

CONTEST RULES

« ESCADA FRAGRANCES – CREAMY’N SWEET SHOW CHAMPIONSHIP »

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 – 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 one of the nine following countries:

- Spain
- Germany
- Finland
- France
- Pologne
- United-Kingdom
- Ukraine
- Sweden
- Switzerland

The Participants will need to have access to an internet-connected device and have 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 – Principle of the Game

Duration: The Game starts on November 27th, 2020 at 18:00 hours and ends on December,25th, 2020 at 00:00

hours.

During the Duration, there will be 11 different games.

Each game will correspond to a specific duration and to a corresponding game whose game mechanic will be described in a post of the Brand's Instagram account, which the Participant shall follow to participate.

At each game, it will be the occasion to win one Candy Love Set for the winner of the corresponding game.

- One winner for Game 1 from November, 27th to November, 29th 2020
- One winner for Game 2 from November, 29th to December, 2nd 2020
- One winner for Game 3 from December 2nd to December, 4th 2020
- One winner for Game 4 from December 4th to December, 8th 2020
- One winner for Game 5 from December 8th to December, 10th 2020
- One winner for Game 6 from December 10th to December, 13th 2020
- One winner for Game 7 from December 13th to December, 15th 2020
- One winner for Game 8 from December 15th to December, 18th 2020
- One winner for Game 9 from December 18th to December, 21th 2020
- One winner for Game 10 from December 21th to December, 24th 2020
- One winner for Game 11 from December 24th to December, 25th 2020

Designation modalities of the winners for the eleven games:

Participation to the Game: Each Participant must follow Brand's Instagram account <https://www.instagram.com/escadafragrances/>. Each post will be the occasion to win another Candy Love box. Participants will have to play the game for a chance to win.

Selection process for the 11 (eleven) 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 game :
- Game 1: winner's announcement on November, 29th 2020 at 18:00
 - Game 2 : winner's announcement on December, 2nd 2020 at 18:00
 - Game 3 : winner's announcement on December, 4th 2020 at 18:00
 - Game 4 : winner's announcement on December, 8th 2020 at 18:00
 - Game 5 : winner's announcement on December, 10th 2020 at 18:00
 - Game 6 : winner's announcement on December, 13th 2020 at 18:00
 - Game 7 : winner's announcement on December, 15th 2020 at 18:00
 - Game 8 : winner's announcement on December, 18th 2020 at 18:00
 - Game 9 : winner's announcement on December, 21th 2020 at 18:00
 - Game 10 : winner's announcement on December, 24th 2020 at 18:00
 - Game 11 : winner's announcement on December, 26th 2020 at 18:00 ;

And via an announcement on its Escada Fragrances Instagram account, in comment on the game post, 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 4 – Prize

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

- 1 (one) Candy Love ESCADA plastic bag with a 100ml perfume 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 relating to COVID-19 (worldwide pandemic), the Organizing Company cannot be held responsible for the delay and/or 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 to deliver, 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 5 – Intellectual property rights

The Brand and its partners have all and any intellectual property rights relating to the Game including the. Access to and participation in the Game do not give the Participant any rights over these intellectual property rights.

ARTICLE 6 – 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 including but not limited to the COVID-19 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 (including but not limited to the COVID 19, strikes, bad weather etc) partially or totally depriving the Participants of the possibility of participating in the Game and/or the Winner of the benefit of their win.. 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 7 – 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 8 – 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 9 – 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.