

<p style="text-align: center;"><b>RULES FOR THE VESTIAIRE COLLECTIVE DEPOSITS ITEMS CHALLENGE</b></p>
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## **1 - COMPANY ORGANIZING THE COMPETITION**

VESTIAIRE COLLECTIVE, a 'société anonyme' (public limited company) governed by French law, with a board of directors and share capital of 3 197 475,26 euros, identified with the reference number of 517 465 225 in the Paris 'RCS' (trade and companies register), with its registered office located at 255 boulevard Pereire, 75017 Paris - France, represented by its General Manager (hereinafter '**VESTIAIRE COLLECTIVE**' or 'the **Organizing Company**'), is organizing a competition with no obligation to purchase, running from September 23, 2020 to September 25, 2020 via the mobile app or the website [www.vestiairecollective.com](http://www.vestiairecollective.com) (hereinafter 'the **Competition**') under the conditions and according to the procedures set out below.

## **2 - PRESENTATION OF THE COMPETITION**

In order to take part in the game and attempt to win the prize at stake, each participant in possession of a user account on the platform shall deposit at least one new (1) item on the mobile app between September 23, 2020 and September 25, 2020.

Deposited item(s) shall not be withdrawn from sale during the Competition period.

Each member of a given household may take part in the competition with one entry each. Each entrant may only win one prize.

## **3 - CONDITIONS FOR TAKING PART IN THE COMPETITION**

### **3.1. Acceptance of these rules**

Entering the Competition implies full and unreserved acceptance by entrants of the stipulations of these rules in their entirety. If an entrant rejects all or any of these rules, it will be up to him or her to refrain from entering the Competition.

Each entrant may at any time announce his or her refusal to take part in the Competition and cancel his or her entry. In order to do so, he or she must send a registered letter with receipt slip to the following address:

VESTIAIRE COLLECTIVE  
DEPOSITS ITEMS CHALLENGE  
255 boulevard Pereire  
75017 PARIS - France

VESTIAIRE COLLECTIVE will be forced to disqualify any entrant who fails to comply with these rules in full.

Any misinformation, fraud or use of dishonest tactics of any kind intended to obtain an unjustified advantage, and any use of the Organizing Company's website in a manner detrimental to VESTIAIRE COLLECTIVE and/or third parties, will automatically and definitively result in disqualification of the entrant.

VESTIAIRE COLLECTIVE will exercise its sovereign right and settle any disputes relating to the Competition or its rules.

These rules may be modified at any time by VESTIAIRE COLLECTIVE. Each such modification will be set out in a rider, to be published under the same conditions as these rules.

### **3.2 Entering the Competition**

The Competition is open to any entrant meeting the conditions set out below.

Entry into the Competition is open to any individual aged at least 13 years in possession of parental authorization, or aged at least 18 years otherwise, who has IT equipment and an internet connection enabling him or her to connect to the Organizing Company's Website or mobile app. The Organizing Company may ask any minor entrant to demonstrate that he or she has received parental authorization, and may if applicable disqualify any such entrant who cannot demonstrate this authorization.

Each entrant must have a valid VESTIAIRE COLLECTIVE account.

Entry into the Competition is not open to employees of VESTIAIRE COLLECTIVE or to members of their families (siblings, direct relatives or relations by marriage living in the same household), professional sellers and VIP sellers.

Each individual is entitled to submit at least 1 Competition entry (same name, same address).

Competition entries are submitted by name and are strictly personal. Each entrant agrees that he or she will refrain from taking part under a different name than his or her own, with a different account than his or her own, or on behalf of any other party.

VESTIAIRE COLLECTIVE will reject entries that are non-compliant, in other words that are incomplete or flawed, that contain information that is incompatible with entry into the Competition, that are received late or that are submitted in a form other than the one provided for in these rules.

The Competition will end on September 25, 2020 at midnight (EST, New York time).

