

## GENERAL TERMS OF USE

### 1. Purpose and Scope

- 1.1. The Website at [www.lvmhprize.com](http://www.lvmhprize.com) is the internet site set up by LVMH Moët Hennessy – Louis Vuitton ("**LVMH**") for the LVMH Prize for Young Fashion Designers and the LVMH Prize for Graduates (the "**Website**").
- 1.2. These general terms of use (the "**General Terms of Use**") are entered into between LVMH and any legal person or any individual over the age of 18 (the "**User**") accessing the Website and/or using the features of the Website. In that context, the purpose of the General Terms of Use is to define the terms through which LVMH makes the Website and its contents available to Users, and the conditions under which a User may access and/or use the Website.
- 1.3. By accessing to and/or using the Website you are deemed to have accepted to comply with all the terms of these General Terms of Use, and you accept them unconditionally and without reserve.
- 1.4. LVMH reserves the right to modify the General Terms of Use from time to time. Any changes that are made will be effective as soon as they are available online on the Website. For this reason, the User is asked to check the Website regularly in order to stay informed of any modification or update made to the General Terms of Use.

### 2. Legal Notice

- 2.1. Editor of the website:

Corporate name: LVMH Moët Hennessy – Louis Vuitton  
Legal form: French *société européenne*  
Share capital: 152,300,959.50 euros  
Head office: 22, avenue Montaigne, 75008 Paris, France  
Paris Trade and Companies Register Number: 775 670 417  
Telephone +33 (0)1 44 13 22 22  
Managing editor of the website: Jean-Paul Claverie

- 2.2. Host provider:

Corporate name: Claranet  
Legal form: SAS  
Head office: 18-20, rue du Faubourg du Temple, 75011 Paris, France  
Telephone: +33 (0)1 70.13.70.00

### 3. Features of the Website

- 3.1. The Website provides information to all Users on how the LVMH Young Fashion Designer Prize or the LVMH Prize for Graduates (individually an "**Prize**," and jointly the "**Prizes**") are set up, and allows Users to follow new developments; in particular, Users can access each Prize's specific Terms and Conditions, which can be downloaded from the Website.
- 3.2. The Website also allows any individual over of the age of 18 User wishing to participate in the competition for either Prize to submit an application. To do so, Users must first confirm express acceptance of the Website General Terms of Use and of the Regulations for the particular Prize, which are accessible on the Website. Users must submit their applications by filling out the required form fields on the Website, following the directions given on the site. Mandatory fields are indicated by an asterisk. Users may also upload photographs, videos, and any other relevant documents to support their applications.

#### **4. Personal Data Protection**

- 4.1. LVMH has implemented computerized processing of personal data (the "**Information**"); this was the subject of a prior declaration filed with the French Data Protection Authority (**CNIL**), registered as Number 1719174.
- 4.2. LVMH is responsible for processing this Information, pursuant to Act 78-17 of January 6, 1978, *relative à l'informatique, aux fichiers et aux libertés* (the "**Act**").
- 4.3. The applicable rules may differ, depending on whether they involve Information from a Website User or a Candidate for the Prize, as these terms are defined in these General Terms of Use and Prize Terms and Conditions.

##### *User Information*

- 4.4. LVMH may also collect and process the following Information: (i) information on the identity of the User (title, last and first names, address, place and date of birth, nationality), (ii) addresses of User's internet sites and profiles, or Internet social network accounts, (iii) photographs or pictures of the User, (iv) Information from tracking the company relationship with the User; particularly correspondence, exchanges, and comments made by e-mail or through the Website; subscription requests for e-newsletters; records of accesses to, use of, and changes of Information on the User's public profile on the Website, (v) technical data, such as the IP address of the Internet connection from which the User logs onto the Website; as well as the information stored on the User's terminal equipment, particularly that which enables electronic communication with the User by recognizing him or her on successive visits to the Website (cookies).
- 4.5. The purposes of processing User Data are (i) communication with Users, including through e-newsletters, (ii) reviewing the potential candidates suggested by Users, (iii) creating a record of company relationships with all Users, (iv) preparing participation statistics, (v) promoting the Prize and LVMH, including reporting User Data to the public, and (vi) organizing other promotional or LVMH-sponsored events and activities, especially the new editions of the Prize.
- 4.6. The Users expressly consent to LVMH electronically collecting and processing Personal Data that is gathered through the Website.

