

CONTEST RULES

“#FACETHEDAY”

Thank you for your interest in this Game organized by Prestige et Collections International, a French company with a capital of 31.500 euros, with its registered office located at 16, Place Vendome, 75001 Paris, registered in Paris under the number 334 171 113, acting for its brand BIOTHERM (hereinafter the “**Organizer**”, “**Corporate Organizer**” or “**We**” or “**Us**”).

This Contest will be held on the website accessible at the following address contactcontest@biotherm.com (hereinafter the “Website”).

Please read these rules carefully. They govern your participation in the Contest. By participating in the Contest, you unconditionally accept and agree with these rules and the terms and conditions of use available [here](#).

In this regard, please note that the Contest is neither associated with, governed by, nor sponsored by Instagram and that the persons involved who fulfilled the necessary conditions described in Section 3 (hereinafter “Participant (s)”) will provide information only to the Organizer and not to Instagram.

These rules may be consulted on the Website throughout the term of the Contest. They may also be obtained free of charge by any person who requests access from the Organizer throughout the term of the Contest to the following address: contactcontest@biotherm.com

SECTION 1: DEFINITION

Within the scope of these rules, the expressions below shall have the following meanings:

"Game" or "Contest": this online game entitled #FACETHEDAY

"Participant" or "you": the person fulfilling the conditions of Article 3 and participating in the Game.

"Website": website accessible at the following URL address: facetheday.biotherm.com

SECTION 2: TERM

The Contest shall be held from 03/31/2015 8:00AM (Paris time) to 07/31/2015 (Paris time) throughout the duration of the Contest.

SECTION 3: PARTICIPATION

3.1 PARTICIPANTS' CONDITIONS OF PARTICIPATION

Entry into the Contest is free of charge without any purchase obligation.

The Contest is only open to individuals who have reached the age of majority in their respective countries on the contest start date. We may also require that you forward a copy of your personal identification as proof of age.

Several participations per home but only one participation per candidate are hereby authorized (same name, same postal address, same user account).

Members of personnel of the Organizer and persons having collaborated in the organization of the Contest and their respective families (i.e. persons within the same home for tax purposes) are prohibited from participating in the Contest.

Participation takes place exclusively via the Site.

You undertake to fill out the registration form provided in good faith, with the understanding that any inaccurate or incomplete registration will not be accepted. The same applies to multiple registrations. You accept that the data you submit to us and that is stored in our information systems is accurate and acts as proof of your identity. Please inform us as to any applicable change in such data. Any inaccurate or incomplete registration will not be accepted.

Do not attempt any method of participation that is not in compliance with these rules. We have implemented the technical procedures to verify compliance in participation in the game.

3.2 CONTEST PROCESS

The Contest is divided into two successive phases.

(i) First phase :

In the context of the launch of new products of the Aquasource franchise from Biotherm brand, the Participant is required to post a photo/video.

This photo should match the theme chosen by the Corporate Organiser.

During the Contest duration, 12 (twelve) Participants will win Prizes defined in section 4.2 below up to 3 (three) winners per month under the conditions defined in section 4.1 below.

A Participant may be designated as the Winner only 1 (one) time during the duration of this first phase.

For logistical reasons and compliance with local laws, Participants residing in countries below cannot be designated as winners and receive the prizes defined in Article 4.2 (i):

Vietnam, Indonesia, Mexico, New Zealand, Panama, Peru, Egypt, Venezuela, Lebanon, Morocco, South Africa, Uruguay, Iceland, Serbia, Jordan, Lithuania, Ghana, Norway, Greece, Latvia, Estonia, China, Chile, Croatia , Saudi Arabia, Russia, Dominican Republic, Kazakhstan, Turkey, Ukraine, Jordan.

Participants from these countries may participate in the second phase in order to win the prize associated as defined in Article 4.2 (ii).

