

# vOfficial BEAUTY CONFIDENTIAL OPERATION

## Summary:

LABORATOIRES FILL-MED (hereinafter "**FILL-MED**"), a simplified joint-stock company (SAS) with share capital of €3,543,570, registered with the Paris Trade and Companies Register under number 811 667 963 and whose registered office is located at 2 rue de Lisbonne 75008 Paris, is organising an international operation aimed at consumers worldwide and entitled "**BEAUTY CONFIDENTIAL**" OPERATION.

This Operation is for all consumers wishing to share their experience, objective thoughts and feelings about aesthetic medicine (hereinafter the "**Participants**").

The *Operation* will consist in the submission by the Participants of their personal testimony about aesthetic medicine. FILL-MED will select the testimonies that best match with FILL-MED's view of aesthetic medicine and publish them on its Website and Social Networks (hereinafter "**Operation**").

The Operation offers to Participants the opportunity to submit their testimony written in their own language (hereinafter the "**Testimony(ies)**"), online, on the website <https://fillmed.com/beautyconfidential/> (hereinafter the "**Website**").

The Testimonies will be published by FILL-MED on its Website after prior validation by FILL-MED. FILL-MED shall have the right to make minor corrections to and to translate the testimonies into English before publication, without change to their substance.

Among the published Testimonies, FILL-MED will once a week between March 15<sup>th</sup> 2022 and September 15<sup>th</sup>, 2022, select a Testimony according to its own criteria those most fitting with FILL-MED's values and views on aesthetic medicine. The concerned Participant will be granted with a selection of FILL-MED's professional cosmetic products from the range SKIN PERFUSION. Otherwise, at the end of the Operation, FILL-MED will discretionarily select several Participants, according to its own criteria, which will be proposed to participate to a shooting session under conditions yet to be defined by FILL-MED. (hereinafter the "**Prizes**").

In September and October 2022, FILL-MED will publish, according to its own criteria, the most inspiring and interesting Testimonies on its social networks (FaceBook, Instagram, Twitter, LinkedIn, etc.) (the "**Social Networks**").

## Operation Rules:

By participating to the Operation, you expressly agree to be bound by these Official Rules and conditions (hereinafter "**Official Rules**").

### I. Eligibility

The *Operation* is open to all person aged of 18 and plus having legal capacity (hereinafter the "**Participant(s)**").

By registering, you declare that you meet the eligibility criteria.

### II. How to participate

1 - Visit the Website accessible at the following URL address <https://fillmed.com/beautyconfidential/>, follow the instructions. The said website consists of an information page, a page for the registration of Participants a page to upload of the Testimonies and a page dedicated to their publication.

2 - Regarding registration, the Participant must connect to the Website and complete the registration form;

3 - Click on the button confirming that you have read – and agree to – these *Official Rules*.

4 - Draft the Testimony via the dedicated page on the Website, then click on the button to submit their Testimony;

The registration/submission/ Operation duration period will be opening on **March 15<sup>th</sup> 2021 at 09:00mn01s (GMT+1)** and will close on **December 31<sup>st</sup> at 17:59mn59s (GMT +1)**.

The confirmation will act as an acknowledgement of receipt. Only one (1) submission of Testimony per Participant will be considered.

### **III. Conditions of participation**

Only one (1) Testimony is allowed per Participant for the duration of the Operation.

#### **a) Conditions of admissibility of the Testimony**

The following types of Testimonies will be considered inadmissible. Those which:

(i) include vulgar, obscene, indecent, sexually explicit, insulting, hateful, threatening, harassing or otherwise inappropriate wording;

(ii) could be defamatory towards any natural or legal person;

(iii) infringe on the intellectual property rights of any natural or legal person;

(iv) contain brand names or trademarks;

(v) could be inappropriate for any other reason at the sole discretion of FILL-MED and its authorised representatives.

(vi) it could damage the reputation, image and/or values of FILL-MED;

(vii) it does not comply with the applicable regulations and legislation.

#### **b) Testimony validation and publication**

The Testimony provided by each Participant will be subject to an initial screening to check their compliance with the above conditions.

Non-compliant Testimony and Participants will be disqualified.

The Testimony will be published together with the first name, picture, age and country of the Participant.

