

## TERMS AND CONDITIONS OF THE « OPEN YOUR EYE» CONTEST

### 1. ORGANIZER

**HACHETTE FILIPACCHI PRESSE (“HFP”)**, a company organized and existing under the laws of France, with its head office at 149, rue Anatole France, 92534 Levallois-Perret Cedex, Nanterre Trade and Companies Register number 582 101 424, and represented by Mr. Fabien Sfez, Deputy Managing Director, is organizing a contest called “OPEN YOUR EYE” (“**the Contest**”).

### 2. CONTEST PERIOD AND ELIGIBILITY

**2.1. Contest Period.** The Contest will be hosted on the social networks Instagram and Facebook (“**the Websites**”) through the page / account ELLE BOUTIQUE, from October 1<sup>st</sup>, 2018 at 00h01 AM to October 31<sup>st</sup> 2018 at 00h00 PM (UNITED STATES, CHILE, PERU, COLOMBIA, MEXICO at 8:00pm).

Any application sent outside the above-mentioned period shall not be taken into account.

**2.2. Eligibility.** This free Contest without any purchase obligation is open to any natural person over the age of majority living in one of the following country: Korea, Japan, Thailand, China, Mexico, Chile, Colombia, Peru, United-States (“**the Participant**”), to the exclusion of those employed by HFP 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.

### 3. HOW TO PARTICIPATE

In order to take part in the Contest, the participant must post a picture or a video on the “open your eyes in your city” topic (“**the Post**”). Participant must add to the Post the following hashtags: #eyecitychallenge, the tag of the city it belongs to and identify @elleboutique. If any of those hashtags are missing, the Post will not be taken into account.

Pornographic, racist contents as well as Posts advocating violence, violating any law in force or third parties’ rights will be reported to the Websites, deleted from the ELLE BOUTIQUES page or account and not be taken into account for the Contest.

### 4. PRIZES AND WINNER SELECTION

**4.1. List of prizes.** The prizes offered are as follows:

- USA / ELLE MEDICAL
  - Scrubs = value of \$70
  - Sunglasses = value of \$20
  - Jewelry = value of \$100
  - Hair Accessory = value of \$50
  - Tote bag = value of \$10
  
- USA / ELLE APPAREL / KOHLS
  - 1st winner: TBD
  - 2nd winner: TBD
  - 3rd winner: TBD

- MEXICO / ELLE APPAREL:
  - **Influencer @iamgadriana:**
    - **Influencer's community / participants:**  
1st winner: 1 coupon at Sears (value of 4,000 Mexican pesos/185€)  
2nd winner: 1 coupon at Sears (value of 1500 Mexican pesos/70€)
    - **#Eyecitychallenge participants:**  
3rd winner: 1 coupon at Sears (value of 1000 Mexican pesos/45€)
  - **Influencer @dearmilano:**
    - **Influencer's community / participants:**  
1st winner: 1 bag (value of 900 Mexican pesos/40€) + 1 pair of shoes (value of 900 Mexican pesos/40€)  
2nd winner: 1 bag (value of 900 Mexican pesos/40€) + 1 pair of shoes (value of 650 Mexican pesos/30€)
    - **#Eyecitychallenge participants:**  
3rd winner: 1 pair of shoes (value of 650 pesos/30€)
- COLOMBIA / ELLE APPAREL & BAGS:
  - **Influencer @beatrizarango:**
    - **Influencer's community / participants:**  
1st winner: 1 ELLE outfit (value of 345 000 Colombian pesos /80€): top/pant/bag  
2nd winner: 1 ELLE outfit (value of 345 000 Colombian pesos/80€: top/pant/bag
    - **#Eyecitychallenge participants:**  
3rd winner: 1 ELLE outfit (value of 345 000 Colombian pesos/80€): top/pant/bag
- PERU / ELLE APPAREL & BAG:
  - Winner 1st: 1 ELLE outfit / coupon (value of 260 Peruvian Sol/70€): top/pant
  - Winner 2nd: 1 bag / coupon (value of 100 Peruvian Sol/30€)
- CHILE / ELLE APPAREL:
  - Winner 1st: 1 ELLE outfit / coupon (value of 35 000 Chilean Peso/50€): top/pant
  - Winner 2nd: 1 ELLE outfit / coupon (value of 35 000 Chilean Peso/50€): top/pant

**For a total value of:**

- USA: TBD
- MEXICO: 480 euros
- COLOMBIA: 230 euros
- PERU: 100 euros
- CHILE: 100 euros

Together “**the Prizes**” and individually “**the Prize**”.

