

<b>COMPETITION RULES</b> <b>"TREASURE HUNT"</b>
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## 1 - COMPETITION ORGANISER

VESTIAIRE COLLECTIVE, a French limited liability company governed by a board of directors, with share capital of 3 197 475,26 euros, RCS Paris registration number 517 465 225, having its registered office at 255, boulevard Pereire, 75017 Paris, France, represented by its chief executive officer (hereafter "**VESTIAIRE COLLECTIVE**" or the "**Organising Company**"), is holding a competition between September 3, 2020 to September 7, 2020 inclusive, taking place **exclusively** on the *Vestiaire Collective* app (available on iOS or Android compatible smartphones), (hereafter the "**Competition**"), under the terms and conditions set out below.

## 2 - PRESENTATION OF THE COMPETITION

For every participant, the Competition consists of attempting to identify, on every day of the Competition, one of the ten winning items to win a voucher being given away during the Competition and purchase at a reduced price a product on sale on the *Vestiaire Collective* app.

To this end, clues will be placed on the *Vestiaire Collective* app.

## 3 - COMPETITION PARTICIPATION CONDITIONS

### 3.1 Acceptance of these rules

Participation in the Competition implies that participants fully accept the provisions of these rules in full and without reservation. Should they be unable to accept these rules, whether in part or in whole, participants must refrain from taking part in the Competition.

Any participant may notify their refusal to take part in the Competition at any time and cancel their participation. To this end, they must send a registered letter with confirmation of receipt to the following address:

**VESTIAIRE COLLECTIVE**  
Contest – « Treasure Hunt »  
255, boulevard Pereire  
75017 PARIS, FRANCE

VESTIAIRE COLLECTIVE will be forced to exclude the participation of any participant failing to comply with these rules in full.

Any false information, fraudulent act or any manipulative use seeking to gain an unfair advantage, or any utilisation of the *Vestiaire Collective* app that may be prejudicial to VESTIAIRE COLLECTIVE and/or any third party, shall lead to the automatic and definitive disqualification of the participant.

VESTIAIRE COLLECTIVE will have the final say on any dispute relating to the Competition and its rules.

These rules may be modified at any time by VESTIAIRE COLLECTIVE. Any such modification will take the form of an amendment published under the same conditions as these rules.

### **3.2 Participation in the Competition**

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

Participation in the Competition is open to any person over the age of 18, or any minor of at least 13 years of age with specific parental authorisation.

The Organising Company may request any participating minor to provide evidence of the specific parental authorisation they have obtained for taking part in the Competition. As applicable, VESTIAIRE COLLECTIVE reserves the right to disqualify any participating minor unable to provide evidence of said authorisation. The home address of the participants may also be verified by the Organising Company.

Every participant must have an appropriate device (PC and/or tablet and/or smartphone) and internet access enabling them to connect to the *Vestiaire Collective* app.

Employees of VESTIAIRE COLLECTIVE are prohibited from taking part in the Competition (including those who have left the company within the past 3 months) in addition to members of their family (partner, parents and any relations living under the same roof).

Participation in the Competition is not restricted to a given number of entries. Throughout the duration of the Competition, each participant may therefore take part on multiple occasions each day but only win one prize. Participation in the Competition takes place on a named and strictly personal basis. All participants shall refrain from taking part in a name other than their own or on behalf of any third party.

VESTIAIRE COLLECTIVE will reject non-compliant entries, i.e. those that are incomplete, false, contain information incompatible with taking part in the Competition, are delivered late or forwarded in a format other than specified in these rules. Any entry via a means other than the *Vestiaire Collective* app (e.g. on the *Vestiaire Collective* website) will be invalid.

The Competition closing date is September 7, 2020 at 24:00 (Paris time, GMT +1).

#### **4 - COMPETITION PROCESS**

The Competition will take place exclusively on the *Vestiaire Collective* app.

The objective of the Competition consists of taking part in a treasure hunt in order to attempt to win a voucher during the Competition, to be used to purchase at a reduced price a product on sale on the *Vestiaire Collective* app until September 10, 2020 at 11:55pm (Paris time - GMT +1).

On each day throughout the Competition the Organising Company will issue two clues being to attempt to identify at maximum ten items flagged as "winning items" answering the clues. The participants will see on the last picture of the "winning item" a message telling them that they have found one of the ten "winning items".

