

## TERMS AND CONDITIONS

The present terms and conditions includes:

- Specific terms and conditions ;
- General terms and conditions

## SPECIFIC TERMS AND CONDITIONS

### A. OBJECT

**HACHETTE FILIPACCHI PRESSE** (the « Organizer »), a company organized and existing under the laws of France, with its head office at with its head office at 149, rue Anatole France, 92534 Levallois-Perret Cedex, France, registered under No. 582 101 424 and represented by Mr. Fabien Sfez, organizes a free contest called “**ELLExMOLITOR**”.

### B. HOW TO PARTICIPATE

<b>The Contest</b>	<ul style="list-style-type: none"><li>- <b>Name of the Contest</b> : ELLExMOLITOR</li><li>- <b>Date of the Contest</b> : The Contest starts 06/16/17 and ends 07/16/17</li></ul> <p><b>Object of the Contest:</b> Photo contest with the #ELLExMOLITOR</p> <p>This implies to publish an image or a video showing how to live the Parisian lifestyle and share it with #ELLExMOLITOR, #parisiananywhere and tagging/following @elleboutique @mltrparis on Instagram.</p>
<b>Winner Selection</b>	<ul style="list-style-type: none"><li>- <b>Winner Selection</b> :</li></ul> <p>At the end of the game contest, the jury @elleboutique will select the best public content shared on Instagram. The jury will pick the content representing at best the Parisians' lifestyle.</p>
<b>Prize</b>	<p><b>The following prizes will be granted :</b></p> <ul style="list-style-type: none"><li>- 1 trip to Paris for two persons: 2 return tickets place + a 4 nights stay in the Molitor hotel in Paris (4000€)</li></ul>
<b>Contest Process</b>	<p>Instagram user will have to post a content on instagram following the guideline: “<i>Show us how you live your Parisian lifestyle and share it on Instagram with #ELLExMOLITOR, #parisiananywhere and tagging/following @elleboutique @mltrparis to win a trip to Paris &amp; a 4 nights stay in the mythic Hotel Molitor for two</i>” (cf additional info).</p> <p>Instagram user could participate as many times as they want. This international public contest will be organized on Instagram and starts 06/16/17 and ends 07/16/17.</p> <p>At the end of the game contest, the jury of ELLE Boutique will select the winner who had published the best content on</p>

Instagram.

The winner will be announced on the 07/19/2017 our Instagram global account @elleboutique

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

« **Game** » : the Contest as described in the Specific Terms and Conditions.

« **Contestant** » : any natural person over the age of majority living in any country of the world, to the exclusion of those employed by the Organizer and companies having participated directly or indirectly to the organization, promotion and/or creation of the Contest, as well as their family members (spouses, ascendants, descendants, brothers and sisters)

« **Website** » : the Facebook Page as described in the Specific terms and Conditions.

« **Terms and Conditions** » : The Terms and conditions includes :

- Specific Terms and Conditions;
- General Terms and Conditions.

« **Organizer** » Company described in the Specific Terms and Conditions, who is organizing the Contest object of the present Terms and Conditions.

« **Content** » : photographs and/or images and/or other content that the Contestant will publish in the context of the Game

### 2. HOW TO PARTICIPATE

2.1 This free Contest without any purchase obligation is open to any natural person over the age of majority living in any country of the world, to the exclusion of those employed by the Organizer and companies having participated directly or indirectly to the organization, promotion and/or creation of the Contest, as well as their family members (spouses, ascendants, descendants, brothers and sisters).

The Contest is not open to minors.

2.2 The Organizer keeps the rights to proceed to all verifications needed concerning the identity, postal address and/or email address of the Contestant.

2.3 People who have not justified their personal details and complete identity and/or that would give incorrect one will be disqualified, as well as people refusing the collect, register and use of these information for the strict need of the organization of the Game.

2.4 By taking part in this Contest, participants accept the present rules without any reservation. Participants certify fulfilling all necessary conditions to take part in the Contest, by respecting the terms and conditions of the present rules as well as applicable French laws and regulations.

Any fraud or fraud attempt (notably lack of information or false indication of identity or address), any violation of the present rules or any malicious intent to disturb the proceedings of the Contest shall automatically disqualify the participant.

