

12/07/2024

Contest – Empreinte

Article 1: Organiser and format of the contest

The company EMPREINTE SAS with capital of 2 000 000 euros, registered with the Register of Trade and Companies in BREST under number 56B71, with a registered office at 5 rue de l'Eau Blanche 29200 Brest (hereinafter "the Organiser"), wishes to organise a competition, with no obligation to make a purchase, and to make it available on their online retail site www.empreinte.eu. The competition will run from Thursday July 18 to midnight French time on July 23, 2024.

Article 2: Terms of participation in the contest

Participation in the Contest is open to any natural person over the age of 18, whether they are resident in France (including Corsica) or abroad, and whether or not a customer of the Organiser.

All persons that are directly or indirectly involved in the development of the Contest, employees of the Organiser, as well as their respective families (i.e. members of the same household for tax purposes), are not allowed to take part in the Contest.

Entry to the Contest is limited to one entry per person (same name, same postal address, same e-mail address). In the event of multiple entries, only the first validly registered entry will be accepted; there is no right to dispute this. Participation in the Contest is on a strictly personal, named basis.

The Organiser therefore reserves the right to carry out any checks that they deem necessary with regard to the identity and address of each participant.

Any entry that is incomplete or that has been received after the entry deadline (date and time of receipt of the entry on the website being probative), or that does not meet the terms and conditions of these rules, shall be deemed null and void. It is only possible to participate in the Contest online and in the manner described below. Any entries made on plain paper or in any other form are not permitted.

Participation in the Contest implies the unqualified acceptance of these rules in their entirety, as well as of the applicable legal texts in force in France.

It is strictly prohibited, irrespective of the means, to modify or attempt to modify the proposed features of the Contest, in particular in order to change the results or any element that determines the winners and the prizes they receive. The Organiser reserves the right to enforce equality of opportunity between all participants, including by means of legal measures or any other means at its discretion.

In any case, participants shall refrain from publishing any content, irrespective of its nature, that infringes the rights that third parties, whether natural or legal persons, may hold – in particular with regard to intellectual property, image or privacy rights – that constitutes unsolicited messages of a promotional nature or, in more general terms, that is contrary to the regulations that are in force. By citing the name (including for example the pseudonym) of a third party, you are providing a guarantee that you have obtained the consent of that person to publish their name on our site.

You acknowledge that the data you have provided to us and which is stored in our information systems is accurate and constitutes proof of your identity. We would be grateful if you could get in touch to inform us of any changes there may be to this information. You will not make use of any method of participation that does not comply with these rules. We have also put in place technical measures in order to verify the legitimacy of participation in the Contest.

Article 3: Designation of winners and prizes

The 5 winners will be drawn at random.

The prizes to be won are:

A 1-piece swimsuit or 2-piece swimsuit (1 top and 1 bottom) to be chosen from the Empreinte collection that is current at the time of the competition, and of average value as per the prices in force in the winner's country.

If a product that is chosen by the winners is not available, they will be invited to select another product.

The draw for the five winners will be carried out by EMPREINTE at 5 rue de l'Eau Blanche 29200 Brest, on 24/07/2024, at 15:00.

In the event that the Organiser becomes aware after the draw that any entry does not comply with these rules, the Organiser reserves the right to carry out a new draw.

For each draw, only one entry will be counted per draw; it should therefore be understood that only one prize per winner can be won for the entire Contest.

The winners will be notified by email and expressly agree to be contacted by the Organiser for this purpose.

In any event, it is stipulated that in no way, will participants who have not been designated as winners be informed of this fact either by telephone, e-mail or by any other means whatsoever.

The Organiser will ask the winners to provide their delivery addresses, in France or abroad, by email. The winners commit to replying to the Organiser within 15 calendar days of the request to provide their postal details.

The prizes cannot be challenged, they are not transferable, and they cannot be exchanged for any other prize; no cash equivalent to the prize will be offered and the prize cannot be partially or fully refunded. Accordingly, no claims of any kind with respect to this can be made. However, the Organiser reserves the right to replace one of the prizes being offered by a prize of equivalent or greater value, except in the event of an unforeseeable, unstoppable and external event that would make it impossible to deliver the planned prizes within a reasonable time.

The prizes may not be awarded in any other form than that which is set out within these rules.

Should the winners fail to respond within the time limits set out above, they will not be entitled to their prize. Any prize that is not delivered and returned in the event that the address provided by the winner is incomplete or inaccurate, will be forfeited by the winner and shall remain the property of the Organiser, without the latter's liability being incurred in respect of this. Likewise, any prize not claimed from La Poste (or other delivery company chosen by the Organiser) shall be forfeited by the winners in question and shall remain the property of the Organiser.

