

Rules for the Competition  
**"SPRING IS HERE"**

Kiko U.K. Ltd, VAT GB111109968 whose registered office is 5th Floor Mutual House 70, Conduit Street Mayfair, London W1S 2GF, UK hereinafter referred to as the "**Promotion Company**") is organizing a competition called "SPRING IS HERE" (The "**Competition**").

Entry into the Competition is free and no purchase is necessary, however the Competition requires participants to have access to the internet via their mobile device and their own Instagram account which is subject to Instagram's own terms and conditions.

By entering into the Contest, participants will be deemed to have agreed to be bound by these Competition Rules available at <http://www.kikocosmetics.com/en-gb/new/spring-collection/kiko-spring-contest.html>

**About the Competition:**

The concept of the Competition is for Entrants to share via their Instagram account a photo of themselves with a friend (a selfie) with their mobile device (e.g., smartphone, tablet) *of their look inspired to Fashion Weeks* theme ("Submission").

**How to enter the Competition:**

The Competition will run from 00.00 CET on 15 February to 23.59 CET on 10 March 2017.

To enter the Competition Entrants must access the Instagram application on their mobile device, follow the Instagram account @kikomilano and post their Submission including the required hashtag #KIKOSpring by 23.59 CET on 10 March 2017.

Each Submission must comply with the requirements set out in the section named "Submission requirements" below.

Entrants will receive one (1) entry into the Competition for completing the uploading of a valid Submission via their Instagram account in accordance with these Rules.

Entrants must have an Instagram account and must make sure the "Photos Are Private" option in the account settings on their Instagram account are set to "OFF". If Entrants do not have the Instagram app, they may download it through the application store on their device. The Instagram app is free.

By entering the Competition using a mobile device, standard data fees may apply. Entrants should consult their mobile service provider's pricing plan for details. Entrants agree to incur any and all charges demanded by their mobile carrier.

Entrants may submit more than one Submission, however they are not permitted to submit the same Submission more than once during the Competition. Duplicate Submissions by the same person will be subject to disqualification, as determined by the Promotion Company in its sole and absolute discretion.

**Restrictions:**

All Entrants must be aged 18 years old or over.

Limit one (1) Prize per person/Instagram account.

Employees of the Promotion Company and other people involved in the organisation and management of the Competition may not enter the Competition.

**Prizes:**

There will be twenty (20) prizes awarded as part of the Competition and these will be awarded in accordance with the section named "The method for awarding prizes" below.

Each prize consists of a set of the limited edition of Kiko Matte for you and it will include 1 Extreme Volume Effect Mascara Kit, 1 More Colour Lipstick, 1 3IN1 Kabuki Brush, 1 More Colour Lip Liner, 1 Multicolour Glitter Eyeliner, 1 Natural Colour Blush, 1 Natural Colour Bronzer, 1 Natural Colour Highlighter - ARP approx. €102,60.

### **Submission requirements**

A Submission must meet the following requirements to allow entry into the Competition:

- The Submission must be in a format compatible with Instagram and in accordance with Instagram's own terms and conditions;
- No people other than the Entrant and one friend may appear. The Entrant must have the consent of the friend featured in the Submission to submit the Submission to the Competition
- The Submission must be clear and visible once uploaded;
- The Submission must be an original work and must not be taken from material found online or from other sources;
- The Submission must not infringe another person's or entity's copyright, trademark, moral right, right of privacy or publicity, or other intellectual property right;
- The following must not appear: other products from competing brands or phrases or objects which are irrelevant to the Competition.
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, libellous, promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Promotion Company reserves the right to reject or disqualify any Submission which, in its sole discretion, it determines to be inconsistent with the spirit of the Competition or is potentially damaging to either the Promotion Company, the Competition's, or any other third party's image or reputation; and
- If the Promotion Company decides to reject or disqualify the Submission as it is found to be contrary to these Rules, the Entrant shall lose his/her chance of winning one of the prizes on offer under the Competition.

### **Entrant liability with regard to their Submission:**

By entering the Competition, Entrants accept these Rules in their entirety and declare that:

- a. they are the author and owner of all copyright and intellectual property rights in the Submissions and that Submissions have not been copied or reproduced from any source;
- b. no persons below the age of 18 appear in the Submission;
- c. the Submission does not contain material that is unlawful, in violation of or contrary to the laws or regulations of England and Wales or of any jurisdiction where Submission is created;
- d. they undertake to grant to the Promotion Company a non-exclusive, royalty free licence to use, adapt, publish, modify, distribute, reproduce and display the Selfie in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, including, but not limited to, on any and all Internet media, including in the Competition Instagram channel, on Promotion Company's website or related websites and other social networking platforms (i.e., Facebook, Twitter, YouTube, Pinterest etc.), for any purpose whatsoever, including for promotional, advertising or marketing purposes (except where prohibited by law), until such time as the Entrant chooses to revoke such rights.
- e. they are wholly liable for the Submission uploaded and will consequently indemnify the Promotion Company against any liability it incurs as a result of the Submission failing to comply with the conditions set out in these Rules; and

- f. they agree to take part in any reasonable publicity required by the Promotion Company, should they win one of the prizes available under the Competition.

Each Entrant also consents to the Promotion Company doing (or omitting to do) any act in respect of Entrant's Submission that may otherwise constitute an infringement of the Entrant's moral rights.

