

## **Personal Data Protection Policy**

Last updated in december 2020

This Personal Data Protection Policy (hereinafter the “**Privacy Policy**”) is intended to provide visitors and users (“**You**”) of the [www.lvmhprize.com](http://www.lvmhprize.com) website (hereinafter collectively the “**Website**”) with information relating to how LVMH Moët Hennessy-Louis Vuitton SE, a European company established 22 avenue Montaigne, 75008 PARIS, France, registered with the Trade and Companies Register of Paris under number 775 670 417 (hereinafter “**LVMH**” or “**We/Us**”) processes your personal data (hereinafter the “**Personal Data**” or “**Data**”) and about your rights in this respect.

The Website is used by LVMH for the organization of contests, the “LVMH Prize for Young Fashion Designer” and the “LVMH Prize for Graduates” (individually a “**Prize**” and jointly the “**Prizes**”), whose purpose it is to promote the young creation in fashion. The rules (the “**General Terms and Conditions**”) governing the Prizes are accessible on the Website.

LVMH places the highest priority and takes the utmost care to protect your Personal Data.

Note: LVMH may amend the terms of this Privacy Policy, in particular if a new processing of Personal Data is carried out. Please check this page regularly to ensure that You agree with any changes. You will be notified of these modifications, either through a special note on our Website or through a notification by email.

### **1. What is a “personal data”?**

Personal Data refers to any information or pieces of information that could identify You either directly (e.g. your name, surname, email, home address, etc.) or indirectly (e.g. through pseudonymized data, such as a unique ID number, etc.). It may also include unique identifiers like your computer’s IP address.

### **2. Who are the data controllers responsible of the protection of your Personal Data?**

A data controller is an entity that determines the purposes and means of the processing of your Personal Data and is responsible to You for compliance with data protection regulations.

**As regards the Website management and Prizes management, LVMH acts as data controller.**

LVMH has appointed a Data Protection Officer (DPO) who will be your designated contact person and may be reached:

- by using the following contact form: [dpo.holding@lvmh.fr](mailto:dpo.holding@lvmh.fr);
- by mail at the following address: LVMH Data Protection Officer, 24-32 rue Jean Goujon, 75008 Paris, France.

### **3. Why and how do We use the Personal Data that We collect?**

#### **3.1 How do We collect your Personal Data?**

We collect your Personal Data as follows:

- **directly from You** when You use our Website and apply to the Prizes (completion of the form on the Website, provision of Your artbook, etc.);
- **automatically** when You access or use the Website (technical details, IP address, browsing information, etc.).

#### **3.2 What Data do We collect?**

LVMH collects several types of Personal Data about You:

**Personal Data that We collect directly from You**

We collect Personal Data that You provide directly when You use our Website and apply to the Prizes.

The categories of Personal Data that We collect include:

- **For the LVMH Prize for Young Fashion Designer:** your first and last names, nationality, country, email address, professional and personal postal address, phone number, your date of birth and place of birth, employment & professional activity data (CV and awards), financial (financial aid or prizes), website/Instagram or social media account, press article and images or videos, name/phone number/mail of the press agent;
- **For the LVMH Prize for Graduates:** your first and last names, email address, postal address, phone number, your date of birth and place of birth, nationality, education cursus and school, images or videos of collections, website/Instagram or social media account.

**Personal Data that We collect automatically**

We automatically collect certain Data about You when You access or use the Website, specifically:

- **Technical information:** We collect information about the device that You use to login, as well as your use of the Website (e.g., operating system, type of browser used, whether a proxy is used, location of the device inferred from your IP address that identifies your computer, access time, accessed pages and the link that enabled You to access our Website),

The Personal Data, which are essential for LVMH to satisfy the purposes described above, shall be pointed out on the Website's various pages. If you do not fill out these mandatory fields, you may not be able to join the Prizes or to take advantage of any prize assignment or potential business opportunities.

**3.3 On what legal grounds and for which purposes do We use the Data that We collect?**

In accordance with current personal data protection regulations, We only collect Personal Data when We have a legal basis to do so.

Personal Data is collected either:

- (i) based on your consent,
- (ii) in our legitimate interest, or
- (iii) to meet our legal obligations.

(i) We collect Personal Data **based on your consent**, for the following purposes:

- **to manage your requests:** We use your Data to send You the information You request;
- **to manage your application to the Prizes:** reviewing and managing your subscription to, and participation in, the Prizes as Candidates, granting the award and, where applicable, inviting you to a ceremony event;
- **to promote** the Prizes;
- **to produce internal and/or institutional LVMH communication materials and events**, as per the General Terms and Conditions of the Prizes.

