ONLINE CONTEST MARCH 2022 - SUPER RESTORATIVE NIGHT

# CLARINS CANADA INC. PROMOTIONAL CONTEST (the "Contest") Contest Rules, Legal Restrictions and Participation Form (the "Form")

The « SUPER RESTORATIVE NIGHT » contest is organized by Clarins Canada Inc. The contest begins on August 15<sup>th</sup>, 2022 at 12pm (EDT) and ends on September 24<sup>th</sup>, 2022 at 11:59pm (EDT).

## How to participate

To enter:

- 1) Visit the Clarins Canada Super Restorative Night page (<a href="https://www.clarins.ca/en/super-restorative-night---all-skin-types/80088226.html">https://www.clarins.ca/en/super-restorative-night---all-skin-types/80088226.html</a>)
- 2) Follow the steps (write a review on the page concerning the Super Restorative Night Cream)
- 3) Winners will be drawn at random at the end of the contest

#### Prize to win

1 Total Eye Lift Clarins and 1 Super Restorative Remodelling Serum Clarins for one person. A total value of \$240:

- 1 Total Eye Lift
- 1 Super Restorative Remodelling Serum

Following the contest, the winner will be contacted by Clarins Canada.

#### A maximum value of \$240.

The price is not, in whole or in part exchangeable for cash; in addition, the balance of credits cannot be exchanged for money.

**Single entry contest.** One participant can only win one price during the contest. One online entry per person, per email address and postal address during the contest.

## **Duration of contest**

The contest will take place on the clarins.ca Super restorative Night page (<a href="https://www.clarins.ca/en/super-restorative-night---all-skin-types/80088226.html">https://www.clarins.ca/en/super-restorative-night---all-skin-types/80088226.html</a>) on August 15th, 2022 at 12pm (EDT) to September 24<sup>th</sup>, 2022 at 11:59pm (EDT).

#### Admissibility

Contest Eligibility. The Contest is open to all residents of Canada who have reached 18 years of age, who have tried our new Double Serum and has a valid email & home address. This contest is not open to employees of Clarins Canada Inc., its directors, officers and employees and those of its affiliated and associated companies, agents, advertising and promotional agencies and members of their respective immediate families or any person living in the same household. This contest is void where otherwise prohibited by law. All additional entries will be disqualified.

#### Winner selection and draw date

The selection of winner no later than the contest closing date, will take place on October 3<sup>rd</sup> at 10am (EDT) at Clarins Canada Inc., 815 Desserte Est Highway 13, Laval, Qc H7W 5N4. The winner will be selected by computerized random draw. Winner will be contacted via Instagram private message. If, after taking reasonable measures, the winner cannot be reached by the contest holder in the next 30 opening days after the draw date, this person will be disqualified, and the contest holders will proceed in selecting another winner until a valid winner is identified. Odds of winning depend on the number of eligible entries.

## Contest closing date

Only the comments that has been added on the contest post on the Clarins Canada Instagram page no later than September 24<sup>th</sup>, 2022 at 11:59pm (EDT). will be eligible. No purchase necessary.

## (The "Email").

The Winner is responsible for maintaining their mobiles, computers, systems, email account and other necessary technology or services in good working condition. If Clarins Canada Inc. is unable to reach the Winner by email, the Prize may be awarded to another participant. All decisions made by the Contest judges are final. Clarins Canada Inc. will post the Prize to the Winner. The Prize Winner may not request and/or obtain a substitution of the Prize. If the Prize cannot be awarded due to actions or circumstances beyond the control of Clarins Canada Inc., a substitute prize of equal or greater retail value will be awarded. The Prize cannot be redeemed for cash. The Prize is not transferable.

**Identity of Winner.** By entering this contest, all entrants give Clarins Canada Inc. the right to include their name and information on all of its mailing lists and to use their name in any promotions and/or publicity carried out by Clarins Canada Inc. and agree to grant Clarins Canada Inc. with a non-exclusive irrevocable license and right to incorporate, use and reproduce the entrant's photograph, voice, name information and likeness in whole or in part in and in connection with the advertising, exhibiting, marketing, promotion and exploitation of the business of Clarins Canada Inc. in any manner, in all media throughout the world.

Prize(s) Substitution. Clarins Canada Inc. reserves the right to substitute prize(s) of equivalent kind and/or value.