It shall fall to FILL-MED and any party acting on its behalf to decide whether or not to publish the Testimony.

The selection of the winning Participants remains the exclusive prerogative and responsibility of FILL-MED according to its own criteria.

**c) Rights, indemnification, representations and warranties relating to photos and videos**

As a condition of your eligibility to participate in the Operation and earn the prizes, subject to applicable laws, each Participant declares, for him/herself/themself and on behalf, that he/she/they:

- (i) undertakes to ensure that the Testimony added at the time of their registration is an original creation, at the very least not infringing on the rights of any third party whatsoever and on any basis whatsoever, having never been the subject of any publication, order (in particular as a work for hire) or commitment within the framework of a catalogue or any other obligation towards a third party;
- (ii) has the requisite authority to grant the permissions and rights set forth herein and certifies that no further authority is required to grant such rights;
- (v) shall be personally responsible for any claim and/or proceedings, whatever the form, purpose or nature thereof, brought against FILL-MED, its rightful claimants and authorised representatives (including in particular its advertising, promotion and public relations agencies), which is directly or indirectly connected with the creation and/or use of the Testimony and to hold them harmless, including with regards to reasonable consultancy fees.
- (vi) accepts all the conditions stipulated above and is fully aware that in the event of legal proceedings being brought against FILL-MED, its rightful claimants and authorised representatives (including in particular its advertising, promotion and public relations agencies), as a result of the use of the Testimony, the latter would have the right to call on the Participant as a guarantor. FILL-MED reserves the right to withdraw, if necessary, any Testimony from the Operation that is the subject of a claim by a third party, thereby automatically cancelling the participation of the Participant for the Testimony concerned.

**d) Exclusive rights of use granted to FILL-MED**

- (i) By registering, submitting the Testimony and participating in the Operation, each Participant declares that he/she/they authorises FILL-MED, its successors and authorised representatives (including in particular its advertising, promotion and public relations agencies) on an exclusive basis to hold, publish, reproduce, broadcast, communicate to the public and exploit the Testimony.

This authorisation for use is granted for the reproduction of the Testimony on the Website and Social Media.

The authorisation is granted for a period of eighteen (18) months from the date of approval of the registration of the Participant concerned and for the territory of the whole world, without entitling the Participant to any financial compensation.

- (ii) In addition, as a Participant, you agree that the photo and personal information (age, first name, country) provided during the Operation or provided by you to FILL-MED, may be published by FILL-MED together with your Testimony for a period of eighteen (18) months, without any financial compensation being paid to you.

Each applicant releases FILL-MED from any obligation or liability arising from such uses.

**e) Authorisation for use on social media**

The participants authorise FILL-MED to publish their first name, country of residence and Photograph on its Website and Social Media (Instagram, Facebook, LinkedIn, Twitter, etc.).

## **IV. Personal data**

**a) Personal data collected and processed by FILL-MED**

As part of your participation in this Operation, FILL-MED may need to collect and process some of your personal data such as: surname, first name, age, country of residence, nationality, registration numbers, email address and photo.

FILL-MED undertakes, in its capacity as data controller, to process your personal data within the context and the limits of the Operation and in compliance with French law no. 78-17 of 6th January 1978 relating to information technology, files and freedoms (hereinafter referred to as "**the Applicable Law** ").

**b) The legal bases of the processing implemented**

In accordance with the Applicable Law, the aforementioned processing is supported by specific legal bases. Thus, at the time of your registration, your express consent was required in order to carry out a specific processing. In addition, FILL-MED may have a legitimate interest justifying the processing of your personal data, such as ensuring that you are not a minor and duly eligible to be a Participant. In any event, FILL-MED ensures that the processing in question is indeed necessary for the realization of its legitimate interest and evaluates the consequences of this processing for you, in particular taking into account the nature of the personal data processed and the way in which they are processed.

Finally, in the event of a win, your personal data will be necessary for the performance of a certain number of processing operations related to the Prizes awarding.

**c) The purposes of the processing**

The processing of your personal data is necessary for the purposes of:

- enabling your registration and participation in the Operation;
- enabling email communication with Participants;
- verifying that you are not a minor;
- verifying your identity;
- sending you our Newsletter (if agreed);
- sending you commercial canvassing (if agreed);

**d) The storage of your personal data and its retention period**

Your personal data will be stored for a period of three (3) years from your registration.