(ii) We collect Personal Data **based on our legitimate interest**, for the following purposes:

- **to defend our interests** in the event of a dispute or court action,
- **to manage cybersecurity** of the Website,
- **to prevent fraudulent acts** in order to ensure the security of our assets and contents.

- (iii) We may also store your Personal Data when **the law requires Us to do so or to defend our legal rights**.

### **3.4 Who has access to your Data?**

#### **3.4.1 Accessibility within LVMH**

Your Data is processed by LVMH for the purposes described above and are only accessible to LVMH personnel who need to know it to perform their duties.

In this respect, your Personal Data is processed by the following departments of LVMH:

- LVMH's Institutional Communications Department, as regards communication around the Prizes;
- Fashion Group Department, as regards of promoting the Prizes;
- LVMH's Mecenat Department as regards the Prizes organization;
- Other LVMH Departments' members composing the Final Jury.

#### **3.4.2 Accessibility by third parties**

Certain third parties may have access to your Data, specifically:

- (i) **our subcontractors and service providers** acting for technical and logistical reasons (Website hosting, security and maintenance providers, etc.);
- (ii) **other LVMH Group affiliates for managing the Prizes applications purposes**: when you apply to the Prizes, Jury can be composed of LVMH Group affiliates;
- (iii) **third-parties**, coming from the fashion field composing the Committee of Experts or the Scoot Committee;
- (iv) **any authority, court or other third party** when disclosure is required by law, regulations or a judicial decision, or if such disclosure is necessary to protect and defend our rights.

### **3.5 Is any Personal Data transferred outside of the European Economic Area?**

Your Data is processed in France by LVMH.

Your Personal Data may be transferred outside the EEA to LVMH's Affiliates based on Your consent in order to manage the Prizes applications.

### **3.6 How long do We store your Data?**

The Personal Data collected and processed by LVMH relating to (i) all Candidates other than the Winners (as this term is defined in the General Terms and Condition of the Prizes) will be retained for the term of the Prizes; and (ii) the Winners Personal Data will be retained for a period of three (3 ) year after the Prizes or for the whole duration of the potential business relationship between LVMH and the Winners.

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, these Personal Data 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.

After the expiry of the abovementioned timescales, LVMH may get in touch with you to find out whether you wish LVMH to keep your Personal Data for the purpose of sending you the newsletter on the new editions of the Prizes and on LVMH. If no express and positive reply is received from you within three (3) days, your Personal Data will be deleted. Your Personal Data will be destroyed within a maximum period of seven (7) days following your most recent request in this regard, subject, as applicable, to the provisions of the General Terms and Conditions of the Prizes concerning the assignment of your rights

over your image. Notwithstanding the foregoing, LVMH shall not be required to record or store your Personal Data, even if you agreed to such use.

#### **4. What are your rights in relation to your Data?**

##### **4.1 Access, rectification and portability**

In accordance with current regulations, You have the right to access your Data. You may also request correction of Your Personal Data should they be inaccurate. Depending on the purpose of processing, You also have the right to have incomplete Personal Data completed.

To respond to your request, We may ask You to provide Us with a proof of your identity. We may also need to ask You for additional information or supporting documents. We will make every effort to respond to your request as soon as possible.

You may, to the extent provided for by law, exercise your right to Data portability which allows You to retrieve, in an interoperable format, the Personal Data that You provided to Us.

##### **4.2 Right to erasure of your Data and to limitation of the processing of your Data**

You may request erasure of your Personal Data if:

- You believe that our processing of your Personal Data is no longer needed for the purposes described in this Privacy Policy,
- You believe that the processing is unlawful or You contest the accuracy of the Data We process about You,
- You withdrew your consent to the processing of your Data.

Alternatively, to the extent provided for by law, You may request limitation of the processing of your Data.

Please note that despite the exercise of your right to erasure or processing limitation, We will store some of Your Personal Data when the law requires Us to do so, or to exercise or defend our rights.

##### **4.3 Right to establish instructions for the management of your Personal Data after your death**

For France and when mandatory local provisions so provide, You may determine how You want Us to handle your Personal Data upon your death.

