepted for the entire duration of the Game. It is understood that it is strictly forbidden to play with more than one Instagram account. Any additional participation will be considered void.

The following cannot participate in the Game :

- Members of the staff of the Brand and/or the Organizing Company ;
- Partners and family members of the above-mentioned staff.

Participation in the Game automatically implies express and unconditional acceptance by the Participants of these Rules in particular and of the rules of Internet deontology, as well as of the laws and regulations in force on French territory, including all laws applicable in France that concern games.

Consequently, failure to comply with these Rules, in particular the conditions of participation, or any falsified, fraudulent, false, untrue, incorrect and/or inaccurate identity or address details, or the violation of any of the other aforementioned terms and conditions will result in invalidation of that participation.

#### ARTICLE 3 – Modalities of the Game and designation of the winner

Duration: The Game starts on November 2<sup>nd</sup>, 2020 at 18:00 hours and ends on December 13<sup>th</sup>, 2020 at 00:00 hours.

During the Duration, there will be 3 different levels. Each level will correspond to a specific duration and to a corresponding choreography to be reproduced by the Participants. At each level, it will be the occasion to win one Candy Love Perfume for the winner of the corresponding level.

- One winner for Level 1 from November 2<sup>nd</sup>, 2020 until November 13<sup>th</sup>, 2020
- One winner for Level 2 from November 16<sup>th</sup>, 2020 until November 27<sup>th</sup>, 2020
- One winner for Level 3 from November 30<sup>th</sup>, 2020 until December 11<sup>th</sup>, 2020

**Designation modalities of the winners for the three levels:**

I – **Participation to the Game:** Each Participant must participate to the #UnlockTheHeart challenge on Tik Tok by posting a video of himself/herself on Tik Tok reproducing the choreography executed by official ESCADA CANDY LOVE tik tokers for each level. A different choreography will have to be reproduced by the Participants according to the level considered:

- Level 1 [From November 2<sup>nd</sup> to November 13<sup>th</sup>]: Walking choreography
- Level 2 [From November 16<sup>th</sup> to November 27<sup>th</sup>]: Emojis challenge choreography
- Level 3 [From November 30<sup>th</sup> to December 11<sup>th</sup>]: Challenge of the moment

The winners (hereinafter referred to as the « **Winners** ») will be then selected from the Participants in accordance with a selection process described hereunder:

II - **Selection of 5 Tik Tok videos:** Selection by Escada Fragrances IG Account of the top 5 Tik Tok videos made by the eligible Participants. The 5 videos will be then broadcasted in Instagram Story on the Instagram account of the Brand.

III - **Selection of one winner for each level:** The Winner shall obtain the most votes of the Instagram community through a vote organized via an open question sticker

Selection process for the 3 (three) Prizes « Candy Love Perfume »:

1. Viewing and analysis of the contest entries by the Organizing Company;
2. Communication of the decision by the Brand. Each winner for each level will be announced according to the level :on November 16<sup>th</sup>, 2020 for Level 1 ; on November 30<sup>th</sup>, 2020 for Level 2 and on December 17<sup>th</sup>2020 for Level 3, via an announcement on its Escada Fragrances Instagram account, in the post published November 3<sup>rd</sup>, and private message, mentioning the Winner's Instagram account.

No dispute as to the designation of the Winner may validly be made.

The Participant who has been selected will be notified in accordance with the above-mentioned procedure.

## ARTICLE 5 – Prize

The Prize (heretofore and hereinafter referred to as the « **Prize** ») for the Winners is as follows:

- 1 (one) Candy Love ESCADA perfume 100ml per Winner

The Organizing Company will make its best efforts to send the kits within 3 (three) weeks of the announcement of the Winner, it being specified that in the context of the present health crisis linked to COVID-19 the Organizing Company cannot be held responsible for the non-receipt of the Prize by a Winner.

The Prize may not be allocated in any form other than that provided for in these Rules and may not give rise, on the part of the Winner, to any dispute of any kind, aiming in particular to obtain its cash equivalent , its modification, its replacement or its exchange for any reason whatsoever.