Only one Prize shall be offered to one winner.

**4.2. Selection of the winners.** The winners will be selected randomly within the Posts. The first Participant drawn will be offered the less valuable Prize and the last Participant to be drawn will be offered the most valuable Prize.

**4.3. Announcement of the winners.** Winner will be announced through the Websites' ELLE BOUTIQUE page or account.

The winners will be contacted through its Website's account, within 30 days after being selected. Winners will be requested to give their contact details but only in the aim of sending the Prize. Contact details will then be deleted once Prize received.

Winners' accounts must be public to enable HFP to contact them. If not, Winners will lose their right to receive the Prize, which will be assigned to another Participant, drawn randomly.

Once awarded to a winner, Prizes become nominative and cannot be transferred to anyone else.

**4.5. Potential complaint regarding the Prizes.** Attribution of a Prize 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, HFP 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.

If the winner refuses the prize or, for any reason whatsoever, cannot partly or wholly benefit from the prize won according to the terms and conditions set forth in the present rules, he/she shall lose the whole benefit of the said prize and shall not be entitled to any compensation or counterpart. The prize will be treated as forfeited and HFP may freely use it, including the liberty to award it to another participant.

**4.6. Unclaimed Prize.** Moreover, any prize remaining unclaimed fifteen days after the winner's selection shall be considered as forfeited and HFP will have the liberty to award it to another participant. The prize shall be available 4 (four) months after the first announcement of its winner.

## **5. ACCEPTANCE OF THE RULES**

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 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.

## **6. LIMITATION OF LIABILITY**

**6.1. Internet functioning.** HFP is not responsible for Internet's proper functioning. Each Participant must make sure that he/she is technically able to send all elements necessary to his/her participation to the Contest.

HFP does not warrant (i) that the Website on which the Contest is accessible runs without interruption or mistake or (ii) that the Website on which the Contest is accessible and/or third-party websites with which it is linked do not contain computer virus or other computer programs that may cause damages to property and individuals.

#### **6.2. Miscellaneous.**

HFP shall not be held liable in case of delay or loss of the prize and/or damages caused to the prize during its transportation.

In no case shall HFP be held liable for any kind of damage or harm arising out of the participation to the Contest.

HFP shall not be held liable for the cancellation, shortening, extension, adjournment of the Contest or the modification of its conditions of participation, due to an act of God or any other event beyond its control.

### **7. INTELLECTUAL PROPERTY AND RIGHT TO THE IMAGE**

**7.1. Right to the image.** Participants agree that photographs taken for the Contest are intended to be transferred to HFP. Participants: (1) expressly authorize HFP to reproduce and represent the incorporation of their creation on the photographs in the context of the Contest for the media and uses defined at the present article, (2) authorize HFP, its subsidiaries and sister companies to use the photographs for internal and external purposes on the Websites. This authorization is granted free of charge for 3 (three) years from the Participants' manifestation of consent.

**7.2. Transfer of copyright.** Participants authorize HFP, its subsidiaries and sister companies, to represent, reproduce and adapt the Photographs for their use on the Internet and on the Websites for a period of 3 (three) years to communicate on the Contest, free of any charge. Should HFP want to use the photographs for other purposes not provided for in the present article, HFP and participants agree to discuss in order to formalize a proper transfer of rights.

**7.3. Warranty.** Participants expressly declare to have obtained from any third person owning property, simply intervening or fully involved, directly or indirectly, in any way whatsoever in the creation of the photographs, the approvals necessary to the use, reproduction and representation of the photographs by HFP for the Contest and for the media and uses set out in the present article.

**7.4. Adaptation.** HFP can freely bring each Photograph any modification, addition, suppression deemed useful, such as headline, coloration or cropping.

### **8. CLAIMS - JURISDICTION**

**8.1. Claims.** Any dispute or claim must be presented in writing and sent by registered mail to HFP, whose address appears in article 1 of the present rules. This letter shall indicate precisely the participation date, the participant's contact details and the exact reason for the claim. No other means of dispute or claim shall be taken into account.

Any question on the application and/or interpretation of the present rules shall be decided in a discretionary manner by HFP.

Any dispute or claim in relation to the Contest within 1 (one) month after the end of the Contest at the latest.

**9.2. Applicable law.** The present rules are governed by [LOCAL] law. Any dispute that would not be dealt directly by HFP shall be introduced before the Courts of [COUNTRY].

**10. TRANSLATION**

This English version shall prevail.

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