##### **4.4 Procedure to exercise your Data protection rights**

You may exercise your rights in relation to your Data:

- by mail at the following address: [lvhprize@lvh.fr](mailto:lvhprize@lvh.fr)

When the processing of your Data is based on your consent (e.g., subscription to the newsletter), You may withdraw your consent at any time without justification. This right can be exercised by changing your options regarding subscriptions to our newsletters by clicking on the hyperlink provided for this purpose in each email We send You.

#### **5. How is your Personal Data secured?**

LVMH uses technical and organizational measures that comply with French and EU legal and regulatory requirements, to keep your Data secure and confidential.

Under written agreements, LVMH requires its service providers and processors to provide safeguards and implement sufficient security measures to protect the Personal Data they have agreed to process, in accordance with applicable requirements under personal data protection laws.

However, LVMH does not control all risks related to the operation of the Internet and draws your attention to the inherent risks of using any website.

## **6. *Third party websites***

There may be links to third-party websites (such as LVMH Group affiliates' websites) that We do not control, and which are governed by their own confidentiality and personal data protection policies. This Privacy Policy does not apply to third-party websites. Please review the confidentiality and personal data protection policies of the third-party websites that You visit to understand how they process your Data. LVMH shall not be liable for any use of your Data by any third parties.

## **7. *How can You contact Us if You have queries or complaints?***

For any questions concerning this Privacy Policy or for any queries or complaints regarding your Personal Data, You may contact Us:

- by using the following contact form: [dpo.holding@lvmh.fr](mailto:dpo.holding@lvmh.fr);
- by mail at the following address: LVMH Data Protection Officer, 24-32 rue Jean Goujon, 75008 Paris, France.

If You have a complaint about the way We process your Data, You also have the right to contact the *Commission Nationale de l'Informatique et des Libertés* (French data protection authority, CNIL), 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07, Tel: 01 53 73 22 22, [www.cnil.fr](http://www.cnil.fr).

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## LVMH PRIZE FOR YOUNG FASHION DESIGNERS

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### TERMS AND CONDITIONS

#### Article 1 – Purpose

As part of its worldwide activities to support creativity in the fashion sector, the LVMH Group is launching the 2021 edition of the **LVMH Prize for Young Fashion Designers** (the "**Prize**").

The purpose of the Prize is to make the LVMH Group's know-how available to assist young fashion designers with their entrepreneurial projects. After finalists are short-listed by a committee of experts, the Prize will be awarded to the enterprise of a young designer to be selected by an international jury composed of qualified and recognized authorities in the fashion industry.

The goals of the Prize are philanthropic and artistic. Participant applications are reviewed by fashion professionals in particular on the basis of qualitative criteria of creativity, originality, innovation, technical sophistication, and craftsmanship. No registration fees are required to participate, nor are participants supposed to acquire or use any item whatsoever.

#### Article 2 – Organizer

The Prize is organized by LVMH Moët Hennessy – Louis Vuitton, a French *société européenne*, having its registered office at 22, avenue Montaigne, 75008 Paris, registered to the Paris Trade and Companies Register under Number 775 670 417 ("**LVMH**" or the "**Organizer**").

A copy of the French version of the present terms and conditions governing the 2021 edition of the Prize (the "**Terms and Conditions**") was duly filed with Me. Marie-Josèphe Bouvet, bailiff (*huissier de justice*), 354 rue Saint-Honoré, 75001 Paris (France). The Terms and Conditions are available on the dedicated web site at [www.lvmhprize.com](http://www.lvmhprize.com) (the "**Website**"). They shall also be sent, at no charge, to anyone requesting them from the Organizer.

The Terms and Conditions may be modified or amended at any time by the Organizer without previous notice. Any possible changes made to the Terms and Conditions shall be duly filed with a bailiff (*huissier de justice*), and shall enter into effect at the time they are published online on the Website. Any participant who refuses to accept the modification(s) to the Terms and Conditions must cease to take part in the Prize process.

The "**LVMH Group**" shall mean LVMH, any entity directly or indirectly controlled by LVMH, any entity directly or indirectly controlling LVMH, and any entity placed under the same control as LVMH, within the meaning of Article L. 233-3 of the Commercial Code.

#### Article 3 – Conditions for Participation

Any natural or legal person who meets the following conditions (individually, a "**Candidate**", and jointly, the "**Candidates**") is entitled to submit an application for the Prize:

- i. having produced at least two (2) ready-to-wear (women or men) collections for at least two (2) different seasons, each collection comprising at least six (6) looks; and
- ii. the artistic director of the Candidate is over 18 and under 40 years of age.