Disclaimer and limitation of liability. The information, data and graphics included in the form may include technical or typographical errors or inaccuracies. Clarins Canada Inc. does not warrant the reliability, suitability, availability, correctness and accuracy of such information, data and related graphics. All such information, data and related graphics are provided "as is" without any warranty of any kind. Clarins Canada Inc. does not warrant that Instagram, clarins.com or any technology or system whatsoever used in relation to the contest will be free of defects, problems, viruses or errors, or that it will perform without interruption, appropriately or error-free. In particular, but without limitation, Clarins Canada Inc. shall not be responsible for (a) any late, lost, garbled, misdirected, incomplete, or damaged entries; (b) any risk, danger, damage, trauma, error, problem or delay related to the electronic or Email transmission of the form, the Email Notification, the response or any other communication contemplated hereunder; (c) any game disruptions, injuries, losses or damages; (d) any printing or typographical errors in any materials associated with the contest; or (e) any delay, problem, bug, error, mistake or interruption of Clarins Canada Inc.'s website, Instagram or any technology or system whatsoever used in relation to the contest, or in the contest's results, management, conduct or administration. Except as expressly stated herein, Clarins Canada Inc. hereby disclaims any and all warranties and conditions, express or implied, written, electronic or verbal, with regard to the results, outcome, management, conduct or administration of the contest including, without limitation, all implied warranties and conditions of merchantability or fitness for a particular purpose. Clarins Canada Inc. (including all its affiliated and associated entities;) including all its affiliated and associated entities (collectively the "Sponsors") assume no responsibility for lost, stolen, mutilated, late, misdirected or ineligible entry forms or for any computer, online, human or technical malfunctions that may occur in the administration of the contest. If for any reason this contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the control of the Sponsors or any act corrupts or affects the administration, security, fairness, integrity or proper conduct of this contest, the Sponsors reserve the right, in their absolute and sole discretion, to disqualify an individual and/or cancel, terminate, modify or suspend the contest. The Sponsors shall not be responsible under any condition what so ever for any problems or technical malfunctions relating to the contest. Any attempt by anyone to damage or disrupt the contest shall be considered a violation under criminal and civil law. The Sponsors reserve the right to seek damages or other remedies against such person. All participants assume the liability for any injuries caused or claimed to be caused by participation in this contest, or the use or misuse of the prizes granted herein. You acknowledge that the damage that you may sustain or suffer as a result of entering or trying to enter or in relation to the contest could in no case exceed \$1, and that Clarins Canada Inc.'s maximum aggregate liability towards you in relation to or arising under the contest (including without limitation, for breach of contract, strict liability, tort, including negligence or any other legal or equitable theory), shall be limited to your actual and direct damages and shall not, under any circumstances, exceed your best case scenario expectancy of gain under the contest, which you agree, is at best \$1. You acknowledge and agree that in no event will Clarins Canada Inc. be liable for damages in respect of general, incidental, aggravated, punitive, treble, exemplary, indirect, special or consequential damages, including, but not limited to, damages for loss or unauthorized use of data or information, loss of chance, damages related, directly or indirectly, to the use of the Clarins Canada Inc. web site or the contest, failure to realize expected savings, even if Clarins Canada Inc. has been advised of the possibility of such damages.

**General Release.** By participating in the Contest you release and agree to hold harmless Clarins Canada Inc., participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "**Released Parties**") from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection, directly or indirectly, with the Contest, or loss of, failure to win, acceptance, possession, or use of the Prize (including, without limitation, claims, costs, injuries and losses related to personal injuries, personal information or privacy related damages, defamation or portrayal in a false light, whether intentional or unintentional), under any legal or equitable theory whatsoever, whether in contract, tort (including negligence), extra contractual liability, statute, case law, common or civil law, or other legal or equitable theory.

**Internet/Technology Related Misconduct. If**, for any reason, the Clarins Canada website or any associated program like Instagram is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Clarins Canada Inc., that corrupt or affect the administration, security, fairness, integrity, results, or proper conduct of this Contest, Clarins Canada Inc. reserves the right, at its sole discretion, to lock out any individual whose eligibility is in question, or to cancel, terminate, modify or suspend this Contest at any time.

**Rules; Winners List.** Contest participants agree to abide by the terms of the Form and by the decisions of Clarins Canada Inc., which are final on all matters pertaining to this Contest. Clarins Canada Inc. reserves the right to change the Form or its content at any time.

**Severability.** In the event that any provision of this Form is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Form shall remain valid and enforceable according to its terms. Clarins Canada Inc. and the participants intend that the provisions of the Form be enforced to the fullest extent permitted by applicable law. Accordingly, it is agreed that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

**Special Mention.** This Contest is subject to all Federal, Provincial and Municipal laws and regulations and is void where prohibited. For any person entered into the Contest who is a resident of Québec, any litigation respecting the conduct or organization of the Contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement. Upon entering this contest, all participants release the Sponsors and all their respective employees from any potential liability related to the prizes and the use of the prizes.

**Skill-testing Requirement.** The winners will have to answer this question to claim their prize: In what year was Clarins founded?

Facultative Enrolment to Clarins Canada Inc. Email Marketing Program. For a period of five (5) years,

Clarins Canada Inc. may keep and use the personal information provided below in order to operate its web sites, deliver products-and-services marketing-related emails and materials to you, and to allow you to be eligible to additional promotional contests. Clarins Canada Inc. may compile, store and use this personal information in its databases for its marketing mailing list. You may, at all times, have access to your personal information and require Clarins Canada Inc. to modify or destroy such personal information, in whole or in part.

# PERSONAL INFORMATION NECESSARY TO RUN THE CONTEST:

- First Name, Last Name
- Valid home address
- Valid phone number
- Valid email address