The Brand and the Organizing Company reserve the right, however, to replace the Prize with another prize of equivalent or greater value if events beyond their control make the award of the Prize impossible, in particular in the context of COVID-19 , and in no case shall the Brand or the Organizing Company be held liable as a consequence of any such substitutions.

## ARTICLE 6 – Intellectual property rights

The Brand and its partners hold all intellectual property rights relating to the Game. These rights belong to them, or they hold the rights of use and/or exploitation relating thereto. Access to and participation in the Game do not give the Participant any rights over these intellectual property rights.

As such, it is formally prohibited to reproduce, represent, modify, transmit, publish, adapt, on any medium whatsoever, by any means whatsoever, or exploit in any way whatsoever, all or part of the elements of or relative to the Game, without the prior written authorization of the Brand.

The 5 selected Participants for each level (Level 1 ; Level 2 and Level 3) hereby assigns worldwide any rights in relation with the creation of their video challenge (including but not limited to any intellectual property rights or personality rights) to the Brand for the reproduction of their videos on Brand's social media accounts including but not limited to Facebook and Instagram.

## ARTICLE 7 – Liability

The Organizing Company reserves the right to shorten, extend, modify or cancel the Game in the event of force majeure or if circumstances external to the Organizing Company so require, without liability being incurred thereby.

Participation by Internet implies knowledge and acceptance of the characteristics and limits of the Internet, in particular as regards the lack of protection of certain data against possible misappropriation or hacking and risks inherent in any connection and transmission over the Internet.

It is up to all Participants to take all appropriate measures to protect their own data and/or software stored on their computer and telephone equipment against any attack. The connection of any person to the site or to the application and their participation in the Game is under their sole responsibility.

The Organizing Company cannot be held responsible in the event of misuse or an incident related to the use of a computer, or for any malfunction of the Internet network, of the Game servers, or of any other technical connection preventing the smooth running of the Game. In the event of a technical malfunction of the Game, the Organizing Company reserves the right, if necessary, to invalidate and/or cancel the Game session during which said malfunction took place. No claim will be accepted as a result.

More generally, the Organizing Company cannot be held liable in the event of force majeure or an unforeseen incident beyond its control. Nor can it be held responsible, and no recourse can be brought against it, in the event of circumstances presenting the characteristics of force majeure (strikes, bad weather ...) partially or totally depriving the Participants of the possibility of participating in the Game and/or the Winner of the benefit of their win, in particular in the context of COVID-19. Likewise, neither the Organizing Company nor its service providers can be held responsible for any incidents occurring during the use of the Prize, after its delivery to the Winner.

## ARTICLE 8 – Cancellation of the Game

The Organizing Company may cancel all or part of the Game if it appears that fraud has occurred in any form whatsoever, and in particular computer fraud, in the context of participation in the Game.

In this case, it reserves the right not to allocate the Prize to the fraudsters, to recover the Prize in the event of discovery of the fraud after its attribution and/or to prosecute before the competent courts the authors and/or accomplices of any such frauds.

Any difficulty in interpreting or applying the Rules will be resolved by the Organizing Company.

## ARTICLE 9 – Personal data

The personal data collected are necessary for participation in the Game and its follow-up. They will be subject to processing implemented by Coty for the purpose of managing the Game. These data will be kept for 2 years.

In accordance with the provisions of the amended French Data Protection Act of January 6, 1978, the General Data Protection Regulation 2016/679 of April 27, 2016 and the provisions of law 2018-493 of June 20, 2018

relating to protection of personal data, each Participant has a right of access to and rectification of data concerning the Participant as well as the right to oppose the processing of these data; these rights can be exercised by contacting the company COTY - 14 rue du 4 Septembre 75002 Paris. Any request must be accompanied by a copy of an identity document.

#### ARTICLE 10 – Applicable law and attribution of jurisdiction

The Game and the Rules shall be governed exclusively by French law.

The courts of the jurisdiction of Paris will have sole jurisdiction to deal with the occurrence of a dispute relating to the validity, application or interpretation of the Rules.