There is no nationality requirement applicable to the Candidate or its artistic director for participating in the Prize.

#### **Article 4 – Candidate Participation**

To participate in the Prize, Candidates must fill out the application on the Website.

In any case, Candidates may make only one application.

#### **Article 5 – Application Forms**

The application form is accessible on the Website and contains the following information:

- (i) information on the company; particularly its registered office, names of shareholders, brand(s) under which it operates, number of employees, sales figures for the last closed fiscal year, places of manufacture and sales points, if applicable;
- (ii) information on the identity, education, and professional experience of the Candidate's artistic director;
- (iii) information on the collections the Candidates, including, photographs of the last two (2) collections;
- (iv) information on supports received or awards won by the Candidate and/or its artistic director, if applicable;
- (v) copies of press articles on the Candidate and/or its artistic director; and
- (vi) formal approval of the Prize Terms and Conditions as well as of the Website Terms of Use.

The application form must be filled out directly on the Website before 28<sup>th</sup> February 2021 (23.59 Paris time) at the latest.

The application must be filled out in English.

Once the application is complete, the Organizer will send the Candidate an acknowledgement of receipt to the e-mail address indicated in the application form.

#### **Article 6 – Organizer Review and Shortlisting of Applications**

The Organizer shall proceed to review the applications on the basis of all the terms and conditions provided herein to study their admissibility and completeness. Any application that is incomplete, submitted late, or that contains false or misleading information, shall be declared inadmissible, with the Organizer having no obligation to inform the concerned Candidate of this fact, and without the Candidate whose file was discarded being entitled to any indemnification; this is applicable at any stage of the process of granting the Prize.

From among the applications that are deemed to be admissible, the Organizer shall short list up to thirty (30) applications (individually, a “**Semifinalist**”, and collectively, the “**Semifinalists**”), based in particular on the following qualitative criteria: creativity, originality, innovation, technical sophistication, and craftsmanship of the collections submitted by the Candidates in support of their applications for the Prize. The list of shortlisted candidates, including, eventually, the names or their artistic directors, may be made public.

Semifinalists' participation to the next steps of the Prize process is subject to the following conditions: each Semifinalist and its artistic director shall sign an affidavit following the model annexed as **Appendix** to these Terms and Conditions and shall comply with the commitments and guarantees set forth herein.

To that end, the Organizer will send to each Semifinalist, at the e-mail address indicated at the time of registration on the Website, the affidavit to be signed.

Each Semi-finalist will then have a period of ten (10) days from the date of receipt to return to the Organizer the affidavit(s) duly signed.

If the affidavit(s) are not returned within the prescribed period, the Organizer may, at its sole discretion, decide to exclude the concerned Semifinalist, without the concerned Semifinalist being entitled to any compensation or indemnification. The Organizer shall then be free to choose as a Semifinalist any other Candidate. In such a case, this new Semifinalist shall submit a signed affidavit within the timeline set out by the Organizer.

### **Article 7 – Selection of Finalists by the Committee of Experts**

The applications shortlisted by the Organizer shall be sent to a committee composed of qualified and recognized authorities in the fashion industry, selected by the Organizer, (the "**Committee of Experts**").

Due to the health crisis, the Organizer will organize, as an exception, a digital forum enabling the Committee of Experts to discover the Semi-Finalists who will produce, for the needs of this forum, specific digital content.

On the basis of the shortlisted applications and the content presented during the digital forum, each member of the Committee of Expert shall be asked to vote for one Candidate, with regard to the following qualitative criteria in particular: the creativity, originality, innovation, technical sophistication, and craftsmanship of the collections submitted by the Candidates to support their applications for the Prize.

At the same time, Internet users will be able to vote online, from April 6, 2021 to April 11, 2021, on the Site, for the Semi-finalist of their choice. Each Internet user may cast only one vote. At the end of the Internet users vote, the Organizer will count the eight (8) to ten (10) Semi-finalists who obtained the greatest number of votes from Internet users. These votes will be added to the votes cast by each member of the Committee of Experts. The public is thus established as a full member of the Committee of Experts.

The eight (8) to ten (10) Candidates who receive the most votes from the Committee of Experts shall be declared by the Organizer to be finalists (individually, a "**Finalist**", and jointly, the "**Finalists**").

The decision of the Committee of Experts is final. Its members' votes are confidential. In the event of a dispute on the result of the voting, or in the event of a tie, the chairman of the Jury (as defined in Article 9 below) shall make the final decision.

