

CONTEST RULES
DROP YOUR SOUND

Thank you for your interest in this Game organized by PRESTIGE ET COLLECTIONS INTERNATIONAL, a French “Société en nom collectif” with a share capital of €75 870, having its head office located at 16 place Vendôme, 75001 Paris, France, registered before the Paris RCS [Trade and Companies Register] under the number 334 171 113, acting for its brand “DIESEL” (hereinafter the “Organizer”, “Organizing Company” or “we” or “us”).

This game (hereinafter the “Game”) is available on the web application accessible at the following address: <https://shareyoursoundbydiesel.diesel-fragrances.com/> (hereinafter the “Platform”).

Please read these Rules carefully, which govern your participation in the Game. By participating in the Game, you unconditionally accept and agree to these Rules and the Platform terms of use, which are accessible directly via the Platform.

These Rules shall be available on the [Platform](#) throughout the Duration of the Game. These Rules will also be sent by post free of charge to any person upon request to the Organizer during the Duration of the Game at the following address: contact@shareyoursoundbydiesel.diesel-fragrances.com.

ARTICLE 1: DURATION AND GEOGRAPHICAL SCOPE OF THE GAME

The Game shall take place from June 14, 2021 starting at 12.01 am Paris Time to July 22, 2021 ending at 11:59 pm Paris Time (hereinafter the “Duration of the Game”).

The Game shall be open exclusively to such individuals as may be referred to under Article 2.1 of these Rules.

ARTICLE 2: TERMS OF PARTICIPATION

2.1. PARTICIPATION REQUIREMENTS

2.1.1 ELIGIBILITY REQUIREMENTS

Participation to the Game shall entirely free of charge and without any purchase obligation.

The Game shall be open worldwide (except in China and Russia) and only to such individuals who have reached the age of majority on the start date of the Game in their respective countries. The Organizer may require a copy of your ID.

Only one participation per person shall be authorized (same last name and first name, same e-mail address and same Instagram account).

The following shall not be authorized to participate: (i) any members of the Organizer’s Staff; and (ii) anyone who may have contributed to the organization of the Game and their respective families (*i.e.*, members of a single household for tax purposes). For this purpose, you may be required to provide an ID.

Participation in the Game shall take place exclusively via the Platform.

It is hereby expressly specified that any such persons as may appear in any content posted by the participants to the Game (hereinafter the “Participants”) via the Platform shall not qualify as participants.

In addition, your registration shall not be considered if you do not meet the eligibility requirements set forth under this article. You hereby agree to fill out the registration form in good faith, with the understanding that any inaccurate or incomplete registration shall not be considered. You hereby agree that any such data as you may

submit to us and as may be stored in our IT systems is accurate and shall be valid proof of your identity. Please inform us of any applicable modification to such data.

2.1.2. VOTERS' ELIGIBILITY REQUIREMENTS

Any Platform users taking part to the vote shall hereinafter be referred to as "**Voters**". It is hereby expressly specified that Voters shall not qualify as Participants in the Game.

From July 12, 2021 starting at 12.00 pm Paris Time to July 22, 2021 ending at 11:59 pm Paris Time, Voters may access the contents posted on the Platform and nominate their favourite candidate through a voting process as explained in Article 2.2.3.

2.2. GAMEPLAY

To play this Game, the Participant is asked to upload his/her original freestyle about bravery on the Platform.

2.2.1. STEP 1: UPLOAD YOUR 1MN PERFORMANCE ON THE PLATFORM

In order to participate, the Participant shall follow the following steps:

- 1) Go to the Platform (on mobile only);
- 2) On the homepage of the Platform, click on the "Record" button;
- 3) Authorize the access to your camera and microphone;
- 4) The soundtrack automatically starts playing on the Platform. You can click or pause the soundtrack;
- 5) Record your one-minute maximum original freestyle about your vision of bravery, in selfie mode or not;
- 6) Once recorded, edit and personalize your freestyle by adding special visual filters made available on the Platform;
- 7) Submit your performance (hereinafter the "**Performance**") by filling out the registration form and enter your last name, first name, e-mail address, country (mandatory fields). You can also fill out the optional fields to share more information about you (e.g. stage name, social media account(s), previous creations).
- 8) Each Performance is subject to moderation by the Organizer: only Performances which are related to "bravery" and which respect the provisions of Article 3.3. of these Rules will be accepted.
- 9) Once your Performance is accepted, you will receive confirmation by email as well as a link to upload your Performance. You can share your Performance on your own social media account. Remember that by sharing on social media, you are bound by the applicable social media's terms and conditions.