(ii) Second phase :

In the last month of the Contest, the Corporate Organiser shall select from all the Participants of the first phase 1 (one) Winner under the conditions defined in Article 4.1 (ii) below.

3.4 GENERAL PROVISION

Participation in the Contest shall be carried out solely via the Website (and where applicable on the blog/dedicated page) in accordance with the instructions described on such Website. If you have any questions, please contact us at the following address: contactcontest@biotherm.com

Any attempt at fraud shall trigger immediate disqualification of the relevant Participant. Participants shall refrain from implementing any participation mode which does not comply with these rules. Rule compliance of Participants in the Contest may be verified by various technical methods available to the Corporate Organizer. As is the case concerning votes, Participants or third parties are strictly

prohibited from facilitating the increase in the number of votes for a candidate by any fraudulent process whatsoever.

In cases of suspected fraud and/or unfair participation, the Corporate Organizer reserves the right to conduct any verification it deems necessary. Any established corrupt or fraudulent practice will result in an immediate and definitive disqualification of the Participant, final without notice. In case of dispute, only the listings will prevail.

You agree to disclose accurate information to us and furthermore to notify us of any changes in your personal information.

Furthermore, your registration may be deemed ineligible if you do not comply with the terms of participation set forth above or if you disclose inaccurate information to us.

Generally, each Participant is prohibited from publishing any photo, the content of which may be deemed (i) prejudicial, threatening, illegal, defamatory, unauthorised, abusive, injurious, malevolent, an incitement to violence or to racial, religious, or ethnic hatred, vulgar, obscene, an interference with privacy or the rights to one's image, (ii) allowing the identification of a person notably by disclosing his or her address or telephone number or breaching his or her privacy or physical or moral integrity, (iii) any infringement of any trademark, text, photographs, images or video rights, etc., (iv) contrary to the general terms of use of the Website and, in particular, constituting a violation of public order, any incitement to commit certain crimes or offences or any provocation or discrimination whatsoever, hatred or violence.

Likewise, any content showing nudity or partial nudity (private parts) is hereby prohibited.

Publications shall be subject to moderation and control in the discretion of the Corporate Organizer.

Only content compliant with such conditions shall be accepted by the Corporate Organizers and may be used for the competition.

The Corporate Organizer expressly reserves the right to refuse the participation of any person whose publication violates these requirements.

SECTION 4: SELECTION OF WINNERS AND PRIZES

4.1 DESIGNATION OF THE WINNER

The Contest consist of submitting to the vote of a jury (the "Jury") composed of 5 (five) responsible members for the company Biotherm the photos/videos posted by Participants on the Site. The Jury is supreme and its decisions shall be final.

- (i) The 15 (fifteen) Participants at the origin of photo/video which be designated as Winners by the Jury will get a prize in accordance with the section 4.2 (i) below.
- (ii) In July and among all Participants during the Contest Duration, the Jury will have to designate a winner who will get the Prize in accordance with the section 4.2 (ii) below.

We are not obliged to award the prize if the winner (i) does not confirm receipt of the letter or email within 30 days, (ii) did not input the correct information during registration or (iii) has not complied with these rules.

4.2 PRIZES:

- (i) Each winner shall receive the following prize:
- Aquasource Gel - Normal/combination skin (50ml) with a market value of 39 euros (thirty nine euros)*
 - Aquasource Total Eye Revitalizer (15ml) with a market value of 28,50 euros (twenty eight euros and fifty cents)*
 - Aquasource Night Spa – all skin type (50ml)* with a market value of 42 euros (forty two euros)*

* average price recorded on the market

The Winners will receive their prize within a maximum period of 30 (thirty) days after receipt of the confirmation email.

If for some extraneous reasons, Prizes returned to the Corporate Organiser, these prizes are not returned. The Winner would forfeit all right and Prizes would not be redistributed

- (ii) The Winner of the second phase shall receive the following prize :

A trip to French Polynesia (Moorea) with a market value of 13,000 (thirteen thousand) euros.

