

TERMS AND CONDITIONS OF THE « OPEN YOUR EYES » CONTEST
有关 « OPEN YOUR EYES » 比赛的条款及条件

1. ORGANIZER 主办方

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 EYES” (“**the Contest**”).

赫菲力柏契出版社 (“**HFP**”), 根据法国法律建立及存在的公司, 其地址法国塞代斯拉瓦瓦佩雷92534,阿那托勒法郎士大街149号, 公司注册号582 101 424, 由Fabien Sfez副董事代表, 主办“比”称“OPEN YOUR EYES” (“比”)。

2. CONTEST PERIOD AND ELIGIBILITY 比赛期限及资格

2.1. Contest Period 比赛期限. The Contest will be hosted on the social networks Instagram and Facebook (“**the Websites**”) through the page / account ELLE BOUTIQUE, from October 22nd, 2018 at 00h01 AM to November 4th, 2018 at 12h00 PM Beijing, China hour and date time). 比赛将于2018年10月22日上午00:01时至2018年11月4日下午12:00时于社交互联网微博(“网站”)上的页面/ELLE BOUTIQUE的页面进行。

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

在上述期限之外发出的任何申请均不予考虑。

2.2. Eligibility 资格. 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, 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). 这场免费比赛, 并不附有任何购买产品的责任, 公开于下列其中一个国家, 而年龄须于成年人以上的任何自然人参选: 韩国, 日本, 泰国, 中国 (“**参赛者**”), 但参赛者则不能为 HFP 雇用的人员及任何公司涉及直接或间接安排, 宣传及创立比赛, 及其公司的家庭成员(配偶, 长辈, 后辈, 兄弟及姊妹)。

The Contest is not open to minors.

本比赛不对未成年开放。

3. HOW TO PARTICIPATE 参加方法

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. 为了参加比赛, 参赛者必须在“open your eyes in your city”主题上发布图片或视频(“帖子”)。参赛者必须在帖子中添加以下主题标签: #eyecitychallenge; 参赛作品中的城市; 及@elleboutique。如果缺少任何以上主题标签, 则不会考虑帖子为本比赛的参赛作品。

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.

如帖子提及任何色情,种族主义内容以及提倡暴力,或违反任何现行法律或涉及第三方权利,则需向网站报告,该帖子将从 ELLE BOUTIQUES 的页面或帐户中删除,则不会考虑帖子为本比赛参赛作品。

4. PRIZES AND WINNER SELECTION 奖品和选出获奖者

4.1. List of prizes 奖品清单. The prizes offered are as follows 提供的奖品如下:

- [2PCS] [ELLE Handbag], for an individual value of [1600RMB]
[2 个], [ELLE 女包], 每一份奖品的价值为 [1600 元]
- [5 Sets] [ELLE Lipsticks Set], for an individual value of [520RMB]
[5 套], [ELLE 唇膏套装], 每一份奖品的价值为 [520 元]
- [30PCS] [Campaign MUG, for an individual value of [168RMB]
[30 个], [活动马克杯], 每一份奖品的价值为 [168 元]

-...

For a total value of [10,840RMB]

总价值为[10,840 元]

Together “the Prizes” and individually “the Prize”

统称“所有奖品”,个别则称“奖品”.

Only one Prize shall be offered to one winner.

一名获胜者只能获得一个奖品。

4.2. Selection of the winners 选出获奖者. 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. 获奖者将在帖子中随机选出。第一个被抽中的参赛者将获得价值较少的奖品,最后被抽中的参赛者将获得价值较多的奖品。

4.3. Announcement of the winners 公布获奖者. Winner will be announced through the Websites' ELLE BOUTIQUE page or account. 获奖者将于网站及 ELLE BOUTIQUE 的页面或帐户上公布。

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. 获奖者将在被选中后的 30 天内通过其网站的帐户收到通知。获奖者将被要求提供他们的联络资料,但仅限用于发送奖品的用途。该联络资料将于获奖者收到奖品后删除。

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. 获奖者的帐户必须公开才能使 HFP 与他们联系。否则,获奖者将失去获得奖品的权利,奖品将被分配给其他的参赛者,进行另一次随机抽奖。

Once awarded to a winner, Prizes become nominative and cannot be transferred to anyone else. 一旦获奖者获奖,奖品将记名由该获奖者获得,则不能把奖品转让给其他人。

4.5. Potential complaint regarding the Prizes 关于奖品的潜在投诉. 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. 有关奖品的来源不会引起获奖者的任何投诉,及无论出于何种原因,也不能以任何理由交换或替换为其他据有任何价值的奖品或其据有部分/总价值相同的价物。

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. 此外,如果发生不可抗力的行为或强制的情况,例如服务中断,甚至是服务临时暂停的情况,HFP可能将部分或全部的奖品替换另一个同等价值的奖品。

