

## CONTEST RULES AND REGULATIONS

### « MAN OF TODAY FILM CONTEST »

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

#### Article 1: Organization

COTY S.A.S. a French société par actions simplifiée with its registered offices at 14, rue du Quatre Septembre, 75002 Paris, FRANCE, registered with the Register of commerce and companies of Paris, under number 394 710 552 hereinafter referred to as the "Sponsor") is running, via its agency HOPSCOTCH, on the website Man-of-today.com (hereinafter the "Site"), a contest for the realization of mini-films intended for eligible students of schools , universities and young talents from the cinema industry between 18 and 30 years old, within the framework of a promotional campaign "MAN OF TODAY" (hereinafter the "Contest").

The participation of the Contest will run from 12:00:01 AM ET on October 12, 2020 to 11:59:59 PM ET on November r 23, 2020 inclusive (the "Contest Period").

#### Article 2: Conditions relating to participants

This Contest is open to all eligible full or part-time film school students and young talents not under contract with filmmaking companies under 30 years old.

Participants must between 18 and 30 years old. Excluded Individuals : Participation in the Contest is excluded for permanent and temporary staff members (employees, officers or directors) of the Sponsor or persons/providers who have participated in the realization of the Contest as well as their family members and members of the same household (whether related or not).

The Contest is without obligation to purchase.

Participation to the Contest is strictly nominative and limited to one entry per person.

Participation to the Contest implies and entails unreserved acceptance of the Rules and Regulations in their entirety as well as the rules of ethics in force on the Internet. Failure to comply with these conditions will result in the nullity of the participation. Void outside of the 50 United States, the District of Columbia, and where prohibited, taxed or restricted by law.

#### Article 3: Description of the Contest

##### 3.1 Terms and conditions of participation

To participate to the Contest, the participant must:

- Read the rules and regulations on the Site (Man-of-today.com)
- Respect the production guidelines imposed by the Contest
- Produce a mini film highlighting his/her vision of The Man of today : the film must showcase 2 facets of the chosen "Man of today".

- Publish the video on Vimeo in order to manage a link to upload it on the contest Site.

The Contest is open until 11:59:59 PM ET on November 23, 2020, the winners of the contest will be informed by email or by phone as set forth in these Official Rules. All entry information and films/videos shall be collectively referred to herein as the "Contributions" or each, a "Contribution."

By entering, each entrant warrants and represents the following with respect to entrant's Contribution: (a) entrant is the sole and exclusive owner of the Contribution; (b) the Contribution will not infringe on any rights of any third parties; and (c) the Contribution has not previously been published.

The participant is solely and entirely responsible for the content of the Contribution. As such, he undertakes not to use any element infringing the personality rights of third parties and declares that he has obtained prior authorization from any third party whose image or name appears in the Contribution.

The Sponsor reserves the right to exclude from the Contest any person who does not fully comply with these rules and production guidelines. All federal, state and local laws and regulations apply.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

### **3.2 Requirements for the Contribution submitted by the Participant**

- **Theme:**

The Contribution should consist of the realization of a mini film on the entrant's vision of the Man of Today.

- **Eligible Contributions to the Contest:**

All mini-film of a maximum of 1 minute in length made by students or young talents from 18 to 30 years old who do not have a contract with film production companies are eligible for the Contest, subject to the eligibility requirements set forth herein.

Participants must reside in the United States and have a mailing address.

The Contest is open to non-American nationals, as long as they legally reside in the United States and have a United States mailing address.

- **Terms and conditions of the Contribution:**

The Contribution must be previously published on a Vimeo hosting platform as set forth above. The web link to the Contribution must be filled in by the Participant in its participation form accessible on the Website.

Further, by entering, each entrant agrees that entrant's Contribution conforms to the Contribution Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Contribution and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant's Contribution fails to conform to the Guidelines and Restrictions.

**Contribution Guidelines and Content Restrictions:**

- The Contribution must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Contribution must not disparage Sponsor or any other person or party;
- The Contribution must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Contribution must not contain material that 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 Contribution must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Contribution is created;
- The Contribution must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

The Contribution must be submitted to the Sponsor no later than November 23rd.

Each Contribution shall then be submitted to the Sponsor for prior validation before any final publication on the Website.

The Contributions shall be placed online on the Site as they are received and shall be viewable free of charge to Internet users only by streaming, without the possibility of downloading, and throughout the world.

Each Contribution shall be viewed by the Sponsor before being put online; any Contribution that does not comply with the conditions set forth in these rules shall be excluded from the Contest.

The names of the participants of the Contest shall be made public as soon as the Contribution is published on the Website.