### **Article 8 – Finalists' Affidavits**

Finalist participation to the next steps of the Prize process is contingent upon each Finalist to provide all documents, items, and information supporting its application deemed necessary by the Organizer.

To that end, the Organizer will send to each Finalist, at the e-mail address indicated at the time of registration on the Website, the list of documents, items, and information to be provided, if applicable.

Each Finalist will then have a period of ten (10) days from the date of receipt to return the following to the Organizer if applicable, all requested documents, items, and support information.

If the requested documents, items, and support information are not returned within the prescribed period, the Organizer may, at its sole discretion, decide to exclude the concerned Finalist, without any compensation or indemnification. The Organizer shall then be free to name as a Finalist any other Candidate. In such a case, this new Finalist shall submit the necessary documents, items, and support information, if applicable.



The names of the Finalists including, eventually, the names of their artistic directors, shall be announced in a press release issued by the Organizer, which will be made available on the Website, on the Organizer's company website, and/or by any other means determined by the Organizer.

#### **Article 9 – Final Jury Selection**

Once completed and approved by the Organizer, Finalists' applications shall be submitted to an international jury composed of members appointed by the Organizer (the "**Jury**"). The president of the Jury shall be appointed by the Organizer.

The members of the Jury will select the Prize winner (the "**Prize Winner**") from among the Finalists on the basis on the following qualitative criteria in particular: creativity, originality, innovation, technical sophistication, and craftsmanship of the collections submitted by the Candidates to support their applications for the Prize.

Before making its decision, the Jury may audition every Finalist in Paris or in any other location determined by the Organizer.

During their auditions, the Finalists will present several creations of their choice.

If the audition does not take place in the city where a Finalist is located, the Organizer will cover the costs reasonably incurred by the Finalist for transportation and lodging related to the audition, as well as the costs associated with transporting the creations to be submitted to the Jury. These costs will be reimbursed on receipts only and subject to previous written authorization by the Organizer. Each Finalist shall be represented by its artistic director, who could be accompanied by another representative of the Finalist, subject to prior approval by the Organizer.

Any costs relating to insurance, airport services, excess baggage charges, visa fees, and all personal expenses (laundry, telephone, beverages, room service, tips, etc.) of the Finalist and/or its representatives are to be borne by the Finalists. Similarly, Finalists are responsible for taking care of all administrative and health procedures required for a stay of its(their) representative(s) in France or in any other location where an audition could take place in view of their personal status, in particular of customs formalities.

The Prize Winner shall be selected by an absolute majority of the votes of the Jury. Each member has one vote, with the president of the Jury holding a casting vote.

The decision of the Jury shall be final. No appeal shall be admitted. The Jury's deliberations shall remain confidential.

The Jury is not required to select a Prize Winner if the quality of the applications is not deemed to meet the relevant qualitative criteria. Similarly, the Jury reserves the right to grant any other award or special mention to any Candidate or Finalist at its sole discretion.

#### **Article 10 – Announcement of the Name of the Prize Winner and Presentation of the Prize**

The name of the Prize Winner shall be made public in a press release issued by the Organizer that will be available on the Website, on the Organizer's company website, and/or by any other means determined by the Organizer. The Organizer reserves the right to inform the Prize Winner personally, subject to the Prize Winner undertaking to keep this information confidential until the official public announcement by the Organizer.

The Prize may be presented to the Prize Winner at a public ceremony arranged by the Organizer, during which it is possible that the Prize Winner's creations may be presented.

#### **Article 11 – The Prize**

The Prize Winner shall receive assistance from the LVMH Group in supporting and developing its creative work in the form of a personalized support, both technical and financial, for a period of twelve (12) months from the Prize award.

This assistance will include:

- i. financial support, in the amount of three hundred thousand (300,000) euros, for developing the Prize Winner's design projects;
- ii. individual support with representatives of the LVMH Group during a twelve (12) month period.

Before the Prize is awarded to the Prize Winner, the Organizer and the Prize Winner shall enter into an agreement setting forth the terms of payment of the Prize.

The Prize is strictly personal and may not be transferred to or used by any person other than the Prize Winner. The Prize Winner may not assign or transfer the rights and obligations derived from the Prize to a third party.

#### **Article 12 – Calendar**

The estimated calendar for the 2021 edition of the Prize is as follows:

- i. Submission of the applications on the Website before Sunday 28<sup>th</sup> February 2021 (23.59 Paris time);
- ii. Shortlisting of the Candidates by the Organizer in March 2021
- iii. Selection of the Finalists by the Committee of Experts in April 2021;
- iv. Announcement of the Prize Winner by the Jury and award of the Prize in June 2021 or September 2021 according to the sanitary measures.