* average price recorded on the market and depending on where the winner is from

Will be assumed by the Corporate Organizer the following cost:

- Airline tickets in economy class (roundtrip) from the nearest Winner's residence airport for two people (two adults)
- Lodging at [Hilton Moorea Lagoon Resort & Spa](#) (or equivalent) hotel for five (5) nights (half board) for 2 (two) people (wine, aperitifs and alcohol included)
- One day visit to Tetiaroa
- Round trip transfers from Papeete airport to Hilton Moorea Lagoon Resort & Spa.

Will not be assumed by the Corporate Organizer the following cost:

- Any other travel or additional costs for finalists shall not be provided by the Corporate Organizer.
- Transport costs from the place of residence to the airport and the cost of return from airport to home
- All personal expenses including mini bar, extras, gifts of any kind and phone calls

The prize is awarded specifically to the winner and may not be given to anyone else nor exchanged for cash value. It is understood that we reserve the right to substitute the prize proposed at any time, with another prize of equivalent value.

The prize is also the subject of a period of use: it can be used until 31 October 2015. If the Winner and the hotel service fail to agree on a date, the Winner would be forfeit all right and Prize would not be called into play.

SECTION 5: TERMS AND CONDITIONS OF REIMBURSEMENT OF PARTICIPATION COSTS

When you file an application form, we shall reimburse the costs incurred to connect with the Website and participate in the Contest to residents for tax purposes up to the limit of 3 connection minutes per residence, i.e. the sum of 0.11 euros for the first minute and 0.02 euros for the two following minutes. Any connection made free of charge or as part of a subscription (by cable, ADSL, fiber optic etc.) shall not be reimbursed.

The application for reimbursement shall:

- be forwarded to our attention no later than one month following the end of the Contest at the following address: thebrushcontest@lorealparis.com
- indicate your family name, first name and personal postal address;
- Attach a copy of the detailed invoice of the telephone operator and/or access provider to which you are subscribed, displaying the date and the time of your connection to the Website and participation in the Contest, as well as a *Relevé d'Identité Bancaire* (bank identity statement) or postal statement.

If you have forwarded a request by mail, any cost for postal stamps that you have incurred in order to forward a request in relation to any of the provisions hereunder shall be reimbursed at the regular (basis 20 g) rates upon request. Any costs related to photocopies of supporting documents shall be reimbursed on the basis of EUR 20 centimes per sheet upon request.

Reimbursements shall be made by cheque or by bank transfer, in our discretion, within 60 days of receipt of the request following verification of the merits of the request, in particular with respect to compliance and truthfulness of the information provided.

Reimbursement costs not provided for hereunder shall be paid by the contestant.

Any costs independent of the participation in the Contest and not provided for in these rules shall be the sole and exclusive responsibility of the Participant.

SECTION 6: TESTIMONY, ORIGINAL CREATIONS AND PERSONALITY RIGHTS

For purposes of the Contest, as a Participant, you hereby expressly and free of charge authorise us to:

reproduce, represent, modify, adapt (including translate), transfer and distribute your testimony, your video and/or your photography in connection with the Games for all purposes of internal or external communications, corporate and financial (including the L'Oréal Group annual report and / or its French and foreign subsidiaries, activity reports), promotional and advertising purposes in relation to the products and/or of the L'Oréal Paris brand of the Organizer or companies of its group, including the following media supports:

- (i) Displays at all format in unlimited quantities;
- (ii) Television; unlimited distribution;
- (iii) in the print press and magazines ;
- (iv) on the Internet (notwithstanding the Site and/or support, including the so-called "social network" sites such as Instagram, Facebook, YouTube, Instagram etc). You are hereby informed that these social networks are Websites belonging to third parties and consequently the broadcast and use of your testimony, your video or your photographs on these social networks shall be governed by the terms of use established by such third parties,
- (v) upon any advertising media support (including by way of posting at the sales site and on the products of the Organizer or companies of its group) hereinafter the "**Media Supports**").

