

PRIZE DRAW RULES “SUMMER ROUTINE”

ARTICLE 1: THE PROMOTERS

SHISEIDO UK LTD, a company registered in the United Kingdom, the registered office of which is at 10th floor, The Adelphi 1-11 John Adam Street, London WC2N 6HT, United Kingdom and BEAUTE PRESTIGE INTERNATIONAL under its trade name SHISEIDO EMEA, a company registered in France, the registered office of which is at 56A Rue du Faubourg Saint Honoré, 75008, Paris (hereinafter collectively referred to as the “Promoters”), are organising on the website <https://shiseido.co.uk/summer-routine> (hereinafter the “Site”). The opening date for entries is from 20/07/2022 to the closing date on 10/08/2022 at midnight (UTC +2 time). Entries received after this time will not be valid. The Prize Draw is free to enter with no obligation to buy (hereinafter referred to as the “Prize Draw”), entitled:

“SUMMER ROUTINE”

ARTICLE 2: CONDITIONS OF ENTRY

This Prize Draw is open to individuals over 18 (“Participant(s)”), living in the United Kingdom and who have a valid email address, but excluding personnel (and their families) of the Promoters, members of partner companies, or anyone having contributed towards the organisation of the Prize Draw.

The Promoters reserve the right to ask any Participant to prove that he/she meets these conditions. Anyone who does not meet these conditions or who refuses to do so will be excluded from participating in the Prize Draw.

Should a Participant win a prize in contravention with these rules or through fraudulent or disloyal means, the prize concerned will not be awarded to him/her, without prejudice to any legal action that might be taken against the Participant by the Promoters or third parties.

It shall in particular be considered as fraud for a Participant to enrol and then take part in the Prize Draw under a fictitious name(s) or a name(s) borrowed from one or more third parties. Each Participant should enrol and take part in the Prize Draw under his/her own name. Similarly, the use of processes allowing a mechanical participation in the Prize Draw is prohibited. The breach of these rules will result in the Participant’s permanent exclusion from the Prize Draw and future promotions, prize draws and competitions run by the Promoters.

Participation in the Prize Draw implies full acceptance of these rules which can be found during the Prize Draw on the Site <https://shiseido.co.uk/summer-routine>

ARTICLE 3: HOW TO ENTER

To enter, Participants are invited to go on the Site, and fill in the mandatory fields in the enrolment form: first name, surname, and email address and accept the Prize Draw rules in order to be able to participate in the Prize Draw.

Participants may also accept to receive the Shiseido email newsletter, and provide their date of birth and skin concerns, but this is optional.

After the closing date of the Prize Draw, five (5) winners (from among all the Participants having complied with the Prize Draw rules) will be chosen at random supervised by an independent person.

No email will be sent to those who are unsuccessful in the Prize Draw.

Any participation giving incomplete, wrong or false information will be deemed null. The Promoters reserve the right to verify the winners' details. Any false statement will automatically result in the elimination of the Participant and/or winner.

Only one prize will be awarded per winner.

ARTICLE 4: PRIZES OFFERED

Each of the five (5) winners will be offered his/her Summer routine (one routine per winner), among the bundles hereunder:

- Bundle containing one (1) Ultimune Power Infusing Concentrate, 50 ml, with a value of £83 pounds including taxes, one (1) Clarifying Cleansing Foam, 125 ml, with a value of £39 pounds including taxes, one (1) Treatment Softener, 150 ml, with a value of £50 pounds including taxes, and one (1) SPF30 Compact Suncare, with a value of £35 pounds including taxes

Each prize offered is personal to the winner and cannot be transferred or offered to third parties without the agreement of the Promoters.

Winners will be informed of their win by email only within three weeks following the end of the Prize Draw. They should validate their win by providing their postal delivery address and phone number by email within two weeks of the date of receiving the email informing them of their prize.

Without response from a winner within two weeks, the winner would lose the benefit of his/her prize with no possibility of appeal.

The prize will be sent by post to the address indicated by the winning Participant on validation of the win by email. It will be sent within 45 days as of the date of the validation email. Any prize that cannot be distributed as a result of an error or omission in the Participants' details, a change in their details or for any other reason attributable to the winner, or any prize not claimed by the winner within the given timeframe by the Post or delivery service or returned to the Promoters due to non-delivery will be considered as lost and will not be put back into the Prize Draw. The prize cannot be claimed by the winner at a later date.

The Promoters may, if they are forced by circumstances beyond its control, replace one (or several) of the announced prize(s) by another prize of similar value and the Promoters shall not be held liable for this substitution.

In no event shall any financial consideration be claimed for the substitution of the prize offered which cannot be returned or exchanged.

The Promoters shall not be held liable for the use, or trading, of the prizes made by the winners.

The decision of the Promoters regarding any aspect of the **Prize Draw** is final and binding and no correspondence will be entered into about it.

