

**TERMS OF USE OF THE WEB APP  
‘SHARE YOUR SOUND’  
Effective as of June 14<sup>th</sup> 2021**

Welcome on DIESEL FRAGRANCES “SHARE YOUR SOUND” web application (hereinafter the “**Web App**”).

Please read carefully these Terms of Use which govern the use of this Web App (hereinafter the “**Terms of Use**”). By using this Web App, you agree to these Terms of Use without reserve.

**In addition, please be informed that whether you are a participant or a voter, you shall comply with the Rules of the Contest**, available [here](#).

For any request relating to your use of the Web App, you may contact Us at the following address: fragrancesdiesel@gmail.com

**LEGAL NOTICE**

Web App URL: <https://shareyoursoundbydiesel.diesel-fragrances.com/>

Contact: E-mail: [fragrancesdiesel@gmail.com](mailto:fragrancesdiesel@gmail.com)

Director of Publication: Guillaume de Lesquen

**Publisher: Prestige et Collections International**, *société en nom collectif*, with capital of EUR 77.995 having its registered offices at 16 Place Vendome, Paris (75001), France, registered with the Paris Registry of Trade and Companies under number 334 171 113 acting in the name and on behalf of its brand DIESEL FRAGRANCES (hereinafter the “**Publisher**” or “**We**” or “**Us**”).

**Hosted by:** Ecritel, a SASU company, with capital of EUR 2 325 000, having its registered office at 1 rue Mozart, 92 210 Clichy, France; registered with the NANTERRE Registry of Trade and Companies under number B 332 484 021;  
Telephone number: +33 01 40 61 20 00

**1. ACCESS TO THE WEB APP**

To access and use this Web App you need to be at least 16 old.

Please be informed that only individuals who have reached the minimum age requirement as stated in the Rules of Contest, are allowed to participate.

**2. INTELLECTUAL PROPERTY**

Developing this Web App involved significant investments. The Web App and each of the elements it comprises (*i.e.*, brands, images, texts, videos, etc.) are protected by intellectual property rights. No use, reproduction or representation of the Web App (in whole or in part), on any media whatsoever, for any other purposes, including, but not limited to, commercial purposes, shall be authorized.

We may make available to you contents on the Web App, including participants recordings. These contents can only be viewed on the Web App. In any event, download, reproduction, representation, modification or distribution of such content shall be prohibited.

**3. CODE OF CONDUCT**

We support the values of tolerance and respect of others.

For this reason, by using this Web App or any services made available to you through the Web App (e.g. teleconsultation services, online chat, ratings and reviews, forum), you agree to:

- Not publish or provide any personal data that may be considered '*sensitive*':
  - *personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs;*
  - *trade-union membership;*
  - *genetic data, biometric data processed solely to identify a human being;*
  - *health-related data;*
  - *data concerning a person's sex life or sexual orientation;*
- Not convey any racist, violent, xenophobic, malicious, rude, obscene or unlawful comments;
- Not disseminate any content that may be harmful, defamatory, unauthorized, malicious or infringing on privacy or publicity rights, inciting violence, racial or ethnic hatred or qualify as gross indecency or incitement to commit certain crimes or offences;
- Not use the Web App for political, propaganda or proselytizing purposes;
- Not publish any content advertising or promoting any products and/or services competing with the brand(s) displayed on the Web App;
- Not divert the Web App from its intended purpose, including by using it as a dating service;
- Not disseminate any information that may directly or indirectly allow the nominal and specific identification of an individual without prior and express consent, such as their last name, postal address, email address, telephone number;
- Not disseminate any information or content that may be upsetting for the youngest;
- Not intimidate or harass others;
- Not conduct illegal activities, including that may infringe anyone's rights in and to any software, trademarks, photographs, images, texts, videos, etc.;
- Not disseminate content (including photographs and videos) portraying minors;
- Not display or share inappropriate content or material involving, for example, nudity, pornography, offensive language, violence, or criminal activity;
- Not adopt inappropriate behaviour or act in a way likely to offend others' sensibilities;
- Not capture and/or record and/or disseminate any capture of conversational screens or teleconsultations with our hosts on any electronic means of communication.

Failure to comply with the principles listed above constitutes a breach of these Terms of Use and We reserve the right to take all necessary measures to bring it to and an immediate end, including but not limited to:

- Immediate, temporary or permanent withdrawal of right to access and use this Web App and services provided on the Web App;
- Delete User account;
- Remove User Content uploaded to this Web App;
- Disclose such information to law enforcement authorities as required by law;
- Initiate legal proceedings and/or refer it for criminal prosecution.

We reserve the right to take all the measures mentioned above at any time, without any notice and at our sole discretion. Implementation of these measures may imply processing of your IP address.