Each Entrant acknowledges that other Entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in Entrant's Submission. Each Entrant understands and agrees that he/she shall not have any claim against any other Entrant or Promotion Company arising out of any such similarity or be entitled to any compensation because of any such similarity.

The Promotion Company may at its sole and absolute discretion, publish some Submissions in its Instagram channels, other social networks, web site or any other media.

Each Entrant accepts that breach of any of the conditions of these Rules shall entitle the Promotion Company to immediately remove the Entrant and/or his/her Submission from the Competition.

**The method for awarding prizes:**

On or about 15/03/ 2017 a diverse panel of judges, selected by the Promotion Company, will evaluate all valid Submissions correctly submitted in accordance with these Rules based on relevance to the topic, originality, creativity and aesthetics.

The twenty (20) Submissions with the highest score based on the criteria listed above will be deemed to be the winners of the Competition.

The decision of the judges is final and binding with respect to all matters relating to the Competition.

A list of the winners is available on written request to the Promotion Company. The full names of the judges are available on written request to the Promotion Company.

In the event of not enough Entrants in the Competition, the Promotion Company reserves its right not to award said prizes or to award fewer than 20 prizes at its absolute discretion.

**Notification to the winners**

The winners will be notified of their win by sending a direct (private) message over Instagram requesting their complete contact details.

The winners will have 7 (seven) calendar days from being notified of their win to reply to the notification message accepting the Prize and providing all the information requested.

If any potential winner within 7 (seven) calendar days of first notification attempt cannot be contacted following a reasonable number of attempts, fail to provide the information requested, if any Prize or Prize notification is returned as undeliverable, if potential winner rejects his/her Prize, or in the event of noncompliance with these Competition Rules and requirements, such Prize will be forfeited and may be awarded to a runner-up.

The first runner-up with the highest score will be contacted in the same manner as described above and, if necessary, the process repeated until the prize is finally awarded to a runner-up.

In the event that having followed the awarding process described above, a prize cannot be given to a winner or runner-up, the Promotion Company reserves its right not to award said prize.

Upon prize forfeiture, no compensation will be given.

The Promotion Company reserves the right to require winners to provide a valid form of identification proving their age and identity before receiving their prize. Any identity verification document produced must be in the name of the person who has entered the Competition.

**Personal Data:**

Any information, including any personal data, on Entrants gathered during the Competition will be held and used by the Promotion Company, the companies belonging to their group, their suppliers and/or



contractors necessary to administer the Competition, and otherwise in accordance with the KIKO Group Privacy Policy found at: <http://www.kikocosmetics.com/en-gb/secure-purchases/privacy-policy.html> (the "Privacy Policy").

By participating in the Competition, Entrants hereby agree to the Promotion Company's collection and usage of their personal information and acknowledge that they have read and accepted the Promotion Company's privacy policy.

**General:**

This Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram. Instagram bears no liability with regards to those taking part in this Competition.

All terms and conditions of Instagram apply.

Promotion Company reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Competition should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Competition. In such case, Promotion Company may select the winner from all eligible Submissions received prior to and/or after (if appropriate) the action taken by the Promotion Company.

Promotion Company may prohibit an Entrant from participating in the Competition or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Competition by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick Entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Promotion Company representatives.

Multiple Entrants are not permitted to share the same Instagram account.

Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorized account holder will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an account by Instagram. Each potential winner may be required to show proof of being the authorized account holder.

The Promotion Company is not responsible for any technical problems or human error that may result in a photo not being received or being lost or damaged or for any destruction or alteration of, or unauthorized access to, Competition registrations and entries. Proof of submission will not be deemed to be proof of receipt by the Promotion Company.

The Promotion Company reserves the right, at any time, to verify the validity of Submissions and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Submission that is not in accordance with these Rules.

The Promotion Company shall make the name of the prize winners available upon an Entrant's request until 30/04/2017.

Save where the Promotion Company has been negligent, the Promotion Company shall in no way be liable for any injuries, losses, damages or expenses suffered or incurred by any winner of the Competition, as a direct or indirect result of participating in this Competition and/or accepting a prize.

The Promotion Company's decision is final. No correspondence will be entered into except with the winners to notify them that they have won and to provide the prizes.

In case of Discrepancy between the English and the translated versions of these Rules, the English version prevails.

The prizes quoted are subject to availability and, in the event of unforeseen circumstances, or circumstances outside of the Promotion Company reasonable control, the Promotion Company reserves the right to amend, withdraw or substitute any part of this Competition and/or prize for an alternative arrangement of equal or greater value.



The prize is not transferable, and no cash or other alternative arrangements will be offered.

Winners will be solely responsible for all applicable taxes relating to their Prize.

The Approximate Retail Value ("ARV") of any prize listed is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Contest Rules, and the date the prize is awarded or redeemed. If the actual purchase price of a prize is less than the ARV stated herein, the prize winner will not be entitled to a cheque, cash or other form of payment for the price difference.

Failure by the Promotion Company to enforce any of its rights at any stage does not constitute a waiver of those rights.

If any section of these rules shall be found to be void or contrary to law, such section shall be considered invalid, but all unaffected sections shall remain in effect.

These rules shall be governed by the laws of England and Wales and the courts of England shall have non-exclusive jurisdiction.