A winner having disturbed the proceedings of the Contest in any manner whatsoever shall be deprived of his right to obtain any prize.

### 3. WINNER DESIGNATION

The prize is supposed to be received by the Contestant announced as the winner according to process described in the specific Terms and Conditions.

Only one prize will be granted to one winner (same name, same address).

Winners will be announced after verification of their eligibility to win the prize. Contestants will be contacted by email by the Organizer. If one Contestant does not show any interest within fifteen (15) days after the sending of the email, Contestant shall be considered as abandoning the prize, and the prize shall remain the Organizer's property.

By accepting the prize, the winner authorizes the Organizer to use his/her surname, name, indication of the city and zip code in any publi-promotional advertisement, on the Organizer's website or other means of communication, without opening any remuneration other than the prize

Winners shall comply to the Terms and Conditions. If winners are not eligible, prizes will not be granted to them. Contestants authorize every verification regarding their identity, age, **postal** address. In that case, the Organizer keeps the right to ask copy of the winner's identity card before sending the prize. Any false declaration, indication of identity or address will automatically disqualify the Contestant from the Game and where applicable the reimbursement of sent Prizes.

#### **4. PRIZES**

The prize is nominative and cannot be transferred to anyone else.

It can neither give rise to any complaint whatsoever from the winner, nor can it be exchanged or replaced by another prize of any value whatsoever or by its partial/total monetary equivalent, for any reason whatsoever.

Moreover, Organizer may partly or wholly replace the prize by another prize of equal value in case of an act of God or compelling circumstances, such as a disruption of service, even temporary.

#### **5. ROUTING OF PRIZES**

The Organizer shall inform the winner by email maximum seven (7) days following the end of the Game, and shall communicate the instructions to follow.

If the winner does not reply under fifteen (15) days following the email sent by the Organizer, or without reception of any justification or information asked by Organizer, the prize shall be granted to the second Contestant declared winner. If five (5) winners informed by Organizer do not answer, the prize shall remain Organizer's property.

Prizes shall be sent to winners by post within fifteen (30) days after the answer from Contestant to the email informing his/her victory.

Only the Instagram account holder given by Contestant shall be considered as winner, prizes shall be sent to the address linked to the account. The winner will be contacted on Instagram.

No email or letter shall be sent to non-winning Contestant.

The Organizer shall not be held liable of the prize sending to an incorrect address due to a winner's negligence. If prizes are not delivered to the recipient for any reasons, beyond the organizers control (the winner moving without upgrading his/her new address etc...), prizes shall remain Organizer's property.

The Organizer's shall not be held liable for the delay and/or loss due to postal services or the total or partial destruction due to an act of God.

Prizes can neither give rise to any complaint whatsoever from the winner, nor can it be exchanged or replaced by another prize of any value whatsoever or by its partial/total monetary equivalent, for any reason whatsoever. Contestants are informed that the sale or exchange of prizes is strictly prohibited.

The indicated value for prize(s) corresponds to the retail price (all taxes included) regularly applied or estimated at the drafting date of the Terms and Conditions. This value is given for information purposes only and can be subject of variation.

Organizer shall not be held liable for any incident/accident that could happen during the use of the prize. All brands or names cited are protected by copyright.

Organizer shall not grant any guarantee or service, the reward being only the sending of the prize.

## **6. FREE OF CHARGE GAME**

The reimbursement of Internet access fees for the participation to the Game shall be limited to 3 minutes of access, based on the cost of a local communication in force when drafting the present Terms and conditions. Reimbursement shall be asked within three months following the end of the Game.

Contestants who do not pay Internet access fees regarding their consumption (i.e owner of an unlimited access...) shall not receive a reimbursement.

Reimbursement shall be asked by a written letter sent to Organizer as described in the Specific Terms and Conditions.

Contestant shall indicate surname, name, full address, and have to attach a R.I.B as well as the copy of the Internet access bill, by underlining date and time of access.

Any request by email shall not be considered.

Reimbursement of the request of reimbursement will be based on the price of a regular letter of less than twenty (20) grams, economical postage fees.