FILL-MED takes all precautions to preserve the security of your data, in particular to prevent its disclosure to unauthorised third parties. As such, FILL-MED takes all necessary measures to secure its IT systems and those of its subcontractors.

**e) Recipients or categories of recipients, if any**

FILL-MED may share your personal data with the partners involved in the organisation of the Operation, exclusively for this purpose.

**f) Your rights**

In accordance with the Applicable Law, you may, at any moment, take advantage of the following specific rights:

- Accessing your personal data, in particular the following information:
  - purposes of processing;
  - categories of personal data;
  - recipients and categories of recipients to whom your personal data has been or will be disclosed;
  - retention period for the personal data;
  - the right to lodge a complaint with the competent authority (the CNIL);
  - where the personal data was not collected from you directly, any information available as to its source;
  - the existence of automated decision-making, including profiling;

- whether your personal data is being transferred to a country outside the European Union and the right to be informed of appropriate safeguards put in place in relation to such a transfer;
- Rectifying your personal data insofar as it is inaccurate and/or incomplete;
- Erasing your personal data, when:
  - they are not necessary for the purposes for which they were collected or otherwise processed by FILL-MED;
  - you have withdrawn your consent and there is no other legal basis for the processing;
  - you have exercised your right of opposition and there are no compelling legitimate grounds for the processing;
  - the personal data has been the subject of unlawful processing;
  - the personal data must be erased to comply with a legal obligation.
- Limit the processing of your personal data when:
  - FILL-MED is verifying the accuracy of the personal data following any dispute raised by you regarding the accuracy of this data;
  - the processing is unlawful but you object to the erasure of your Data and instead demand that the processing of your Data be restricted;
  - FILL-MED no longer requires your Data but it is still required for the establishment, exercise or defence of legal claims;
  - you have objected to the processing and FILL-MED is checking whether the legitimate grounds invoked prevail over the alleged grounds.
- Requesting the portability of your personal data, i.e. to receive your data in a structured, commonly used and machine-readable format, when:
  - the processing is based on your consent;
  - processing carried out involves automated procedures.

- Objecting to the processing of your personal data, at any time, for reasons relating to your particular situation. In this case, FILL-MED will no longer process your personal data, unless FILL-MED demonstrates that there are compelling and legitimate grounds for the processing that override your interests and your rights and freedoms.
- Communicating instructions to us relating to the retention, erasure and communication of your personal data after your death, which may also be registered with a certified trusted digital third party. These guidelines, which amount to a kind of "*digital will*", may designate a person responsible for their execution; otherwise, your heirs will be appointed;

You can exercise all the aforementioned rights by contacting FILL-MED:

- Either by post to the following address: LABORATOIRES FILL-MED, Service en charge de la gestion des données personnelles, 2-4 rue de Lisbonne, 75008 Paris, France;

- Or by e-mail to the following address: [dpo@ydes-avocats.com](mailto:dpo@ydes-avocats.com).

Specifying your surname, first name and postal address in the event of difficulties in relation to the management of these personal data.

For more information, visit: <https://edps.europa.eu/en>.

## V. Selection of the winners

### a) Selection criteria

Each Participant must be at least 18 years on the date of submission of its Testimony.

The Participants register on the Website and complete their "*profile*" form by filling in the form dedicated to this purpose.

Selection of the monthly winner will be every first Friday of the month between March 15<sup>th</sup> 2022 and September 15<sup>th</sup>, 2022.

### b) Selection process of the winners

- The winners will be contacted by email.

Each winner shall have a period of seven (7) calendar days from receipt of the aforementioned email to confirm their acceptance of the Prize and provide FILL-MED with all information necessary to that latter to organize the delivery of the Prize.

If the relevant information are not sent within the aforementioned period, the winner shall be deemed to have refused the Prize referred to in article 6 of these Rules.

Failing to provide the aforementioned information, they participation to the Operation will be null and void and they will not be able to receive the Prize provided for in article 6.

## **VI. The prizes awarded to the winners**

The prize awarded to the winners is made up of the following:

- ➔ Monthly winner: Mix of Products from the SKIN PERFUSION range;
- ➔ End of the Operation: One winner will be granted with a free of charge beauty treatment in a beauty institute using the SKIN PERFUSION products in its country of residence. If not possible, such Participant will be granted with a selection of SKIN PERFUSION Products.