The participants will have to wishlist those "winning items" to enter a random draw and have a chance to win a voucher.

The clue will be issued at noon and 6pm (Paris time - GMT +1).

VESTIAIRE COLLECTIVE undertakes to maintain an equal chance of winning a prize for all participants taking part in the Competition.

VESTIAIRE COLLECTIVE expressly reserves the right to shorten, lengthen, suspend, interrupt or cancel the Competition for any reason whatsoever, without participants being entitled to any compensation.

#### **5 - LIABILITY**

Participation in the Competition takes place under the sole liability of the participants.

The liability of VESTIAIRE COLLECTIVE may not be invoked due to the functioning or malfunctioning of the Competition and/or, in more general terms, due to the *Vestiaire Collective* app, notably in the event of an incident in any form whatsoever, such as access to said app being prevented or, more generally, any event outside the control of VESTIAIRE COLLECTIVE rendering participation in the Competition impossible, notably an event of force majeure within the meaning of Article 1218 of the French Civil Code and with French jurisprudence.

Furthermore, VESTIAIRE COLLECTIVE may not be held liable for any contamination by a computer virus due to navigation on the internet. It is the responsibility of each participant to take the necessary measures to protect their computer equipment against any attempted intrusion or contamination.

#### **6 - INTELLECTUAL PROPERTY RIGHTS**

Photographs of products displayed on the *Vestiaire Collective* app represent products protected by intellectual property rights held by third parties not related to VESTIAIRE COLLECTIVE. The distribution or redistribution of such photographs may be prohibited by the holders of said rights. No utilisation of the photographs may grant any form whatsoever of intellectual property rights over the displayed products in favour of the participants.

All the intellectual property rights relating to the Competition belong to VESTIAIRE COLLECTIVE. Under the terms of Books I and III of the French Intellectual Property Code, any reproduction or representation of the elements constituting the Competition, whether in whole or in part, without express prior authorisation from VESTIAIRE COLLECTIVE is prohibited, and may give rise to court action.

The brands displayed remain the property of their respective rightsholder.

## **7 - PRIZES AWARDED DURING THE COMPETITION**

### **7.1 Definition of prizes**

Every day prizes will be available in the form of vouchers (excluding authentication fees, transport and taxes, to be paid by each winner) available on the app until September 10, 2020 divided as follows: up to 200 vouchers per day of between 30€ and 100€ (or local equivalent), *i.e.* up to 100 at noon and 100 at 6pm Paris time - GMT +1.

The 30€ vouchers are valid on any product on sale on the app at a minimum price of 100€, from 8 to 10 September 2020.

40€ vouchers are valid on any product on sale on the app at a minimum price of 120€, from 8 to 10 September 2020.

The vouchers of 50€ are valid on any product on sale on the app at a minimum price of 150€, from 8 to 10 September 2020.

100€ vouchers are valid on any product on sale on the app at a minimum price of 300€, from 8 to 10 September 2020.

Any prize awarded to a winner is definitive. VESTIAIRE COLLECTIVE will not exchange any prize, including against its cash value.

Participants acknowledge that they could only win one voucher throughout the duration of the Competition.

Participants acknowledge that the vouchers to be won enable them to purchase second-hand products offered for sale on the *Vestiaire Collective* app. The sale of prizes is subject to the general terms and conditions of sale of the Organising Company.

### **7.2 Awarding of prizes**

Each prize is awarded to the first participants to successfully identify the brand's model. VESTIAIRE COLLECTIVE will accept no objections regarding the designation of winners.

In order to validate the award of their prize, each winner must hold an account on the *Vestiaire Collective* app and accordingly provide or confirm certain information when placing the order, notably their surname, first name, date of birth, full postal address, e-mail address and telephone number (landline or mobile). Winners grant the right to VESTIAIRE COLLECTIVE to use the aforementioned information for marketing purposes.

VESTIAIRE COLLECTIVE reserves the right to conduct any checks concerning the identity or address of winners after the drawing of lots, in accordance with the French Data Protection Act of 6 January 1978, as amended. VESTIAIRE COLLECTIVE may therefore request supporting documentation in this regard (phone bill, utilities bill, etc.).

Participants accept that any false information relating to their identity and/or address will automatically invalidate their participation in the Competition and any award of a prize.

Furthermore, the Organising Company reserves the right to cancel the award of any prize in the event of any winner who is a minor not being able to provide evidence of parental authorisation to take part in the Competition.