If you become aware of any such User Content as may condone crimes against humanity, incite racial hatred and/or violence, or relate to child pornography, you shall immediately notify Us at the following email address : [fragrancesdiesel@gmail.com](mailto:fragrancesdiesel@gmail.com), specifying in your email/letter the date on which you discovered said content, your identity, the URL, description of the disputed content and the user ID of the author thereof, and the reasons why such content should be removed.

If you consider that any User Content is in breach of the principles listed above, of your rights or any third party's rights (e.g., any infringement, insult, breach of privacy), you may send a notice to the following email address : fragrancesdiesel@gmail.com specifying in your email/letter the date on which you discovered said content, your identity, the URL, description of the reported content and the user ID of the author thereof and the reasons why such content should be removed.

Any incomplete notice may not be considered. **WARNING:** The fact for anyone to report any content or activity as unlawful in order to obtain the removal thereof or stop the dissemination thereof by submitting untrue or inaccurate information is punishable by a prison term of one year and a fine of EUR 15,000.

#### **4. INFORMATION CONTAINED ON THE WEB APP**

##### **a. General provisions**

We hereby remind you that inaccuracies and omissions may appear in the information available on this Web App, particularly due to third parties. We hereby undertake to remove inaccuracies or to complete such information on the Web App as soon as possible.

##### **b. Information on the products and services**

The products and services presented to you on this Web App are not offered for sale but a general presentation of the range of the products and services that We distribute in the country where this Web App is available.

##### **c. Hypertext links**

The hypertext links included on the Web App may lead you to websites published by third parties and the content of which We do cannot control. Accordingly, to the extent that said hypertext links were included on this Web App for the sole purpose of facilitating your browsing experience of the Internet, looking up any third-party websites shall be your own decision and your sole liability.

#### **5. PERSONAL DATA**

We may process personal data related to you, particularly when you: (i) subscribe for a service; (ii) download Downloadable Content; (iii) participate in the Contest; (iv) vote for a participant in the Contest; (v) send Us an e-mail etc.

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

#### **6. COOKIES**

Cookies are small files that are left on your device while you browse the Web App (such as the pages looked up, the date and time of such access, etc.) and which may be read whenever your access the same Web App (hereinafter "**Cookies**").

For further information on the use of cookies, please consult our privacy policy [here](#).

#### **7. AMENDMENT TO THE WEB APP AND THE TERMS OF USE**

We may amend the contents and information included on the Web App as well these Terms of Use, particularly for purposes of compliance with any new applicable legislation and/or regulations and/or to improve the Web App.

Any amendment shall be notified to you via the Web App before becoming effective under these Terms of Use. Unless the amendment requires your express approval, your continued use of the Web App shall be deemed as your acceptance of the new Terms of Use.

#### **8. CREDITS**

The Web App was developed for the Publisher by E-MAZARINE, a company with capital of EUR 40000, having its registered offices at 2 square Villaret de Joyeuse 75017 in PARIS, registered with the PARIS Registry of Trade and Companies under number 431 442 896;  
Telephone Number: +33 01 58 05 49 00

## **9. DISCLAIMER**

We shall use our best efforts to maintain access to the Web App and Downloadable Content at all times. However, we cannot guarantee the permanent availability and accessibility of the Web App. Indeed, we may be required to momentarily suspend access to all or part of the Web App, particularly for technical maintenance purposes.

It is hereby further specified that the Internet and IT or telecommunication networks are not error-free and that interruptions and failures can occur. We cannot provide any guarantee in this regard and shall not therefore be held liable for any damage that may relate to the use of the Internet and IT or telecommunication networks, including, without limitation:

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

Lastly, our liability shall be limited to direct damage, excluding any other damage or loss whatsoever. More specifically, any indirect damage relating, without limitation, to any loss of profit, revenue or goodwill.

## **10. GOVERNING LAW AND DISPUTES**

These Terms of Use shall be governed by the laws of France.

For any issue, please contact Us:

[fragrancesdiesel@gmail.com](mailto:fragrancesdiesel@gmail.com)  
DIESEL FRAGRANCES - 62 quai Charles Pasqua,  
92300, Levallois Perret, France

Pursuant to applicable rules governing mediation, any consumer dispute shall be primarily submitted in writing to Us at the address mentioned above.

After said referral to Customer Service, any consumer dispute may be submitted to the Online Dispute Resolution Platform (*Plateforme de Règlement en Ligne des Litiges*), pursuant to section 14 of EU Regulation no. 524/2013, which is accessible via the following link: <https://webgate.ec.europa.eu/odr/>.]

If the dispute cannot be resolved through said mediation process, it shall be referred to the French courts of competent jurisdiction.

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