## **7. DATA COLLECTION – FRENCH DATA PROTECTION ACT**

To participate, Contestants must provide personal information (ie : name, address and/or email address). These information will be registered and saved in a computerized file and are necessary to take into account the participation, determine winners as well as rewarding and sending prizes.

These information are destined to Organizer and can be sent to the external providers, and the mailing services for the sake of sending the prize. By participating to the Game, the Contestant can ask the subscription to the Organizer's newsletter.

The data collected might be used in a legal framework. Pursuant to the Data Protection Act of January 6, 1976, Participants may ask Organizer at any time not to appear or to be removed from its commercial file, and therefore benefit from a right of access, rectification and objection on simple request sent to the address as described in the Specific Terms and Conditions, by indicating his/her names, surname and email address.

The data collected will be stored during three years starting from their collection.

Stamp reimbursement will be effective at the economical rate in force for postage of less than twenty (20) grams, in the limit of one reimbursement per home (same name, same address), by simple written request, with IBAN attached, sent at the latest 30 days after the end of the Game.

Contestant will receive reimbursement 3 to 4 weeks following the reception of the request.

## **8. LIMITATION OF LIABILITY**

8.1 Participation to the Game implies the knowledge and acceptance of characteristics and limits of the Internet, specially the technical performances, answering time to consult, interrogate or transfer information, risk of disruption, and more generally, all risks regarding access and transmission on the Internet, absence of data protection against possible misappropriations and risks of contamination by possible viruses circulating on the network.

Therefore, Organizer shall not be held liable under any circumstances, without this list be limitative:

0. Transmission and/or reception of any data and/or information on Internet;
1. Any dysfunction of the Internet network preventing the proper conduct/functioning of the Game;
2. Failure or any reception material and communication network;
3. Loss of any mail (electronic or not), and generally, loss of any data;
4. Issue of delivery;
5. Functioning of any software;
6. Consequences of any virus, bugs, technical failure;
7. Any damage caused to a Contestant's personal computer;
8. Any type of technical, material or software failure, that may have prevent or limited the possibility to participate to the Game or that has damaged the Contestant's system;
9. Any dysfunction of distributed prizes in the framework of the Game, and possible direct or indirect damages caused by the prizes.

8.2 Organizer shall not be held liable of any direct or indirect damage linked to any interruption, any dysfunction under any circumstance, or any direct damage that would result, in any way, from the accession to a website dedicated to the Game. All Contestants shall take appropriate measures to protect his/her own data and/or software downloaded on his/her device against any prejudice.

8.3 Organizer might cancel totally or partially the Game, in the event that a fraud intervened in any form, especially by electronic means or winner determination. The Organizer keeps, in this case, the right not to grant the prizes to any person who commit fraud and/or take action before jurisdictions against any person who commit fraud. Organizer could not incur any responsibility of any kind towards Contestants due to possible committed frauds.

Will be considered as a fraud, the fact for a Contestant to use one or many nicknames or use any other person's name. Each Contestant shall participate to the Fame under his/her own name.

Any fraud shall entail the automatic disqualification of the Contestant.

8.4 The Game is not organized nor sponsored by Instagram, Facebook or any other social media shall not be held liable for any litigation regarding the Game. For any question, comment and/or complaint regarding the Game, Contestants shall contact the Organizer. Any photograph shall be subject to moderation. The Organizer is authorized in a discretionary manner to accept, refuse, delete any content, including those already downloaded without having to justify itself.

8.5 Contestant acknowledges that all photographs and/or image and/or any other contents that he/she submits in the Game (the "Content") are under his/her liability.

Contestant commits not to publish any Content contrary to the laws in force.

Particularly, it is prohibited:

- To publish information contrary to public order and customs;
- divert the purpose of the service to make a propaganda, proselytism, prospecting or soliciting;
- publish commercial or advertising information or constituting propaganda in favor of the tobacco, alcohol or any other substance or product that has a strict ruling;
- publish Contents violating personality right of a third-party or presenting a slanderous, offensive, obscene, pornographic, offensive, violent character or inciting to the discrimination, political violence, racism, xenophobia, sexism or homophobia;
- publish information violating data protection legislation allowing the identification of the physical persons without their consent, in particular their surname, mailing and/or electronic address, telephone, photography, sound or audiovisual recording, or to collect and to store personal data relative to the other Contestants;

- deliver any message containing virus' or any other code, file or program conceived to interrupt, destroy or limit the features of any software, computer or means of telecommunication;
- harass in any way another or several other Contestants;
- give information sending back to other sites (by creating hypertext links or by the simple supply of information) whose content may infringe any law or regulations in force, in particular would may violate personal rights and properties and/or intellectual property rights.