2.2.2. STEP 2: SELECTION OF THE TEN FINALISTS

A jury comprised of members of the Organizer's staff (hereinafter the "**Jury**") will designate the ten (10) finalists (hereinafter the "**Finalists**") from among the Participants having posted their Performance via the Platform, impartially and based on the following criteria:

- Creativity;
- Personality;
- Sharing the spirit and values of the Brand;
- Quality of the flow, the lyrics and the message.

The selection of the Finalists will take place from June 28, 2021 to July 5, 2021 and the Finalists will be announced in a post/story on the Organizer's Instagram account (@diesel fragrances) and on the Platform on July 5, 2021.

2.2.3. STEP 3: CREATION OF THE TEN FINALISTS PROFILE PAGES AND PUBLIC VOTE

Once selected, the Platform will host a gallery presenting the Finalists as a "wall of fame" from July 12, 2021 to July 22, 2021. Each Finalist will have a dedicated profile page on the Platform (the "**Finalists Profile Pages**") which will display the following contents (hereinafter the "**Finalists Contents**"):

- One "documentary-like" interview: the Finalist shall film her/himself answering a kit of questions communicated by the Organizer about bravery and if she/he wants to, provide the Organizer with existing footages from her/his music experience before July 7, 2021, that Organizer will be allowed to use at its

sole discretion in order to create a “documentary-like” interview presenting her/him (hereinafter the “**Interview Video**”);

- One video created by the Finalist filming her/himself inviting her/his community to vote for her/him to be send to the Organizer before July 7, 2021 (hereinafter the “**Vote Video**”);
- One screenshot of the Finalist’s Performance (hereinafter the “**Portrait**”);
- The video of the Performance as submitted;
- The “motto” of the Finalist (hereinafter the “**Motto**”);
- The name of the Finalist;
- A link redirecting to the Finalist own social media account(s) (to be mutually agreed between the Finalists and the Organizer).

From July 12, 2021 to July 22, 2021, Voters may access the Finalists Profile Pages on the Platform and vote for their favourite Finalist. One vote is authorized per day and per Voter.

2.2.4. STEP 4: SELECTION OF THE WINNER(S)

The Winner will be the Finalist who will have obtained the most votes. The Winner shall be designated under the supervision of the bailiff as identified under Article 9. The Organizer reserves the right to designate up to three additional Winner(s) through the Jury at its sole discretion, impartially and based on such criteria as detailed in Article 2.2.2. (hereinafter the “**Winner(s)**”).

In the event that, on the closing date of the vote, the Finalists have an equal number of votes, the Organizer reserves the right to designate the Winner through the Jury. Said Jury shall designate the Winner impartially and based on such criteria as detailed in Article 2.2.2.

3.3. GENERAL PROVISIONS

Participation in the Game shall be solely via the Platform as per the instructions set forth under these Rules. If you have any questions, please contact us at the following address: contact@shareyoursoundbydiesel.diesel-fragrances.com.

Any attempted fraud shall immediately entail the relevant Participant’s disqualification. Participants shall generally abstain from using any such participation method as may not be in compliance with these Rules. Authorized participation in the Game may be verified via the different technical means available to the Organizer.

The Participants or any third party shall not, via any process whatsoever, modify or attempt to modify the proposed Gaming devices, including for the purpose of influencing the results, using any automated or unfair means, or the validity of the Winner(s)’ designation, or of facilitating an increase in a Finalist’s number of votes via any illegal process. Prizes shall not be awarded to the perpetrator or beneficiary of any fraud or other unfair process.

In the event of any suspected fraud and/or unfair participation, the Organizer reserves the right to conduct any such verifications as it may deem necessary. Any established fraud or unfair action shall entail the Participant’s immediate and final disqualification, without prior notice.

Generally, each Participant shall not post any such Performance and/or Finalist’s Contents as may (i) be detrimental, threatening, illegal, defamatory, unauthorised, abusive, injurious, malevolent, incite violence or racial, religious or ethnic hatred, vulgar, obscene, breach anyone’s privacy or image; (ii) allow the identification of any person, including by disclosing their address or telephone number or breaching their privacy or physical or moral integrity; (iii) be detrimental to the owners of any rights in any trademark, text, photographs, images or video, etc.; (iv) breach the general terms of use of the Platform or, without limitation, qualify as gross indecency or incitement to commit certain crimes or offences.

Likewise, any Performance and/or Finalist’s Content showing anyone entirely or partly in the nude shall not be authorized.

All third parties appearing in the Performance and/or Finalists Contents must have reached the age of majority in their respective country and before third parties appear in the Performance and/or Finalists Contents, the Finalists will have to ensure to have obtained the consent of the aforementioned third parties.

Performances and/or Finalist's Contents shall be subject to moderation and control in the Organizer's discretion.