It is up to the participant to bear the costs of all the elements related to the realization of his Contribution (sets, shooting locations, technique, etc.).

By the present rules, the participant acknowledges that he/she is participating in the Contest of his/her own free will and undertakes not to claim any financial compensation of any kind as remuneration for this participation.

#### **Article 4: Designation of winners**

A selection of 20 videos will be made initially:

- 10 videos selected thanks to the votes of the public directly from the website. Voters can vote for one or several Contribution(s) throughout the Public Voting Period (October 15th to 23rd of November 2020). Multiple voters are not permitted to share the same email address. Any attempt by any voter to submit more than the stated number of votes by using multiple/different email addresses, identities or any other method will void that voter's vote. The use of robotic or automatic devices for voting is prohibited, and Sponsor reserves the right to nullify any and all such votes and to disqualify from voting the responsible individual. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including engaging in vote-farming or vote-exchanges or offering prizes or other inducements to members of public, as determined by Sponsor, in its sole discretion and Sponsor reserves the right to nullify any and all such votes and to disqualify from Contest the responsible entrant. The 10 contributions
- with the highest number of votes at the end of the Public Voting Period will be deemed the potential Public Finalists (subject to confirmation).
- 10 videos selected by an American director, to be judged based on the following equally-weighted judging criteria ("Judging Criteria"): the respect of the present rules, the respect of the "MAN OF TODAY" theme, the highlighting of the two facets of a man, the respect of the guidelines (downloadable from the Site) and the use of the graphic kit. The originality and creativity of the contribution may also be a selection criteria. In the event of a tie, the highest score in the creativity will determine winner. The 10 contributions with the highest scores from the judging will be deemed the potential Director Finalists (subject to confirmation). By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

Three (3) Final Winner(s) are designated by vote of the jury at the end of the Contest based on the Judging Criteria as applied to the Public Finalists and the Director Finalists. The members of the jury are chosen by the Sponsor in complete autonomy and at its sole discretion.

The jury's decision is final and without appeal and is at its sole discretion.

The Winners shall be informed, by any means, within a maximum period of 5 working days following the end of the Contest, by the Sponsor, which shall send them instructions

explaining the procedure to follow by sending them an e-mail to the e-mail address indicated when they registered on the Site.

Potential winner may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) days of prize notification. Additionally, potential winner may be required to obtain releases from any and all third parties appearing in their respective Contributions. If potential winner is considered a minor in his/her jurisdiction of residence, Affidavit of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian. If potential winner cannot be contacted within five (5) calendar days of first notification attempt, 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 Contest rules and requirements, such prize will be forfeited and may be awarded to the Contribution with the next highest score. Upon prize forfeiture, no compensation will be given.

The Sponsor shall not be held liable in the event of non-delivery of the e-mail announcing the result due to an error in the e-mail address indicated by the participant on his/her Contest entry form, in the event of failure of the access provider, in the event of failure of the Internet network or for any other case.

The Sponsor shall not be held liable if the Winner cannot be contacted.

No mail will be sent to participants who have not won.

It is strictly forbidden, by any means whatsoever, to modify or attempt to modify the Contest facilities offered, in particular in order to modify the results or to influence by any automated or unfair means the validity of the designation of a Winner. If it turns out that a participant was selected in contravention of these rules, by fraudulent means, or by means other than those resulting from the process described by the Sponsor or by these rules, the gain shall not be awarded to him/her without prejudice to any proceedings that may be instituted against the participant by the Sponsor or by third parties.

It is strictly forbidden for a participant to participate with several e-mail addresses as well as to play from another person's e-mail address.

Winners must comply with the rules. If it turns out that they do not meet the criteria of these rules, their gains will not be awarded. The participants authorize all verifications concerning their identity, age, postal address or the loyalty and sincerity of their participation. Any false declaration, indication of identity or false address will result in the immediate elimination of the participant and, if necessary, the reimbursement of the gains.

## **Article 5: Rewards**

### **Article 5.1**

In return for the contribution previously accepted by the moderator and posted on the Site, participants will receive one (1) 100MI BOSS BOTTLED fragrance per participant.

## **Article 5.2**

In return for the contribution by the 3 (three) winners, the latter will receive:

1. Visibility of his or her work notably on the social networks of Hugo Boss (including but not limited to Instagram, YouTube), authorized third party retailer websites and social media channels, and those of Sponsor and other third parties authorized by Sponsor.
2. Participation in the shooting of a new video with one of the brand's influencers with a budget of \$4.000 per winner in order to produce an influencer story, being understood that this new video shall be considered, as well as the video produced for the Contest, as a Contribution.
3. Branded Gift (BOSS Bottled Fragrance), as described in Article 5.1

Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of Winners.

