

<p style="text-align: center;"><b>REGULATIONS OF THE "TAQUIN BY JEAN PAUL GAULTIER" CONTEST</b></p>
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**1 - COMPANY ORGANISING THE "TAQUIN BY JEAN PAUL GAULTIER" CONTEST**

The company BEAUTE PRESTIGE INTERNATIONAL SAS, a French simplified joint stock company with capital of €17,760,000 and registered office at 28-32 avenue Victor Hugo 75116 Paris (France), registered under number 379 445 984 in the Paris Trade and Companies Register (hereinafter "BPI") is organising, from 19th September 2013 to 24th July 2014 included, a free contest with no obligation to purchase accessible from the [www.jeanpaulgaultier.com](http://www.jeanpaulgaultier.com) website, via one's validated personal Facebook account (hereinafter the "Contest").

The Contest is in no manner sponsored, endorsed, supported, managed, administered, validated or approved by the company FACEBOOK INC., publisher of the Facebook website.

The Organising Company shall not under any circumstances bear any liability as a result of decisions taken by Facebook in connection with the Contest.

**2 - TERMS AND CONDITIONS OF PARTICIPATION IN THE "TAQUIN BY JEAN PAUL GAULTIER" CONTEST**

**2.1 Acceptance of these regulations**

Participation in the Contest implies full and complete acceptance of the provisions of these regulations in their entirety. Anyone unwilling to accept all or part of these regulations should not enter this Contest.

BPI shall reject any entrant not fully complying with the regulations. In addition, any inaccurate or false declaration or fraud will result in the automatic and definitive disqualification of the entrant.

Any dispute relating to the application or interpretation of these regulations shall be decided exclusively and finally by BPI. In addition, any complaint relating to the Contest will not be taken into account after a period of 30 (thirty) days has elapsed from the end of the Contest.

These regulations may be amended at any time by BPI. Any amendment shall be integrated in an additional clause.

In any event, BPI reserves at any time, as of right, without notice and without having to justify it to entrants, the right to modify, extend, curtail or cancel the Contest, notably in the event of the occurrence of fraud or malfunction in any form whatsoever, in connection with participation in the Contest or the determination of winners. Such decision may not be challenged by entrants, who shall have no right to compensation of any kind.

BPI reserves the right not to award prizes to fraudsters and/or to take action against them before the appropriate court. Fraud shall give rise to the immediate disqualification of the entrant concerned.

## **2.2 Access to the "TAQUIN BY JEAN PAUL GAULTIER" Contest**

The Contest is available to any entrant who meets the conditions set out in this article 2.2. Entry to the Contest is only possible by following the steps described below.

Participation in the Contest is open to any individual without limitation of territory, (excluding residents of Italy and Italian immigrants, and those of any other country in which this operation may be forbidden or regulated) subject to their having access to the internet and a valid Facebook account so as to be able to connect to Facebook using their personal identity via Facebook Connect (hereinafter the "Entrant(s)").

In the absence of territorial limitation, subject to the above reservations, each Entrant declares and warrants to BPI that they have all authorisations and approvals (particularly national) allowing them to participate freely in a contest on the Internet (particularly via Facebook) and exempts BPI from any liability in this respect.

In particular, BPI shall not be liable in any manner whatsoever in the event that entrants use measures allowing them to circumvent prohibitions or restrictions on access to the Internet in certain countries.

Minors must obtain the prior consent of their parent or guardian before entering the Contest. BPI may request proof of consent of the said minor's parent or guardian, particularly for the award of prizes. In the absence of such proof, the award shall be regarded as invalid.

During participation in the Contest, some personal data will be passed to BPI, under the conditions stipulated in article 9 below.

No entry/participation by telephone, fax, post, email or other means can be taken into account: entry to the Contest may only be made through the [www.jeanpaulgaultier.com](http://www.jeanpaulgaultier.com) website via connection with the Entrant's Facebook account.

Participation in the Contest is strictly forbidden for employees of BPI, its subsidiaries and affiliated companies, the agency organising the Contest (employees and executives), their commercial partners and service providers, along with members of their family (spouses, siblings or relatives living under the same roof).

Participation in the Contest is nominative and strictly personal. Each entrant is prohibited from participating under a name other than his/her own or on behalf of any third party whatsoever.

BPI will reject entries which do not comply, i.e. those which are incomplete, illegible or containing information which is incompatible with participation in the Contest, submitted after the closing date stated below or in any other form than that provided for herein.