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. 如获奖者拒绝奖品,或出于任何原因,获奖者不能部分或全部受益于本规则中规定的条款和条件获得奖品,他/她将失去该奖品的全部利益,及没有资格获得任何补偿或对应方。而奖品将被没收,其后HFP可自由使用,包括可将奖品授予其他参赛者。

4.6. Unclaimed Prize 无人认领的奖品. 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. 此外,在获奖者被选出后的十五天内仍无人认领的任何奖品将被视为放弃领取,HFP有权将其奖品给另一位参赛者。在首次公布获奖者后,可于4个月内领取奖品。

5. ACCEPTANCE OF THE RULES 承诺规则

By taking part in this Contest, participants accept the present rules without any reservation. 通过参加本比赛,参赛者需毫无保留地承诺现时规则。

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. 参赛者须尊重本规则的条款和条件以及适用的法律和法规,以证明参赛者履行于参与比赛的所有必要条件。

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. 任何欺诈或企图欺诈(特别是缺乏信息或有关身份核实或地址含有虚假迹象),违反现行规则或任何含有恶意意图扰乱比赛程序,皆因以上原因,参赛者将被自动取消参赛资格。

A winner having disturbed the proceedings of the Contest in any manner whatsoever shall be deprived of his right to obtain any prize. 如获奖者在比赛过程中以任何方式进行扰乱,获奖者将失去获得奖品的权利。

6. LIMITATION OF LIABILITY 责任限制

6.1. Internet functioning 互联网功能. 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 不负责互联网的正常运作。每位参赛者必须确保他/她在技术上能够将他/她所有必需的要件递交致比赛。

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. HFP 不保证(i) 比赛网站是顺利运行, 没有中断或差错, 或 (ii) 可接驳的比赛网站和/ 或链接任何第三方网站不包含电脑病毒或其他电脑程序, 则可导致他人财物或个人造成损害。

6.2. Miscellaneous 杂项.

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. 奖品延迟送达或丢失和/或在运输过程中奖品遭受损, HFP 则一概不负责。

In no case shall HFP be held liable for any kind of damage or harm arising out of the participation to the Contest. 在任何情况下,HFP 都不需因参加比赛而引起的任何损害或伤害承担任何责任。

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. 任何因不可抗力或其无法控制的事件,因此引起比赛取消,缩短,延长,延期或修改参赛条件, HFP 则不承担任何责任。

7. INTELLECTUAL PROPERTY AND RIGHT TO THE IMAGE 知识产权和图像权利

7.1. Right to the image 图像权利. 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. 参赛者同意及得悉比拍摄的照片将会移到 HFP。参赛者:(1)明确授权 HFP 在比赛背景下, 而根据本条文所定媒体的用途, 复制并代表其作的照片,(2)授权 HFP,其子公司及姊妹公司因外在或内在因素使用网站上的照片。从参赛者表示同意后的 3 年内可免享用此力。

7.2. Transfer of copyright 版权. 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. 参赛者授权 HFP 及其子公司和姊妹公司可免代表, 复制和改照片, 以便在互网和网站上使用作用广比, 期 3 年。如 HFP 希望将照片用于本文未定的其他目的, HFP 和参赛者同意行, 以便正确利。

7.3. Warranty 保. 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. 参赛者明确声明从任何从第三方得到批准, HFP 可根据本比赛或于本条文中所述的媒体或用途, 可使用, 重新制作或展示相片。上述的第三方可拥有财物, 简单地介入或完全参与, 直接或间接, 或以任何方法, 则涉及相片的创作。

7.4. Adaptation 改□. HFP can freely bring each Photograph any modification, addition, suppression deemed useful, such as headline, coloration or cropping. HFP 可以自由地□每□照片□来任何被□□有用的修改,添加,抑制,例如□□,着色或裁剪。

8. CLAIMS - JURISDICTION 索□ - 司法管□区

8.1. Claims 索赔. 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. 任何争议或索赔必须以书面形式提交,并以挂号信的形式发送给 HFP,HFP 的地址见本规则中的第 1 条。本函应准确说明参赛日期,参赛者的联系方式以及索赔的确切原因。不得考虑其他争议或索赔方式。

Any question on the application and/or interpretation of the present rules shall be decided in a discretionary manner by HFP. 关于申请及/或本规则的演释的任何问题应由 HFP 以自行的方式决定。

Any dispute or claim in relation to the Contest within 1 (one) month after the end of the Contest at the latest. 最□在比□□束后的 1 个月内提出任何有关比□的争□或索□。

9.2. Applicable law 适用法律. 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]. 本□□受[本地]法律管□。任何不由 HFP 直接□理的争□□在[国家]法院提出。

10. TRANSLATION 翻译

This [Chinese, Thai, Spanish...] translation is for reference only, the English version shall prevail. 此[中文, 泰文, 西班牙文...]翻译仅供参考, 以英文版本为准。