

## Tinder

### “The Most Wanted x Tinder Contest

#### OFFICIAL CONTEST RULES

- 1. ELIGIBILITY:** This Contest is conducted by Tinder (collectively, the “Contest Sponsors”) and is **open to all residents of Canada, age of majority or older in their province/territory of residence at time of entry. All Entrants must be valid registered *Tinder* members and meet all other eligibility requirements to enter.** There is no charge to enroll. Employees of Match Media Group, **Clarins Canada Inc.**, and each of their respective parents, affiliates, subsidiaries, advertising, promotional agencies, fulfillment house, agents, and representatives, and members of their respective immediate families or those with whom they are domiciled, are not permitted to enter the Contest. Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and the Contest Sponsors’ decisions, which are final and binding in all matters related to this Contest. Winning the Grand Prize or a secondary prize is contingent upon fulfilling all requirements set forth herein.

This Contest is subject to all applicable federal, provincial and municipal laws. Void wherever prohibited by law.

- 2. HOW TO ENTER: NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** There are one (1) way to enter this Contest, as described below. **Limit of one (1) entry per person.**

To enter the Contest and qualify for a chance to win a Prize, you may enter in one (1) way:

- a) Swipe to the right when you see the Azzaro Wanted and Wanted Girl visual and register by completing a quiz** between August 12<sup>th</sup> and

September 13<sup>th</sup>, 2019 (the “Contest Period”) and your name will be automatically entered into the Contest for a chance to win a prize.

**3. PRIZES:** There will be fifty (50) prizes.

The prize consists of a bottle of a Wanted Eau de Toilette 50ml for men or a bottle of a Wanted Girl Eau de Parfum 50ml for women.

Winners will be required to provide their name and personal information to Match Media Group and **Clarins Canada Inc.** in order to fulfill prize(s). Specific details of the prizes including device model and features will be determined solely by the Contest Sponsors, in their sole and absolute discretion, and are subject to change without notice or compensation. Approximate retail value of each secondary prize is eighty dollars (**\$80** CAD) for Azzaro wanted Eau de Toilette and ninety-seven dollars (**\$97** CAD) (for a total approximate value of \$4,425 CAD for all fifty (50) prizes).

**Prizes are non-transferable, may not be substituted or extended, may not be redeemed for cash or credit, are non refundable and must be accepted as awarded except in Contest Sponsors and Prize Suppliers’ sole discretion.**

Winners are not entitled to any monetary difference between actual prize and the stated approximate prize value, if any. Contest Sponsors and Prize Supplier reserve the right to substitute the prize with another prize of equal or greater approximate value.

**4. CHANCES OF WINNING:** The odds of winning depend on the total number of eligible entries received.

**5. RANDOM PRIZE DRAW AND WINNER SELECTION:** Fifty (50) prizes entry winners will be randomly selected at the end of the Contest Period from among all eligible entries received. The random draw will occur at the Clarins Group office at Montreal, Quebec on **September 20<sup>th</sup>, 2019, (the “Draw Date”)** at approximately **12:00 PM Eastern Time (EST)**. No responsibility is

assumed by the Contest Group (as defined in this section) for any inability for a potential entrant to successfully enter any draw for any reason. A representative of the Contest Sponsors will notify the selected entrants by email by the entrant within three (3) business days of the Draw Date. The representative will make a maximum of three (3) attempts to contact the potential winners. If the selected entrant cannot be contacted after three (3) attempts or within three (3) business days of the draw date (whichever comes first), the selected entrant waives any right to the prize, and another entrant will be randomly selected from the eligible entries received and will be subject to similar disqualification. There will be no correspondence related to this contest except with the potential winner. The potential winner may be required to provide proof of identification as part of the verification process. In the event of a dispute regarding the identity of the individual who submitted an entry, the entrant will be deemed to be the Tinder account holder used during registration. The "account holder" must be the natural person whose name appears on the Tinder account. If a dispute cannot be resolved to the satisfaction of the Contest Sponsors, the potential winning entry will be considered null and void.