The Contest will close on 24<sup>th</sup> of July at midnight (GMT +1).

## **3 – CONDUCT OF THE "TAQUIN BY JEAN PAUL GAULTIER" CONTEST**

### **3.1 Contest Mechanism**

Between 19 September 2013 at 10am and 24 July 2014 at 11:59 PM, entrants must enter as follows:

- Have a Facebook account
- Locate the [www.jeanpaulgaultier.com](http://www.jeanpaulgaultier.com) website (hereinafter "the Website")
- Locate the "Taquin" Contest section
- Login to Facebook via Facebook Connect
- Create a 3-letter player name
- Accept the rules of the Contest
- Click the "play" button
- A picture consisting of jumbled-up boxes will appear on the screen. The Entrant must reconstruct the picture as quickly as possible.

The winner will be the Entrant who has restored the picture as quickly as possible and who has the highest score.

This classification will be halted as specified every 3 months, it's to say on 25 October 2013 at 11:59 PM, January 25, 2013 at 11:59 PM, 25 April 2014 at 11:59 PM, and for the last time on 25 July 2014 at 11:59 PM, etc.

For each classification, the entrant who realized the best score will be given the dotation said article 5.1 of these regulation, it's to say 4 winners globally for the whole game.

Throughout the Contest, a scoreboard will appear at showing the top 100 scores.

### **3.2 General entry regulations**

All entries must be fair: it is strictly prohibited to modify or attempt to modify the organisation of the Contest by any means whatsoever, particularly in order to change the results.

BPI undertakes to ensure equal chances for all entrants in the Contest.

BPI expressly reserves the right to curtail, extend, suspend, interrupt or cancel the Contest for any reason whatsoever; and entrants may not claim any compensation of any kind.

### **4 - EXCLUSION OF BPI's LIABILITY**

Participation in the Contest is at the sole responsibility of the Entrant.

Thus, BPI shall bear no liability in relation to the functioning or malfunctioning of the Contest, in particular in the event of an incident of any kind and from any source whatsoever, which may for example, affect accessibility of the Facebook or the JEAN PAUL GAULTIER websites, which makes it impossible to participate in the Contest.

The decisions of the Jury shall be final. No appeals shall be admissible in this respect.

In addition, BPI may not be held liable for contamination by any virus or any damage caused to the entrant's computer equipment resulting from browsing the Internet. It is the

responsibility of each entrant to take precautions to protect their personal data and computer equipment against any attempted intrusion or virus.

The winners undertake to provide BPI with their precise and up-to-date mailing details. In addition, BPI shall not be liable in the event that packages are damaged in transit. In general, BPI will not be responsible for the proper delivery of consignments to winners' home addresses, and the latter expressly recognise this.

Each winner shall be responsible for any costs, particular customs duties and any duties and taxes which may be applicable under the national laws of the state in which they reside.

## **5 – PRIZES AWARDED IN THE "TAQUIN BY JEAN PAUL GAULTIER" CONTEST**

### **5.1 Description of prizes**

Prizes are as follows:

- Four 50 ml bottles of JEAN PAUL GAULTIER CLASSIQUE eau de toilette with a unit retail value of €66 or 75 ml bottles of JEAN PAUL GAULTIER LE MALE with a unit retail value of €55, i.e. one fragrance per winner.

The value above is that currently observed in France or estimated at the time of drafting of the regulations. It is stated for information only and is subject to variation, particularly in relation to the country where it is on sale

These prizes shall not give rise to any dispute whatsoever, or to a monetary conversion. BPI will refuse any exchange of all or part of a prize against any object of any nature whatsoever.

It is expressly stipulated that in the event of force majeure or the event of unavailability of a prize for reasons outside its control, BPI may validly replace the prizes announced in these regulations with prizes of equivalent value.

In general, BPI will not be responsible for the transport of the prizes to the winners' home, which these latest recognize. The winners are engaged to communicate BPI their exact and updated address details. BPI will not be responsible in case the prize is damaged in the transportation.

Each winner will be in charge of fees, especially customs fees and other fees and tax that will be applied in the national legislation in the Country they live.

### **5.2 Announcement of winners**

The Entrant who has achieved the highest score shall be declared the winner on the following dates:

- 25 October 2013 from Entrants who have entered the contest no later than 24 October at 11:59 PM
- 25 January 2014 from Entrants who have entered the contest no later than 24 January at 11:59 PM
- 25 April 2014 from Entrants who have entered the contest no later than 24 April at 11:59 PM
- 25 July 2014 from Entrants who have entered the contest no later than 24 July at 11:59 PM

In the event that more than one Entrant achieves the same highest score, the first of them to have achieved the highest score shall be the winner.