Only Performances and Finalist's Contents meeting the requirements described under this Article may be accepted by the Organizer and considered.

The Organizer expressly reserves the right to deny participation to anyone whose Performance and/or Finalist's Contents may breach said requirements.

In addition, the Organizer expressly reserves the right to deny participation to anyone whose association with the Organizer may directly or indirectly harm in any manner whatsoever the Organizer and/or the L'Oréal Group's image or reputation.

Any given Participant shall not be designated more than once as Winner throughout the Duration of the Game.

ARTICLE 4: REVEAL OF THE WINNER(S) AND PRIZES

4.1 REVEAL OF THE WINNER(S)

The Winner(s) shall be notified of the award of their Prizes (defined under Article 4.2 below) by email sent to the address indicated upon registration, before July 23, 2021.

The Winner(s) will also be announced in a post/story on the Organizer's Instagram account (@dieselfragrances) and on the Platform.

4.2 PRIZES

Each Winner shall be awarded the following Prize:

- One recording session in a recording studio in Paris or in London (at the Organizer's discretion) selected by the Organizer, to produce a single. The costs of production and post-production of this single are paid by the Organizer, as well as the travel from and to the place of residency and a standard hotel room in a hotel in Paris or London for each Winner. The date of the recording session is chosen by the Organizer at its sole discretion and if a Winner is not available at this date and/or is not able to come in Paris or London for this recording session, the Prize will be considered lost and the Winner will not be rewarded.

All items that are not detailed above shall be payable by the Winner(s).

Each Prize shall be personal and may not be awarded to any person other than the Winner(s) or exchanged for cash value.

We shall not be required to award the Prize if the Winner(s) (i) did not correctly enter their contact information upon registration; or (ii) failed to comply with these Rules.

4.3. HIT WALLS

After the Winner(s) are revealed, the Platform will host the hub where the community will discover the Winner(s) hits and follow up on their journey.

Each Winner will have a dedicated profile page on the Platform (the "**Winner(s) Profile Pages**") which will display the following contents (hereinafter the "**Winner(s) Contents**"):

- Portraits: a photograph of the Winner with her/his name;
- Photos and videos of the Winner's recording sessions;
- Lyrics music videos;

- Cover album of the single.

ARTICLE 5: CONTENTS AND PUBLICITY RIGHTS

As a Participant in the Game, you hereby expressly authorise us, free of charge, to: reproduce, display, modify, adapt (including any translation), transfer and distribute the Performance, the Finalist's Contents, the Winner's Contents and any other content created in connection with the Game (hereinafter the "**Contents**") for the L'ORÉAL Group in-house or external, corporate or financial communication purposes (including the L'Oréal Group's and/or its French and foreign subsidiaries' annual report or activity reports), promotional and advertising purposes in relation to the products and/or the brand Diesel, and for any public relations purposes, historical or archival purposes, including via the following media (hereinafter the "**Media**"):

DIGITAL

Organizer (and any authorized third party)'s websites (internet, intranet, extranet), social networks, e-commerce, CRM, e-mails, cooperative advertising, newsletters, online catalogues, online training materials, mobile/tablet apps, text transmissions (SMS, MMS), in-game advertisements, advergames, any online advertising (including online video ads, banner ads, key words advertising, augmented reality ads, shopping ad formats).

AUDIOVISUAL

Television (including billboards/sponsoring) by any and all means of exploitation/broadcast, whatever the standard of transmission, on fixed or mobile devices, free of charge or by subscription or by service on demand (including VOD, replay, sponsorship) including cooperative advertising; **Cinema; Radio.**

PRESS

Any and all forms of press including **printed** and **digital** press, professional press or general public press, whether free of charge or paying, such as newspapers, periodicals, magazines.

PUBLIC AND PRESS RELATIONS

Any and all forms of public and press relations materials (printed or digital) such as press kits, press releases, non-advertising articles, materials used in events, samples.

OUTDOOR ADVERTISING (OOH)

Any and all forms of outdoor display (**printed** and **digital**) in public places such as billboards, airport advertising, urban furniture/kiosks, campus ads, bus shelters, metro ads, taxi ads, elevator ads.

POINT OF SALE (POS)

Any and all forms of materials (**printed** and **digital**) located in points of sales such as posters, shelf/presentation display, boxes, podiums, aisles, digital display, coverings, virtual try-on, virtual testers.

PACKAGING

Any and all forms of packaging such as primary and secondary packaging, coffrets, boxes, kits, sleeves, inner instruction guides.

EDITION

Any and all other printed materials such as brochures, catalogues, sample cards, leaflets, postcards, promotional bags, sales/trade materials, training materials, cooperative advertising, gifts with purchase.