## **VII. Disqualifications**

FILL-MED reserves the right to disqualify and/or exclude any Participant, at its sole discretion, in the event of, for example, a false declaration to FILL-MED, a breach of these Official Rules, an untimely intervention in the registration process or the selection of the winners, or if FILL-MED considers that a Participant is inappropriate in relation to its brand image.

In particular, any behaviour by a Participant which is immoral, likely to tarnish the reputation, credit or brand image of FILL-MED, which is insulting or hurtful to any substantial community group, likely to harm the success of FILL-MED and/or its products, services or activities, or which is contrary to or incompatible with the image of FILL-MED and its products, shall constitute grounds for disqualification.

## **VIII. Liability and dispute resolution**

FILL-MED may not be held liable if, for reasons beyond its control or if circumstances so require, the Operation is shortened, extended, postponed, modified or cancelled.

FILL-MED shall not be held liable for any fact that is not attributable to it, in particular in the event of the failure to arrive of e-mails, poor functioning or interruption of communications or telephone lines, unavailability of the website, technical failure, malfunctioning of the Internet network, interruptions, delays in data transmission, any technical, hardware or software failure of any kind whatsoever that has prevented or limited the possibility of participating in the Operation or has damaged a Participant's system.

It is the responsibility of each Participant to take all appropriate measures to protect their own data and/or all software stored on their computer equipment against any attack. Any person's connection to the Website and participation in the Operation is undertaken under the full responsibility of the Participants.



It is strictly forbidden, by any means whatsoever, to modify or attempt to modify the Operation systems, in particular in order to modify the results or any element determining the outcome of the Operation and its winners. FILL-MED reserves the right to exclude from the Operation and to prosecute any person who has cheated or disturbed the smooth running of the Operation.

ANY DELIBERATE ATTEMPT BY ANY OTHER PERSON TO DAMAGE, DISCARD, ALTER OR VANDALISE THE WEBSITE <https://fillmed.com/beautyconfidential/> ASSOCIATED WITH THE OPERATION OR TO ALTER THE CASTING DECISION CONSTITUTES A VIOLATION OF CRIMINAL AND/OR CIVIL LAW. IF NECESSARY, FILL-MED RESERVES THE RIGHT TO INSTIGATE LEGAL ACTION AND TO IMMEDIATELY ASSERT ITS RIGHTS.

The Operation, the Official Rules and their interpretation are subject to French law.

Any question relating to the application and/or interpretation of these Official Rules shall be decided exclusively by FILL-MED in accordance with the applicable French legislation.

To be admissible any dispute relating to the Operation must be made within a maximum period of thirty (30) days from the closing date of the Operation.

In the event of persistent disagreement relating to the application and/or interpretation of these Official Regulations, and in the absence of an amicable agreement, any dispute shall be submitted to the competent jurisdiction of the Paris Court of Appeals.

## **IX. General provisions**

By participating, you agree to be bound by these Official Rules and the decisions of FILL-MED, which shall be final and irrevocable in all respects.

Failure or refusal to comply with these Official Rules may lead to disqualification from the Operation. FILL-MED reserves the right to amend these Official Rules or to suspend, modify or cancel the Operation, or any part thereof, at any time, at its sole discretion and without notice, in the event of circumstances disrupting the planned implementation of the Operation.

Dates and times are indicative and subject to change by FILL-MED at its sole discretion.

In case of occurrence of an event of force majeure or of disorders in the organisation of the Operation or Prizes awarding linked to the COVID-19 outbreak (e.g: Travel Ban, etc.), FILL-MED reserves its rights to suspend or cancel them, or to withdraw candidates in case of impossibility due to sanitary measures in force in France and/or in foreign countries.

No oral or telephone requests regarding the interpretation or application of these Official Regulations will be answered.

## **X. Contact information**

The Operation is organised by FILL-MED. Any questions or comments related to the Operation should be addressed to: LABORATOIRES FILL-MED, BEAUTY

CONFIDENTIAL OPERATION, 2-4 rue de Lisbonne, 75008 Paris, France,  
and/or [contact@fillmed.com](mailto:contact@fillmed.com) .