This authorisation includes the possibility for the Corporate Organizer to change your photograph and / or video and / or testimony and provide any clarification to the initial fixation, adding or removing it deems useful since it does not affect your image or your words.

This authorisation is granted free of charge commencing from the initial broadcast of your testimony, your video and/or your photography via the Website throughout the world without limitation as to

number or excerpt and for all types of Media Support (audio visual, print press, internet, etc.) for a five (5) year term commencing on the date of initial broadcast to the public.

You hereby expressly declare that you hold any and all rights to the videos, testimonies and/or photographs forwarded to our attention.

The Participants are aware that the annual reports of L'OREAL Group are accessible on the Internet for an unlimited duration.

In addition, if you developed creations in the Game, you authorize the Corporate Organizer to reproduce, modify, adapt, transfer and distribute these creations free of charge. This authorization is valid for 5 (five) years from the transfer of creations on the site for the world and for any type of media (audiovisual, press, internet, etc.).

SECTION 7: PERSONAL INFORMATION

As part of the Game, you expressly allow the Corporate Organizer and its duly authorized partners to use the personal data transmitted during the Game for your Contest management purposes.

You are entitled to a right of access, opposition, rectification and deletion of data which concern you personally. You may exercise this right by sending an e-mail to our attention accompanied by a photocopy of an identification document to the following address:

L'Oreal Luxe
BIOTHERM INTERNATIONAL
106 rue Danton
92300 Levallois-Perret
FRANCE

Or to the following e-mail:

contactcontest@biotherm.com

This right may also be exercised at the national level by sending an email or a letter to the address provided for this purpose in the Local Rules.

Persons exercising the right to delete their data prior to the end of the Contest shall be deemed to have waived their right to participation.

Finally, if you become one of the winners, you hereby authorise us to publish free of charge on our Site your name, first name and photo for a period of five (5) years.

SECTION 8: LIABILITY

The Corporate Organizer shall not be held liable for any fraudulent use of connection rights or the granting of a Participant prize, nor incur any liability whatsoever in the event of *force majeure* or other similar events which are beyond our control (including, but not limited to technical problems, losses or delays in postal services...) interfering with the organization and management of the Contest. We shall notify Participants accordingly in any such event via the Website.

If exceptional circumstances require, the Promoter reserves the right to postpone, shorten, modify, cancel or suspend the Game or, for any other reasons, to extend the Game, and without liability cannot be sought as a result. In this case, we will notify you as soon as possible via the Website.

As applicable, the Corporate Organizer agrees to defend and indemnify YouTube, its parent corporation, affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) the use of and access to YouTube for this Contest under these policies; (ii) the violation of any term of the Contest policies; (iii) any violation within this Contest of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim from any third party relating to or arising from this Contest; or (v) any claim that this Contest violates any law, rule or regulation. This defense and indemnification obligation will survive these policies and the use of YouTube.

SECTION 9: AMENDMENT OF THE RULES

We may be required to amend these rules *inter alia* to comply with any new legislation and/or applicable regulations.

Any amendment shall be integrated within these rules and shall be announced on the Website and/or by e-mail and filed with the Court bailiff identified in section 9.

In the event that any clause hereunder is declared null or void, it shall have no impact on the validity of the rules themselves.

SECTION 10: DEPOSIT AND CONSULTATION OF THE RULES

The complete Rules are filed with Jean-Michel ADAM, SCP J.M ADAM - V. ADAM, bailiff, whose office is located at 99 rue de Prony, 75017 Paris, FRANCE.

These rules can be consulted on the Site for the entire duration of the Game. They may also be sent at no charge, to anyone who has made such a request during the Game period to Company, at the following address:

L'Oreal Luxe
BIOTHERM INTERNATIONAL
106 rue Danton
92300 Levallois-Perret
FRANCE