### **4 - CONDUCT OF THE COMPETITION**

The Competition will be held exclusively via the app or the website, as follows:

- the entrants must create an account if they do not already have one;
- the entrants must deposit one (1) item per entry from September 23, 2020 to September 25, 2020.

The four (4) daily winners will be selected at random by VESTIAIRE COLLECTIVE at noon on the following challenge day on September 24, September 25, September 26.

VESTIAIRE COLLECTIVE agrees that it will adhere to the principle of equal opportunity to win among all the Competition entrants.

VESTIAIRE COLLECTIVE expressly reserves the right to curtail, extend, suspend, interrupt or cancel the Competition for any reason it sees fit, without the entrants being entitled to any compensation.

## **5 - RESPONSIBILITY/LIABILITY**

Entry into the Competition will take place under the sole responsibility of the entrants.

VESTIAIRE COLLECTIVE may not be held liable with regard to the functioning or malfunctioning of the Competition process, and in particular in the event of a problem of any kind occurring for any reason, or in general terms any event outside VESTIAIRE COLLECTIVE's control that prevents participation in the Competition, and notably in the event of any occurrence of force majeure within the meaning of article 1218 of the civil code and of French case law.

Likewise, VESTIAIRE COLLECTIVE may not be held liable for any contamination by a computer virus due to online browsing. It is up to each entrant to deploy the necessary measures in order to protect his or her IT equipment against any attempts at intrusion or contamination.

## **6 - COMPETITION PRIZES**

### **6.1 Nature of the prizes**

The prizes to be won in the Competition per day are :

- one (1) gift voucher for five hundred US dollars (USD 500) or local equivalent to be spent on orders of two thousand US dollars (USD 2,000) or more;
- three (3) gift vouchers (one per winner) for one hundred US dollars (USD 100) or local equivalent each for use to be spent on orders of four hundred US dollars (USD 400) or more.

Authentication fees and taxes are excluded and have to be paid by each winner.

For each voucher, authentication fees and taxes are excluded and must be paid by each winner. Each voucher must be used on the VESTIAIRE COLLECTIVE's mobile app before November 1, 2020, in the purchase of a product offered for sale on the platform and selected by the winner concerned.

The prizes are awarded to Competition winners on a definitive basis. VESTIAIRE COLLECTIVE will not agree to any exchange of prize, including for its respective cash value.

The prizes cannot be split across different purchases or be combined with other current offers or promotions.

Prizes are non-exchangeable and non-refundable.

### **6.2 Awarding the prizes**

In order to designate the Competition winners, a draw will be carried out from among the entrants who have validly taken part in the Competition under the conditions set out in these rules.

The individuals will be selected at random. VESTIAIRE COLLECTIVE will notify the winner of his/her prize by email. If the winner fails to respond within a reasonable period, he/she will forfeit his/her prize and VESTIAIRE COLLECTIVE will proceed with another draw.

VESTIAIRE COLLECTIVE will not entertain any objections relating to designation of the winner.

In order to validate his or her win, each winner must be able to provide certain information, and notably his or her surname, forename, date of birth, full postal address, email address and telephone number (landline or mobile). The winners will grant VESTIAIRE COLLECTIVE the right to make commercial use of the information stipulated above.

VESTIAIRE COLLECTIVE reserves the right to carry out checks regarding the identity and place of residence of the winner following the draw, in compliance with the provisions of the current version of the French law on Information Technology and Civil Liberties passed on the 6<sup>th</sup> January 1978. Thus, VESTIAIRE COLLECTIVE may ask for any form of documentary evidence (such as a telephone bill or an electricity or gas bill).

The entrants accept that any false information regarding their identity and/or place of residence will automatically give rise to invalidation of their Competition entry and to the re-awarding of any prize they may have won.

Furthermore, the Organizing Company reserves the right to cancel the awarding of prize and to select another winner at random if the original winner is minor and is unable to provide evidence of parental authorization enabling them to enter the Competition.

### **6.3 Delivery of the prize**

VESTIAIRE COLLECTIVE will inform the winner, by email, of the procedures for collecting his/her prize at the same time as it confirms that he/she has won.