##### *Data on the Participants and Candidates*

- 4.7. Data on Participants and Candidates that LVMH collects and processes is (i) information on their identity (title, last and first names, address, fixed and/or mobile telephone numbers, fax number, e-mail address, place and date of birth, nationality), (ii) information on their family, economic, and financial situations, especially information on their family life, schooling, degrees, professions, and types of work, (iii) addresses of their Internet sites and profiles, or Internet social network accounts, (iv) photographs or pictures of them, (v) Information from tracking the company relationship with the Participants and Candidates; particularly correspondence, exchanges, and comments made by e-mail or through the Website; subscription requests for e-newsletters; records of their access to, use of, and Information changes on, their public profiles on the Website, (vi) technical information, such as the IP address of the Internet connections from which Participants or Candidates log onto the Website; as well as the information stored on their terminal equipment, particularly information enabling electronic communication by recognizing them on their subsequent visits to the Website (cookies).
- 4.8. The purposes of processing Participant and Candidate Information are (i) communication with all Participants and Candidates, including through e-newsletters, (ii) introducing the Participants and Candidates to the public, (iii) reviewing their participation and applications, (iv) selecting the Finalists and the Prize Winner for the Prize, (v) tracking relationships with all Participants and Candidates, (vi) preparing participation statistics, (vii) promoting the Prize and LVMH, including announcing information on the Finalists, and the Prize Winners to the public, as well as (viii) planning by the Organizer of other promotional or sponsored events and activities, especially new editions of the Prize.

- 4.9. The Participants and Candidates expressly agree that LVMH may electronically collect and process Personal Data collected through the Website.

*Common Provisions*

- 4.10. Providing Information to LVMH is optional, except for personal data that is mandatory to reviewing the applications; such required information is indicated by an asterisk next to the appropriate field on the application forms. It is specified that if this required Information is not provided, the result may be that an application made by a User wishing to participate is inadmissible.
- 4.11. Those receiving the Information are: (i) within LVMH, the departments responsible for communication, tracking the relationships with Users, Participants, and Candidates, and processing applications; the members of the Committee of Experts and members of the Jury; the individuals responsible for the marketing, commercial, administrative, and IT departments, as well as their immediate superiors; (ii) LVMH sub-contractors and partners acting under the company's express direction; and (iii) subsidiaries of LVMH and the other companies in the LVMH Group.
- 4.12. Some above-mentioned recipients may be located outside the European Union, in particular the members of the Committee of Experts and the members of the Jury. LVMH may disclose Data to those recipients, in compliance with the aforementioned purposes. The User gives his / her express consent to this disclosure of Data and acknowledges that LVMH is therefore authorized to proceed to such disclosure, pursuant to the article 69 of the Act.
- 4.13. LVMH will store this Information for three (3) years from the date the relationship with the individual ends, i.e. the date of the last contact made by the User, Participant, or Candidate.
- 4.14. However, if Personal data establish proof of a right or contract, or if it is being stored to meet a legal requirement, or if a judicial authority has required that it be stored, this Information shall be stored for the time set forth in the current applicable legal and regulatory provisions, knowing that this period may, in such case, be longer than three (3) years.
- 4.15. At the end of the three-year period, or of the above-mentioned longer period, LVMH may contact the individuals involved to find out if they wish to continue to receive information on the new editions of the Prize and on LVMH. If no express, positive reply is received from these individuals, their Personal Data will be deleted.
- 4.16. At the time the Website is accessed, a cookie may be automatically installed and stored temporarily in the User's memory or hard drive, thus facilitating browsing. Cookies do not allow LVMH to identify Users, but they can record information on how they navigate the Website, such as the pages accessed, the time they were accessed, etc.; these cookies can be read when the User next visits the Website.
- 4.17. Users can block cookies by changing their browser settings. However, doing so involves deleting all cookies used by the browser, including some from other websites; this could lead to changes in or loss of certain adjustments or information. Deleting cookies can change browsing on the Website and make it more difficult.
- 4.18. Users can block cookies by configuring their browsers as follows:

For Microsoft Internet Explorer 6.0 and higher:

1. Click the Tools button, and then click Internet Options.
2. Click the Privacy tab, and then, under Settings,
3. Move the slider to select the desired level.

For Microsoft Internet Explorer 5:

1. Go to the Tools menu, and then click Internet Options.
2. Click on the Security tab.
3. Highlight Internet zone, and then Custom Level.