## **Article 6: Intellectual Property**

Providing a Contribution constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Contributions 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, for any purpose whatsoever, including for promotional or marketing purposes.

The Sponsor reserves the right not to exploit all or part of the Contribution or to keep it in its archives with a view to using it subsequently in whole or in part.

Contributions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winner. Participation in Contest and/or acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Contribution and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law.

By participating, entrants and winner(s) agree to release and hold harmless Sponsor, and their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights,

defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if *any* prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

#### **Article 7: Rights and guarantees**

The participant expressly declares that he or she holds all the necessary rights to the Contribution allowing him or her to participate in the Contest and guarantees the Sponsor against any recourse or action that may be brought against it in any capacity whatsoever, on the occasion of the exercise of the rights granted for this Contest, by any person having participated or not in the production of the Contribution likely to assert a right of any nature whatsoever.

The Participant undertakes not to send files that contain viruses. The Participant undertakes to respond as soon as possible to any request for information from the Sponsor in the event of litigation.

#### **Article 8: Extension or modification of the Contest.**

The Sponsor reserves the right to extend, shorten, modify or cancel the present Contest at any time, without notice or compensation for any moral or financial damage to the Participants. Additions and modifications to these rules may then be published during the Contest. They will be considered as annexes to the present rules. Any change will be the subject of prior information by any appropriate means.

#### **Article 9: Personal Data**

In order to enter the Contest, you must provide your full name, email address, phone number, postal address and age. This information will be used by the Sponsor solely in order to contact you if you are selected as one of the winners of the Contest. Your personal information will be deleted by the Sponsor at the end of the Contest. If you would like further information about how the Sponsor uses your personal information, including any data collected via cookies on the Site, please review the Sponsor's [Privacy Policy](#) and [Cookies Policy](#).

#### **Article 10: Convention of Evidence**

Except in the event of obvious errors, it is agreed that the information resulting from the Contest system of the Sponsor shall have evidentiary force in any dispute regarding the computer processing of the said information relating to the Contest.

All cases not provided for in these rules shall be decided by the Sponsor, whose decisions shall be final.

Any fraud or attempted fraud in this Contest by a Participant shall result in the elimination of the Participant and may give rise to legal proceedings.

#### **Article 11: Limitation of liability**

Participation of the Contest implies unreserved acceptance of these rules in their entirety. Participation in the Contest implies knowledge and acceptance of the characteristics and limitations of the Internet, in particular with regard to technical performance, response times for consulting, querying or transferring information, the risks of interruption and, more generally, the risks inherent in any connection and transmission on the Internet, the lack of protection of certain data against possible misappropriation and the risks of contamination by any viruses circulating on the Internet.

Consequently, the Sponsor shall under no circumstances be held liable, without this list being exhaustive:

- The content of the services consulted on the Site and, in general, all information and/or data disseminated on the services consulted on the Site;
- The transmission and/or reception of any data and/or information on the Internet;
- Any malfunction of the Internet network preventing the proper conduct/operation of the Contest;
- Failure of any reception equipment or communication lines;
- The loss of any paper or electronic mail and, more generally, the loss of any data;
- Delivery problems;
- The operation of any software;
- The consequences of any virus, computer bug, anomaly, technical failure;
- Any damage caused to the computer of a Participant in the Contest;
- Any technical, hardware or software failure of any kind that prevented or limited the possibility of participating in the Contest or damaged a Participant's system.

It is specified that the Sponsor shall not be held liable for any direct or indirect damage resulting from an interruption, malfunction of any kind, suspension or termination of the Contest, for any reason whatsoever, or for any direct or indirect damage resulting in any way whatsoever from a connection to the Site. It is the responsibility of each Participant to take all appropriate measures to protect his or her own data and/or software stored on his or her computer equipment against any attack. The connection of any person to the Site and participation in the Contest is made under their full responsibility. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest 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 Sponsor representatives.

*CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY WEBSITES ASSOCIATED WITH THIS CONTEST, AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THIS CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

#### **Article 12: Litigation**

The fact of participating in this Contest and of having checked the box of acceptance of the present rules at the time of registration entails the pure and simple acceptance of the present rules.

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

Sponsor:

COTY S.A.S. a French société par actions simplifiée with its registered offices at 14, rue du Quatre Septembre, 75002 Paris, FRANCE, registered with the Register of commerce and companies of Paris, under number 394 710 552