This authorization shall include the possibility for the Organizer to modify, add and delete parts of your Contents and make any adaptation provided that it does not substantially alter them.

This authorization is hereby granted free of charge, as from the initial broadcast of your Contents via the Platform, throughout the world, without any limitation in number and possibly by extracts, and for all types of Media for a five (5)-year term as from the initial broadcast to the public.

You understand that the communication materials reproducing the Contents may be difficult to remove from the Organizer and/or L'Oréal Group's social media channels and sharing websites (such as Facebook, Instagram, Pinterest, Tumblr, YouTube etc.), and you agree that such materials reproducing the Contents may remain hereof on social media channels and sharing websites as they were originally posted provided that after the right usage term, the Organizer shall not repost or authorize others to repost.

You hereby expressly represent that the Contents are free and clear of any encumbrances and third party rights, security interests, claims, demands, restrictions or further liability or obligations. You represent and warrant that the Contents are original works and are neither intellectual property counterfeits, nor breaching a third party's right and do not infringe any applicable law or regulation. Hence, you guarantee that Organizer will be able to peacefully enjoy its rights to use the Contents.

ARTICLE 6: PERSONAL DATA

All personal data collected in connection with the Game shall be processed by the Organizer and, as the case may be, by its duly authorized sponsors, for the purpose of the participation in the Game.

For any further information on the processing of your personal data, please look at our privacy policy [here](#).

ARTICLE 7: LIABILITY

The Organizer shall be liable for the delivery of the Prizes actually and validly won, as well as the collection of the personal data as per Article 6.

It is hereby expressly specified that the Internet is not a secure network. The Organizer shall not be held liable for any inconvenience or damage that may relate to the use of the Internet, including, without limitation:

- Poor transmission and/or reception of any data and/or information via the Internet;
- Any defaulting reception equipment or communication networks; and
- Any such Internet malfunction as may hinder the proper operation of the Game.

The Organizer shall use its best efforts to enable access to the Game via the Platform at all times. However, the Organizer may from time to time, particularly for technical, update or maintenance purposes, interrupt access to the Platform and the Game contained therein. The Organizer shall not be held liable for any such interruptions or any consequences thereof.

The Organizer shall not be held liable in case of force majeure or unpredictable events beyond its control caused by a third-party. Further, the Organizer shall not be held liable for any consequences affecting your Participation in the Game if any information provided by you is incorrect, inaccurate or incomplete and, in any event, the Organizer shall not be held liable for any indirect damage related to your participation in the Game, including, without limitation, any loss of profit, revenue or goodwill.

In addition, only one Prize per Winner shall be awarded in the event that a computer bug should cause an error and the delivery of several "winner" messages to one single recipient.

In the event that a default in the system for determining Winner(s) should occur and result in the designation of an excessive number of Winner(s), the Organizer shall not be liable to all of the Participants in excess of the total number of Prizes indicated in these Rules and advertising. In the event of such a default, the Organizer may decide to declare the Winner's determination process invalid and cancel the Game and, at its option, to organize the Game again at a later period. The Organizer reserves the right, however, not to cancel the Game and to award any Prizes validly won if the determination of the effective Winner(s) is technically feasible under fair conditions for all Participants.

Should exceptional circumstances so require, the Organizer reserves the right to postpone, shorten, extend, modify, cancel or suspend the Game. In such case, we shall inform you promptly via the Platform. Any change shall be reflected into these Rules and filed with a bailiff as identified under Article 9.

In addition, due to the current sanitary context, the Organizer may have to postpone or modify the modalities and conditions of realization of the Prize, without being held liable in such case.

ARTICLE 8: AMENDMENT TO THE RULES

We may amend these Rules, particularly as may be required for purposes of compliance with any new applicable legislation and/or regulation.

Any amendment shall be reflected into these Rules, notified via the Platform and filed with a bailiff as identified under Article 9.

ARTICLE 9: FILING OF, AND ACCESS TO, THE RULES

The complete Rules shall be filed with Jacky KRIEF, bailiff, whose office SCP KRIEF ET HOBA is located at 28 rue Palloy, 92110 Clichy (France).

These Rules may be accessed via the Platform throughout the Duration of the Game, or sent free of charge upon request at the following address: contact@shareyoursoundbydiesel.diesel-fragrances.com.

ARTICLE 10: GOVERNING LAW AND JURISDICTION

These Rules shall be governed by French law.

In the event of any dispute or claim, for any reason whatsoever, applications shall be sent to the Organizer within two (2) months following the closing date of the Game (as evidenced by the postmark) at the address below:

contact@shareyoursoundbydiesel.diesel-fragrances.com.

Any dispute that may arise connection with this Game shall be referred to the French courts of competent jurisdiction.
