

TERMS AND CONDITIONS OF THE « OPEN YOUR EYES » 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 EYES” (“**the Contest**”).

2、コンテストの期間及び参加可能者

2.1 このコンテストは 2018 年 12 月 15 日から 2018 年 12 月 31 日まで、ELLE BOUTIQUE のアカウントや、インスタグラムとフェイスブックを通じて表示されます。

2.2 日本、韓国、タイ、中国、インド、マレーシア、インドネシア、米国、メキシコ、コロンビア、チリ、ペルーに住むすべての成人を対象としており、商品の購入義務はありません。HFP 関連社員およびコンテストの関係者、またそれらの家族は参加できません。

また未成年者は参加できません。

3、参加方法

このコンテストに参加するには、参加者は、ハッシュタグ #eyecitychallenge とタグ @elleboutique と一緒に “Open your eyes in your city” というトピックの写真または動画を投稿します。タグ付けがないと応募できません。
ポルノ、人種差別、暴力擁護などの、法を犯す投稿や、第三者の権利を侵す投稿などは ELLE BOUTIQUE から削除され、コンテストに応募できません。

4、商品および入賞者の選択

4.1 下記の商品が提供されます。

- 10 名様 ELLE café アユール青汁とティーボトルセット (4,000 円相当)
- 10 名様 ELLE salon シャンプー、トリートメント、ヘヤーオイル (10,500 円相当)
- 5 名様 ELLE 財布 (10,000 円相当)

合計 245,000 円相当。

入賞者には賞品が発送されます。

4.2 入賞者は投稿の中からランダムに選ばれます。相当金額の低い順に選ばれます。

4.3 入賞者は、ELLE BOUTIQUE のホームページで発表されます。入賞者は、選ばれてから 30 日以内にウェブサイトを通じて連絡されます。入賞者は賞品の発送のためのコンタクトの詳細を要求されます。そのコンタクトの詳細は賞品を受け取ったら削除されます。入賞者のアカウントは HFP がコンタクトするために知らされます。そうしない場合は、賞品を受け取る権利を失い、他の方が入賞となります。入賞者は賞品を受け取ると、その商品は他人に譲渡できません。

4.4 入賞者からのクレームは受け付けません。いかなる賞品の取り換えにも応じることはできません。

HFP は、諸事情により、賞品を変えることがあります。

もし入賞者がいかなる理由にて賞品を拒んでも、その賞品の価値分を交換することはできません。その場合入賞者はその利益を失うだけでいかなる償いもうけられません。賞品は失効し、他の参加者にあてがわれます。

4.6 入賞者決定後 15 日以降、未請求の賞品は失効します。HFP は自由に他の入賞者へお渡しします。賞品は入賞者へのアナウンス後 4 か月間有効です。

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 Japanese law. Any dispute that would not be dealt directly by HFP shall be introduced before the Courts of **JAPAN**.

10. TRANSLATION

This **Japanese** translation is made for information purposes only and the English version shall prevail.

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