Subject to the above, the winners will receive their prize directly at the postal addresses that were provided to the Organiser within ten (10) days (excluding weekends and public holidays) of the Organiser receiving the winner's details.

The Organiser shall not be liable for any damage, theft or loss of the prizes that may occur during shipping or delivery. The Organiser therefore rejects all responsibility in the event that there is an incident or accident during the use or enjoyment of the prizes that have been won.

Article 4: Liability and rights of the organising company

Terms of registration:

Participation in the Contest implies knowledge and acceptance of these rules.

Liability of the organising company:

The Organiser cannot be held responsible for any damage of any kind (personal, physical, material, financial or otherwise) that may arise from participation in its Contest. By participating, the contestant accepts this condition. No claims will be accepted.

The Organiser cannot be held responsible if, as a result of a reason that is beyond its control (fraud, etc.) and/or in the event of force majeure (fire, flood, natural disaster, strike, etc.) the Contest is shortened, modified, postponed or cancelled.

The management team of the Organiser reserves the right to suspend the Contest should they be of the opinion that it is no longer possible to ensure the security of the personal information of participants.

Article 5: Liability of the Organiser:

The Organiser cannot be held responsible if, in the event of force majeure, this Contest has to be modified, shortened or cancelled. In the event that there is a dispute or challenge, the Organiser's

management team has the sole right to make a decision. Any decision that is taken by the latter will be final.

In any event, the Organiser reserves the right to extend the period in which entries can be received or to postpone any announced date.

Additions or, in the event of force majeure, amendments to these rules may be made during the Contest.

The organising company shall not be held liable:

- Should a participant be accidentally disconnected by the telephone operator or their internet service provider;
- Should a participant forget to enter their contact details;
- Should a participant suffer a technical failure of any kind (poor quality condition, handset);
- In the event of a power failure or issue with the server.

Participation in the Contest online implies awareness and acceptance of the characteristics and limits of the technologies used to provide an online connection and any associated technologies, specifically with regard to technical performance, response times for checking, querying or transferring information, any risks of interruption, and in more general terms, the risks that are inherent in any connection and transmission, the lack of protection for certain data against potential misuse, and the risks linked to infection by viruses that may be active on the network.

As a result, the organising company shall not be held responsible under any circumstances for the following non-exhaustive list:

- The transmission and/or receipt of any data and/or information online;
- Any malfunctioning of the online network that prevents the proper conduct/functioning of the Contest;
- Failure of any receiving equipment or lines of communication;
- Loss of any paper or electronic mail and, in more general terms, the loss of any data;
- Routing issues;
- The functionality of any software;
- The consequences of any virus, computer bug, anomaly or technical failure;
- Any damage to a participant's computer;
- Any technical, hardware or software failure of any kind that prevents or limits the possibility to take part in the competition or that causes damage to a participant's set-up.

It is specifically noted that the Organiser cannot be held responsible for any direct or indirect damage that may result from an interruption, malfunction of any kind, suspension or termination of the Contest, irrespective of the reason, or for any direct or indirect damage that may result, irrespective of the form, from a connection to an Internet site and in particular to the Site. All participants are responsible for ensuring that they take all appropriate measures to protect their own data and/or software that is stored on their computer equipment against any attack.

Article 6: Disputes

Taking part in the Contest implies the acceptance by the participants of these rules in their entirety. Any complaint must be made in writing to the Organiser's registered office within 3 calendar days of the end of the Contest. No claims shall be accepted after this period. The Organiser shall have sole jurisdiction to settle any dispute relating to how these rules are applied. The Organiser reserves the right to take legal action against anybody who has committed or has attempted to commit fraud. Nevertheless, they shall not incur any liability of any kind in respect of the contestants as a result of any fraud committed.

Article 7: Personal information

In pursuance of Law No. 78-17 of 6 January 1978 pertaining to information technology, files and freedoms, participants have the right to oppose (Art. 26 of the law), access (Art. 34 to 38 of the law) and rectify (Art. 36 of the law) data that relates to them. You can contact Empreinte at the following email address: contact@empreinte.eu

No fee will be charged.

Article 8: Rules

Taking part in the Contest implies the acceptance by the participants of these rules in their entirety.

It is also possible to consult the rules by writing to:

EMPREINTE

5, rue de l'Eau Blanche

29218 Brest Cedex 2

France

These rules are governed exclusively by French law.

Drawn up in Brest