4. Locate the Cookies heading, and choose the security level you prefer.

For Netscape 6.x and 7. x:

1. Go to Edit in the menu bar, and click on Preferences.
2. Privacy and Security
3. Cookies

For Firefox:

1. Choose the Tools menu, and select Options.
2. Select the Privacy panel.

For Safari 3.X for Mac OS X:

1. Select the Edit menu.
2. Click on the Preferences option.
3. Click on the Security option.
4. Click on Display Cookies.

- 4.19. Users who can establish their identify have the right to obtain from LVMH : (i) confirmation as to whether their information is or is not being processed, (ii) information on the purposes of the processing, the type of data being processed, and the recipients to whom the data are disclosed, (iii) if applicable, information on planned transfers of data to a country that is not a member of the European Union, (iv) a report, in an accessible form, of personal data, as well as all available information on the sources of these data, and, (v) if a decision has been made based on these data that has legal implications for the interested parties, information allowing them to understand and challenge the logic underlying the data processing.
- 4.20. A copy of the data will be sent to Users at their request. LVMH may challenge any requests that are clearly abusive, particularly because of their number, or the fact that they are repetitive or systematic.
- 4.21. Users who can establish their identity may also request that, as applicable, the following types of personal data to be corrected, completed, updated, locked, or erased: information that is inaccurate, incomplete, incorrect, or outdated; or data that may not legally be collected, used, reported, or stored.
- 4.22. Users may exercise these rights by sending to LVMH an e-mail at the following address: [contact@lvmhprize.com](mailto:contact@lvmhprize.com) or a mail to the following address 22, avenue Montaigne, 75008 Paris, France, to the attention of Mark Alizart.

## **5. Intellectual Property**

- 6.1. All elements of the Website (photographs, pictures of people, drawings, styles, illustrations, videos, audio recordings, texts, logos, trademarks, *etc.*) are the exclusive property of LVMH; or, if applicable, LVMH holds the intellectual property rights for promoting them.
- 6.2. Users are prohibited from reproducing all or part of the Website content, by any procedure, using any device, and/or with any destination whatsoever; they are prohibited from distributing, publishing, transmitting, modifying, or selling it, or creating works derived from it.
- 6.3. All elements posted on the site that might be covered by any right whatsoever, and that are associated with the LVMH Young Fashion Designer Prize or the LVMH Prize for Graduates, whether or not they have been officially filed, as well as the domain name [www.lvmhprize.com](http://www.lvmhprize.com) are, and shall remain, the exclusive property of LVMH. Any reproduction, distribution, transmission, modification or use of these elements, for any reason, without the prior and written approval of LVMH, is prohibited.
- 6.4. It is forbidden for Users to delete any notice of copyright, trademark, or other exclusive rights from the Website or from any content appearing thereon. Users may make one sole copy of Internet pages published on the Website for their private, non-commercial use, as long as each

copy of these Internet pages retains the notices of copyright and exclusive rights appearing on the Website.

## **6. Links**

- 7.1. The Website may contain links to other websites or Internet sources.
- 7.2. Inasmuch as LVMH is unable to control these sites and external sources, it cannot be held liable for making them available, and cannot accept any liability for their content, advertising, products, services, or any other material available on or originating from them.
- 7.3. Moreover, LVMH cannot be held liable for any damages or losses that are claimed or alleged to have followed, or to have been caused by, using these sites or external sources; or having trusted their content, or goods, or services available on them.

## **7. Limitation of Liability**

- 8.1. To the extent possible, LVMH strives to ensure the accuracy and timeliness of the information conveyed on the Website; it reserves the right to correct the content at any time and without advance notice. Nevertheless, LVMH cannot guarantee that the information put on the Website is correct, accurate, or complete.
- 8.2. Consequently, LVMH declines all liability for:
  - a. any interruption of the Website;
  - b. the presence of bugs;
  - c. any mistake or omission related to the information available on the Website;
  - d. any damages resulting from a fraudulent third-party intrusion causing modification of the information put on the Website;
  - e. and, in general, any damages, direct and indirect, whatever their cause, origin, type, or consequences, particularly obstacles to the smooth course of the Prize process, obstacles to Participants or Candidates registering on the Website, losses of profits, clientele, information, or any other loss of intangible assets that could arise as a result of someone having accessed the Website, or being unable to access it, or trusting any information originating directly or indirectly from the Website; or network malfunctions, bugs, or viruses.

## **8. Applicable Law and Competent Jurisdictions**

- 9.1. The General Terms of Use are governed and interpreted in accordance with the laws of France. The General Terms of Use are available in French and English. In the event of litigation, the French version shall prevail.
- 9.2. The User expressly accepts that, in the event of a dispute, French courts have exclusive competence.