### **7.3 Delivery of prizes**

Each winner will be notified that they have won a prize via email from the Organising Company the day after his/her participation to the Competition.

VESTIAIRE COLLECTIVE will make every effort to ensure that the prize is submitted to the winner within a reasonable period of time.

The liability of VESTIAIRE COLLECTIVE may not be invoked in the event of any unsatisfactory receipt, late receipt, loss or damage caused by a third party, such as delivery companies.

Furthermore, it is expressly stated that under no circumstances may the liability of VESTIAIRE COLLECTIVE be invoked should it not be possible to submit the prize to the winner due to any postal or e-mail address having been incorrectly entered by the participant. It is the responsibility of the participant to verify that the addresses they provide when placing the order are accurate; VESTIAIRE COLLECTIVE is not able to carry out any prior checks.

On occurrence of an event of force majeure or if a prize is unavailable for reasons outside the control of VESTIAIRE COLLECTIVE, the latter may validly replace the announced prize with one or more other prizes of equivalent overall value.

By accepting their prize, the winner authorises VESTIAIRE COLLECTIVE to use certain personal data (surname, first name, place of residence and picture) for promotional purposes, yet without such utilisation being remunerated in any manner other than the prize awarded to the winner. Winners therefore authorise VESTIAIRE COLLECTIVE to use their name and picture on the internet (notably on social media sites) or any other medium (paper, television, radio and internet) for a period of 1 year from the date of its first distribution.

## **8 - AVAILABILITY OF THE RULES**

The rules of this Competition can be consulted online on the website of VESTIAIRE COLLECTIVE.

The rules may also be forwarded to any person who may issue a request to this effect, subject to such request being received in writing prior to the closing date of the Competition, at the following address:

VESTIAIRE COLLECTIVE  
Contest – « Treasure Hunt »  
255 boulevard Pereire  
75017 PARIS, FRANCE

## **9 - EVIDENTIAL CLAUSE**

Apart from in the event of a proven malfunction, the information contained in the IT system of VESTIAIRE COLLECTIVE, notably consisting of data relating to participants in the Competition, shall be deemed to have evidential value in any disagreement or dispute relating to the Competition.

Participants waive any right they may enjoy to contest the validity or admissibility of the data collected by VESTIAIRE COLLECTIVE during the organisation of the Competition.

## **10 - APPLICABLE LAW**

The organisation of the Competition and participation in the Competition are governed by French legislation applicable to commercial lotteries organised by businesses for consumers, taking the form of promotional activities awarding a prize or benefit of any kind via the drawing of lots, regardless of the arrangements (Articles L. 121-20 et seq. of the French Consumer Code).

## **11 - PERSONAL DATA PROTECTION**

VESTIAIRE COLLECTIVE has adopted a confidentiality policy designed to set out the manner in which it collects and processes certain personal data, including the purposes of such processing. This policy applies to the Competition in full.

The personal data collected by VESTIAIRE COLLECTIVE from participants within the context of the Competition is collected and processed in accordance with the French Data Protection Act No. 78-17 of 6 January 1978, as amended, and with the General Data Protection Regulation (EU) No. 2016/679 of 27 April 2016 ("GDPR").

Under Article 48 et seq. of the aforementioned French Data Protection Act, all participants in the Competition providing their identity enjoy the right for any of their personal data that may be inaccurate, incomplete, misleading or obsolete to be rectified, supplemented, updated, blocked or deleted, as applicable.

By way of these rules and in accordance with Article 13 of the GDPR, participants are notified that their personal data may be communicated to commercial partners of VESTIAIRE COLLECTIVE, unless they issue an objection (free of charge) against such communication.

Any request relating to access, rectification or objection must be forwarded in writing, accompanied by the contact details of the sender and a copy of an identity document, to:

VESTIAIRE COLLECTIVE  
Contest – « Treasure Hunt »  
255 boulevard Pereire  
75017 PARIS, FRANCE

## **12 - COST OF PARTICIPATION**

Participation in the Competition does not entail any purchase obligation.

Furthermore, each participant shall bear any costs they may incur relating to internet access in order to take part in the Competition, plus the cost of a device enabling them to connect to the Vestiaire Collective app.

VESTIAIRE COLLECTIVE will not refund the postage costs relating to any request to receive the fund rules.

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