- 6. GENERAL RULES:** Entries obtained through fraudulent means or through an abuse in any way tampered with, forged, mutilated, illegible, incomplete or mechanically reproduced entries may, at the sole discretion of the Contest Sponsors be disqualified. All entries are subject to verification by Contest Sponsors and Contest Sponsors reserve the right to cancel and revoke any entries if they are found to be improper or if the entrant is subsequently found to be ineligible pursuant to the Contest Rules.

All entries become the property of Clarins Canada and shall not be returned. The Contest Group is not responsible for entries lost, late, misdirected, containing inaccurate information or delayed for any reason. Mailed in, no-purchase entry must bear sufficient postage, which is the sole responsibility of the entrant. Proof of sending an entry or purchasing a participating product is not proof of receipt by the Contest Sponsor.

By entering the Contest and/or accepting the Grand Prize or secondary prizes, entrants consent to the use of their name, voice, photograph and/or videotaping in any publicity or advertisement carried out by the Contest Group and publication of same on the list of winners without further compensation.

The Contest Group shall not be liable to the confirmed winners for any guarantee, warranty, condition or representation, express or implied, relating to the Grand Prize or secondary prizes, including without limitation, its quality, condition or fitness for a particular purpose. Entrants, Winners assume liability for, and release and hold harmless the Contest Group from any losses, damages, or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from participation in the contest, any contest-related activity, or the acceptance, possession, use or misuse of any prize awarded.

The Contest Group and its respective agents are not responsible for typographical or other errors in the offer or administration of this Contest, including, but not limited to, errors in advertising, the Contest Rules, the selection and announcement of the winner, distribution of the prize or parts of the prize or technical malfunctions of telephone network lines, computer online systems or providers, software and hardware configurations, or failure of any entry to be received by the Contest Sponsors for any reason.

Subject to the approval of the Régie, the Contest Sponsors may, at their sole discretion and without liability, terminate the Contest in whole or in part, without notice, or modify or suspend the Contest at any time, if fraud, technical failures, including any network server or hardware failure, viruses, bugs, errors in programming, or communications or other errors or other causes beyond the control of the Contest Sponsors corrupt the administration, integrity or security of the Contest or if any other factor interferes with the conduct of this Contest as contemplated by these Contest Rules. In no event will the number of prizes awarded exceed the available number of prizes as specified in these Contest Rules.

In the event of any discrepancies between the English language rules and the French language rules, the English disclosures or other statements contained in any contest related materials, including, but not limited to: the Contest

entry form, French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English rules shall prevail, govern and control.

- 7. PRIVACY / USE OF PERSONAL INFORMATION:** By participating in the Contest, entrant: (i) grants to the Contest Sponsors the right to use his/her name, mailing address, telephone number, and any other personal Information for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners and (ii) acknowledges that the Contest Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Contest Sponsors in connection with any of the activities listed in (i) above.

The Contest Sponsors will use the entrant's Personal Information only for identified purposes and protect the entrant's Personal Information in a manner that is consistent with the Tinder Privacy Policy at [www.tinder.com](http://www.tinder.com).

- 8. WINNER'S LIST:** For the name of the winners, send a self-addressed, stamped envelope by October 31<sup>st</sup>, 2019, to **Clarins Canada "The Most Wanted x tinder Contest c/o Azzaro Department, 815 Desserte Est, Autoroute 13, Laval, QC, H7W 5N4.**
- 9. GOVERNING LAW:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this contest or any prize awarded shall be resolved individually, without resort to any form of class action; and (2) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest, but in no event lawyer's fees. Entrant agrees that under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Contest Group in connection with the Contest, shall be governed

by, and construed in accordance with, the laws of Province of Ontario, without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of laws of any jurisdiction other than the Province of Ontario.

Quebec residents: Any litigation regarding the conduct or organization of a publicity contest may be submitted to the Régie des Alcools, des Courses et des Jeux du Québec 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.

**10.CONTEST SPONSORS:** Match Media Group

**11.PRIZE SUPPLIER:** Clarins Canda Inc.

Tinder is a trademark owned by Match Media Group and is used under license.

Azzaro is a trademark owned by the Clarins Group and is used under license.