Contestant refrains to infringe any third party intellectual property rights. Contestant commits to respect any law and regulation in force and use Contents (texts, photographs, videos...) for which he/she has obtained express authorization from titleholder, or works free from rights.

As a reminder, the French Intellectual Property Code prohibits any total or partial representation or reproduction, made without the author's consent or successors in title.

Only "analyses and short quotations justified by the critical, polemic, educational, scientific or informatory nature of the work in which they are incorporated" are authorized, if the name of the authors and the source is indicated.

Contestants expressly guarantee to have obtained from any third person owning property the rights necessary to the publish Contents. By rights, it is considered as rights regarding personality, author's right, copyright etc.

Each Contestant guarantees that every person on the photograph and/or the image accept that the photograph be used to participate to the Game, and that the photographs be used on the Website, during the Game and during a period of one (1) month after the final results after the Game.

In particular, if a minor appears on the photograph and/or the image, Contestant declares and acknowledges that he has obtained the approval from holder(s) of parental authority. They have agreed to guarantee the respect by the minor of all regulations present in this Terms and Conditions.

Contestant commits to compensate the Organizer in case of any prejudice caused directly or indirectly by the non-compliance of this warranty.

8.6 Organizer keeps the right for independent reasons (force majeure, unforeseeable circumstances, or any other event considered as making the Contest impossible to be executed as planned), to cancel, report, interrupt or extend the Game or totally or partially modify the present Terms and Conditions.

If for any of those reasons, Organizer has to use this right, Organizer shall not be held liable.

Organizer keeps the right to exclude definitely from the Game, any person who, due to his fraudulent behavior, who affect the course of the Game.

Sponsoring a fake person will result by the immediate elimination of the Contestant. Moreover, any attempts to use the Game outside the framework of the non-modify interface loaded on the Website will be considered as attempt of fraud.

Besides, the decompilation of the Game, the use of personal script or any method to by-pass the planned used in the present Terms and Conditions will also be considered as an attempt of fraud and will result the immediate elimination and without appeal of the Contestant.

## **9. INTERPRETATION OF TERMS AND CONDITIONS**

Participating to the Game and the draw implies the full acceptance of the present Terms and Conditions, as well as the website's terms and conditions.

Failure to respect the conditions of participation in this present Terms and Conditions or violation of the website's terms and conditions will void participation.

Any fault or any failure to the present Terms and Conditions will result in the author's exclusion from the Game. Organizer shall have the right to initiate legal proceedings.

Any contestation and complain shall be addressed by written letter sent by registered letter with acknowledgment of receipt to the Organizer at the address indicated in the Specific Terms and Conditions.

The Organizer will arbitrate in last resort all challenges which are not planned in the present Terms and Conditions.

## **10. COMMUNICATION OF THE TERMS AND CONDITIONS**

The present Terms and Conditions is available, free of charge, for any persons who request it that the Organizer at the address indicated in the Specific Terms and Conditions.

Stamps used to send the written request of a copy of the Terms and Conditions will be paid based on the economical rate on simple request in the next thirty (3) days following the request.

The Terms and Conditions can be downloaded under PDF format from the Website in the tab "Regulation".

The Terms and Conditions can be modified at any time under the format of an amendment by Organizer, published by an online announcement on the Website.

## **11. LITIGATION**

The present rules are governed by French law.

To be taken into account, the possible challenges relative to the Game must be formulated by written request at the address indicated in the Specific Terms and Conditions and at the latest ninety (90) days after the deadline of participation to the Game as indicated in the present Terms and Conditions.

In case of a persisting disagreement on the application or interpretation of the present Terms and Conditions, and in lack of a mutual agreement, any dispute shall be submitted exclusively to the competent court of Paris.