The Winner shall be informed within one month from the end of the contest by email (to the address they used for entering the contest) which will state in particular that they have won the prize.

The winner is requested to reply to the email notifying their win within a maximum of five days from notification of their win by email, providing their complete details, including particularly their name, forename and postal address to which the prize may be sent.

In the absence of a reply from the winner within the prescribed date or in the event of waiver by the winner of the prize, or more generally if the winner cannot or does not wish to receive the prize for any reason whatsoever, the winner shall lose all benefit of its win and may not claim any compensation or other payment:

- In the event that more than one Entrant achieves the same highest score, the first of them to have achieved the highest score shall be the winner.
- In the event that the Entrant achieving the highest score is the only one to have achieved the highest score, the winner shall be the Entrant who has achieved the second highest score.
- In the event that more than one Entrant achieves the same second highest score, the first of them to have achieved the second highest score shall be the winner.

The procedure described below shall then apply to the new winner.

BPI reserves the right to carry out checks relating to the identity and residence of winners following the draw. BPI may also demand production of documentary evidence (telephone bill, electricity bill, etc.)

Entrants expressly accept that any false information relating to their identity and/or their residence will automatically result in their entry being declared null and void and ineligibility to receive any prizes won.

### **5.3 Delivery of prizes**

BPI shall inform winners personally, by email, of the procedure for collection or dispatch of prizes, at the same time as confirmation of their win within 7 (seven) business days following the announcement of winners.

The email address shall be that stated on the completed form.

BPI will particularly request winners to supply it by email with all necessary items of identification (particularly their contact details including a postal address).

In the absence of a response by email (info@kassius.fr) within 5 (five) working days following notification of the win, the unattributed prizes will remain the property of BPI.

In addition, it is specifically stipulated that BPI shall be under no liability in the event that the prize cannot be sent to winners as a result of the malfunction of an email address. Entrants must check that the address is correct, as BPI is not in a position to check it.

Only one prize will be awarded by BPI to each winner (same name, same Facebook account and same email address).

By accepting their prize, winners authorise BPI to use certain personal information (name, forename, town of residence) for promotion of the Contest, but such use shall not give rise to any right to any compensation apart from the prize awarded to the Entrant. Winners also authorise BPI to use their names on any medium (paper, television, radio or Internet) and any means of communication relating to the Contest for a period limited to one (1) year from first broadcast.

## **6. COSTS OF PARTICIPATION**

Participation in the Contest is not conditional on any purchase from BPI.

Entrants must, however have the equipment necessary for them to access the Internet and be subscribers to an Internet connection or have free access thereto. Such participation is at the sole cost of Entrants.

## **7 - FILING OF REGULATIONS**

These Contest regulations have been filed with SCPJEZEQUEL-PINHEIRO-GRUEL, Court Bailiffs in Partnership, 44, rue Poliveau 75005 PARIS.

They may also be consulted online and printed on the [www.jeanpaulgaultier.com](http://www.jeanpaulgaultier.com) website.

The Regulations will also be sent, free of charge, to any person making a written request before the end of the Contest, to:

BEAUTE PRESTIGE INTERNATIONAL  
Service Communication Jean Paul Gaultier  
28-32 avenue Victor Hugo  
75116 Paris  
France

Reimbursement of the cost of postage relating to this application will be made at the current French second class postage rate.

No oral request relating to the contest will be replied to.

## **8 - PROOF**

Except in the event of proven malfunction, the information contained in the BPI computer system, particularly that relating to data concerning entrants in the Contest, shall be deemed to have probative force in the event of any dispute or litigation in relation to the Contest.

Entrants hereby waive any right to challenge the validity or admissibility of electronic information collected by BPI in organising the Contest.

## **9 - APPLICABLE LAW**

Except as otherwise specifically required by applicable law, the organisation of the Contest and participation in it are governed by French legislation applicable to games and competitions.

If one or more provisions of these regulations are declared void or unenforceable, the remaining provisions shall remain in full force and effect.

Except as otherwise required by law, any dispute relating to the Contest and to these regulations shall fall within the exclusive jurisdiction of the Paris regional Court [Tribunal de grande instance de Paris].