VESTIAIRE COLLECTIVE will do all it can to ensure that the prize is delivered to the winner within a reasonable period. However, VESTIAIRE COLLECTIVE may not be held liable for poor reception, for delays, for losses or for any other issues arising through the fault of third parties such as carriers.

In addition, it is expressly indicated that VESTIAIRE COLLECTIVE may not under any circumstances be held liable in the event that it proves impossible to deliver a prize to its winner due to a postal address and/or email address that is not correctly indicated by the entrant. It will be up to the entrants to check that the addresses they provide are accurate, as VESTIAIRE COLLECTIVE will not be able to check them in advance.

In the event of an occurrence of force majeure or in the event of the unavailability of a prize for reasons outside its control, VESTIAIRE COLLECTIVE may validly replace the prize indicated in these rules with one or more other prizes of an equivalent overall value.

By accepting their prize, the winner authorizes VESTIAIRE COLLECTIVE to use data of a personal nature (surname, forename, town of residence, image) for promotional purposes, without this use giving rise to any entitlement other than the prize being awarded to the winner. The winner therefore authorizes VESTIAIRE COLLECTIVE to use his/her name and image online (and notably on social media sites) or via any other media (in print, or on television, radio or the internet) for a maximum period of 1 (one) year as from the initial diffusion.

## **7 - AGREEMENT IN RELATION TO PROOF**

Except in cases of proven malfunction, the information contained in the VESTIAIRE COLLECTIVE IT system - notably consisting of data relating to Competition entrants - will be deemed to constitute conclusive evidence in the event of any disagreements or legal disputes relating to the Competition.

The entrants agree that they waive their right to challenge the validity or admissibility of the digital elements collected by VESTIAIRE COLLECTIVE in the course of the organization the Competition.

## **8 - APPLICABLE LAW**

The processes of organizing and entering the Competition are governed by the French legislation applicable to commercial lotteries held by professionals for consumers in the form of promotional operations resulting in the awarding of prizes or benefits of any kind through a process of random selection, whatever the procedure used for this (articles L 121-20 *et seq.* of the consumer code).

## **9 - PROTECTION OF PERSONAL DATA**

VESTIAIRE COLLECTIVE has adopted a confidentiality charter designed to spell out the ways in which it collects and processes certain data of a personal nature, together with the purposes of these processing operations. This confidentiality charter is fully applicable to the Competition.

The data of a personal nature gathered by VESTIAIRE COLLECTIVE from entrants within the context of the Competition are collected and processed in compliance with the provisions of the current version of the law on Information Technology and Civil Liberties passed on the 6<sup>th</sup> January 1978 and the General European Regulation on data protection (EU) 2016/679 passed on the 27<sup>th</sup> April 2016 ('GDPR').

All the competition entrants, having provided proof of their identity, have the right - under the terms of articles 48 *et seq.* of the law on Information Technology and Civil Liberties - to request that personal data concerning them that are inaccurate, incomplete, ambiguous or out of date be rectified, added to, updated, locked or deleted, depending on the circumstances.

Under the terms of these rules, and in accordance with the provisions of article 13 of the GDPR, the entrants are informed that the personal data concerning them may be transmitted to commercial partners of VESTIAIRE COLLECTIVE, unless they raise an objection - free of charge - to this transmission.

Any requests for access or rectification and any objections must be addressed in writing, with the contact details of the party making the request and a copy of an identity document, to :

VESTIAIRE COLLECTIVE  
DEPOSITS ITEMS CHALLENGE  
255, boulevard Pereire  
75017 Paris

## **10 - ENTRY COSTS**

Entry into the competition involves an obligation to purchase. In addition, each entrant will have to pay any costs arising from connection to the internet that he or she has to incur in order to enter the Competition, as well as the cost of acquiring a digital terminal enabling connection to the website.

Likewise, VESTIAIRE COLLECTIVE will not reimburse any postal costs arising from a request for a copy of these rules.

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