ARTICLE 5: CONTROLS AND RESERVES

In the event of a case of force majeure, the Promoters in particular reserve the right to shorten, extend, suspend, alter or cancel the Prize Draw. The changes will however be notified in advance by any appropriate means.

The Promoters shall not be held liable in the event of any malfunctioning of the internet network preventing access and/or the smooth running of the Prize Draw, namely as a result of external malicious acts.

More especially, the Promoters shall not be held liable for any material or consequential damage, caused to the Participants, their IT equipment and data stored therein and the consequences that might affect their professional or commercial activity.

Furthermore, the Promoters shall not be held liable in particular if the data Participant's entry does not reach it for any reason (e.g., problem with the connection to the Internet for any reason whatsoever at the user's address, temporary failure of the servers for any reason whatsoever, etc.) or is illegible or impossible to process (e.g. if the participant owns computer equipment or has a software environment that is inadequate for his entry, etc.)

The Promoters also reserve the right to carry out any controls it might deem necessary.

Entries that do not comply with the rules will not be able to take part.

In the event of dispute, a proof of identity may be requested. Participation in the Prize Draw is strictly personal.

The winner authorises the Promoters, to use for promotional or advertising purposes his surname, forename and address, and to publish them on any media it might consider appropriate but the Promoters will not be obliged to do so.

In particular, the surnames and forenames of the winners may be published on the Site. The Promoters reserve the right to take legal action anyone who has committed fraud or attempted fraud.

ARTICLE 6 – COST OF PARTICIPATION

Participation in the Prize Draw is without any obligation to buy.

Given that many internet service providers offer their customers free of all-inclusive internet services, it is expressly agreed that any access to the Site in order to participate in the Prize Draw shall not give rise to any refund. Indeed, Participants subscribe to internet services for their use of internet in general and they do not have to bear any additional cost in order to participate in the Prize Draw.

ARTICLE 7: ACCEPTANCE OF THE PRIZE DRAW RULES

Participation in this Prize Draw implies the full and entire acceptance of these rules. Any additions, or in the event of force majeure, any alterations to these rules may be published during the Prize Draw.

ARTICLE 8 – PERSONAL DATA PROTECTION

The personal data of the Participants are collected by the Promoters to administer the Prize Draw according to the terms and conditions defined in these Prize Draw rules and in the Privacy Policy accessible at <https://www.shiseido.co.uk/gb/en/privacy-notice.html>.

The Promoters must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoters will send the surname and county of prize winners to anyone who emails contact@shiseido.co.uk or writes to Beauté Prestige International – Consumer Service - "SHISEIDO Summer Routine Prize Draw" 56A rue du Faubourg Saint-Honoré, 75008 Paris (enclosing a self-addressed envelope) within one month after the closing date. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Data Protection Officer as set out below. In such circumstances, the Promoters must still provide the information and winning entry to the Advertising Standards Authority on request.

The Promoters may share the Participants' personal data with third-party vendors, agencies, or contractors hired by the Promoters to help run the Prize Draw. Such third parties are only allowed to use the personal data for the specific tasks for which they have been hired by the Promoters, and for no other purpose.

The personal data will be retained for the period necessary to fulfil the purposes outlined in this Article 8.

In accordance with the applicable legislation, the Participants have a right to access, rectify and erase the information the Promoters have about them. The Participants also have the right to object to the processing of their personal data for legitimate reasons, however in this case, the Participants will not be able to participate in the Prize Draw.

The Participants can exercise their rights by contacting the Promoters via this [form](#) or at the following address:

Data Protection Officer
Shiseido EMEA
56 A, rue du Faubourg St Honoré
75008 Paris
France

To protect the confidentiality of the Participants' information, the Promoters will ask the Participants to verify the Participants' identity before proceeding with any request the Participants make under these rules. If the Participants have authorized a third party to submit a request on their behalf, the Promoters will ask them to prove they have the Participants' permission to act.

ARTICLE 9 – INTELLECTUAL PROPERTY

The images used on the Site, the items represented, the trademarks and corporate names mentioned, the graphic and IT elements and the databases forming the Site are the exclusive property of their respective holders and shall not be extracted, reproduced, represented or used without the written permission of the latter subject to civil or criminal proceedings.

ARTICLE 10 – DISPUTES AND GOVERNING LAW

The Prize Draw, the Site and the interpretation of these rules are subject to English law.

Any claim regarding the Prize Draw, the Site and the interpretation of these rules should first be sent to: Beauté Prestige International – Consumer Service - "SHISEIDO Summer Routine Prize Draw" 56A rue du Faubourg Saint-Honoré, 75008 Paris, within 30 (thirty) working days as of the end of the Prize Draw.

Should the disagreement persist, any dispute arising in connection with this Prize Draw will be referred to the competent jurisdictions.