## **10 - FREEDOM OF INFORMATION**

The personal data collected by BPI concerning entrants in the Contest are collected and processed in accordance with the French Data Protection Act No. 78-17 of 6 January 1978 as amended by the Act No. 2004-801 of 6 August 2004.

The personal data collected during participation in the Contest is that which may be recorded by Entrants in their FACEBOOK account, i.e., as applicable, name, forename, profile photograph, sex, date of birth, town of residence, list of friends and any other information made public voluntarily by Entrants.

This personal information will be used by BPI exclusively for the purposes of organisation and promotion of the Contest, and promoting JEAN PAUL GAULTIER products. Such data shall not be communicated to third parties or used for other purposes without the express consent of entrants.

The Entrant also acknowledges that he/she has been informed of the General Conditions of Use and the privacy policy of the FACEBOOK website, which may be consulted directly on said site. BPI accepts no liability for either the content or use of the FACEBOOK website.

All Entrants in the Contest, and, if they are minors, their legal representatives, upon proof of identity, are entitled in application of article 40 of the said Act, to request that personal data relating to them which is inaccurate, incomplete, ambiguous or out of date is, as appropriate, rectified, completed, updated, secured or erased.

Under these regulations, and in accordance with the provisions of article 32 of the Data Protection Act, entrants are informed that personal data concerning them may be communicated to commercial partners of BPI, unless they object, free of charge, to such communication.

Any request for access to, rectification or objection must be addressed in writing, with the applicant's details and a copy of an identity document to:

BEAUTE PRESTIGE INTERNATIONAL  
Service Communication Jean Paul Gaultier Parfums  
28-32 avenue Victor Hugo  
75116 Paris  
France

## **11 – FORCE MAJEURE**

BPI shall not be held liable if, for any reason beyond its control and/or in the event of force majeure as understood in classic French case law (i.e. any event that is external, unforeseeable and beyond the control of the party relying on it), the contest must be curtailed, modified, postponed or cancelled. In such an event no compensation of any nature whatsoever shall be payable to Entrants.

Generally, BPI reserves the right, at any time, as of right and without notice, to interrupt the contest, or to extend, curtail, modify or cancel it, if circumstances so require. In this event, BPI shall be under no liability whatsoever and Entrants may not claim any compensation of any kind.

## **12- REIMBURSEMENT**

Fees engaged by the Entrants can be reimbursed on written demand to : BEAUTE PRESTIGE INTERNATIONAL Service communication Jean Paul Gaultier, 28-32, avenue Victor Hugo 75116 PARIS.

Each reimbursement demand has to be sent in 15 (fifteen) days following the participation and should have from the reimbursement demand or as soon as available the documents and information of the entrant :

- name, surname, postal address and email address with which he played
- a copy of his identity card
- a copy of the invoice of the phone dealer detailing the cost and lasting of connexion for his participation of the game. This copy will be proof of domiciliation paper
- a BAD

The amount of the reimbursement will correspond to eventual internet connexion fees for the inscription of the Game, the participation and the consult of the result since the residency territory will has to be justified on presentation of the dealer invoice and for a lasting that cannot be more than 5 minutes per participation, it's to say a reimbursement of :  $0,05\text{€}/\text{minute} \times 5 = 0,25\text{€TTC}$  per participation of the game on presentation of the justification.

The stamp fees linked to this demand can be reimbursed on demand by a transfer (slow fee). There will be one reimbursement per home and per stamp (same name, same address) for the whole game.

The stamp fees linked to the regulation can be reimbursed on demand by a transfer (slow fee). There will be one reimbursement per home and per stamp (same name, same address) for the whole game.

Each reimbursement demand will not be taken into account if it's from the entrant of the game himself.

However, some internet access dealer offer a free connexion to the web users, it's specified that each access to the website from a free base (ADSL, cable or specialized liaison) will not give right to a reimbursement as long as the membership to the access dealer is contracted by the web user for his us of Internet in general and that the fact to connect to the site and participate to the game for the participant does not give him any additional fees.

## **13- INTELLECTUAL PROPERTY**

The elements of the Contest are the exclusive property of BPI and its successors in title.



Pursuant to the provisions of Books I and III of the French Code of Intellectual Property, any act of reproduction or representation of the elements comprising the Contest, in whole or in part, without the prior express consent of BPI is prohibited and shall give rise to proceedings before the competent courts.

“Facebook” is a registered trademark of the company FACEBOOK INC.