These dates are provided solely as an indication. They may be changed at the discretion of the Organizer if circumstances so require. The Organizer may also curtail, suspend, postpone, modify, or cancel the organization of the Prize without being held liable, and without any damages or lack of opportunity to the Candidates arising therefrom, even at the stages of Finalist selection by the Committee of Experts or their auditions by the Jury.

#### **Article 13 – Intellectual Property**

For the purposes of participating in the Prize, all Candidates shall:

- provide the Organizer with the first and last names of their artistic director;
- upload to the Website one or more photographs of their artistic director,
- upload to the Website several photographs, pictures, or animated pictures sequences (video) showing their creations, and the verbal and figurative elements of any trademarks they may own or use;

At the time of registration for the Prize on the Website, Candidates will be asked to specify, under the heading of "*Your Public Profile*" if they want their applications to be public; if so, they will check the box on the Website that says, "*I agree to appear publicly*". As part of this process, Candidates who want their applications to be public are asked to select the following from among the content they have uploaded to the Website:

- one (1) portrait of the Candidates' artistic director; and
- one (1) photograph of their designs, and of the verbal and figurative elements of any trademarks they may own or use, if any;

(referred hereinafter to, along with the first and last names if the application is made public, as the "**Public Content**").

It is expressly agreed by the Candidate that all the creations that he/she/it decides to present at every stage of the Prizes will also be an integral part of the Public Content. Only this Public Content, freely chosen by the Candidate, may be used by the Organizer for purposes of presenting, announcing, and promoting the Prize, the Candidates, and their creations; including for purposes of LVMH Group corporate communication.

Subject to the provisions of Article 6 regarding the complete names of the shortlisted Candidates' artistic directors, other Content not identified by the Candidates as Public Content ("**Private Content**") shall not be published on the Website by the Organizer; it shall be used by the Organizer, Committee of Experts, and Jury only for the purposes of analyzing applications.

The Organizer will make its best effort to keep confidential the applications of Candidates who, when they submitted them to the Website, did not expressly agree that their applications were public; however, they are reminded that where necessary, the lists of shortlisted Candidates and Finalists may be made public pursuant to Articles 6 and 8, above.

Public Content and Private Content are referred jointly to as "**Content**".

In the above context, and for the above purposes, for the Private Content and the Public Content respectively, Candidates grant to the Organizer a perpetual, irrevocable, and non-exclusive license to all intellectual property rights related to the Content, specifically including but not limited to copyrights, registered and unregistered designs rights, registered and unregistered trademarks rights, as granted by the provisions of the laws or regulatory provisions of all countries, as well as any current or future international conventions.

This license is granted worldwide, at no charge, and for the whole duration of intellectual property rights according to each country's legislation, including any possible extensions of such rights.

Under this license, the Organizer is authorized to use:

- (a) all or part of the Public Content, by any means, and as often as the Organizer deems necessary, for purposes of presenting, announcing, and promoting the Prize, the Candidates, and their creations; this includes LVMH Group corporate communications.
- (b) all or part of the Private Content, by any means, and as often as the Organizer deems necessary, to be used by the Organizer, Committee of Experts, and Jury, for the purposes of analyzing applications.

The Organizer is thus authorized – but only in strict compliance with the aforementioned purposes:

- to reproduce or cause to be reproduced all or part of the Content; whether on a temporary or permanent basis, whether associated or not with any other elements of intellectual property of any kind, whether of the same or a different type; using any process, known or unknown, on any device, known or unknown, whether paper-based or electronic;
- to show, or cause to be shown, the Content, whether associated or not with any other elements of intellectual property of any kind; whether of the same or a different type, as a whole or using excerpts, by presenting or announcing them to the public; and using any method of publication, dissemination, or broadcasting, known or unknown; particularly any electronic communications network, especially the Internet;
- to (or cause to) adapt, transform, arrange, modify, add to, subtract from, or translate the Elements of Intellectual Property, as the Organizer deems necessary, for the whole or partial use of the Content.

For the purposes of the organization of the Prize, all Candidates guarantee to the Organizer:

- that the intellectual property rights to the Content legally exist, and that they undertake to carry out the necessary actions to maintain, and, if applicable, renew these rights, bearing any costs related to these actions;
- that they hold all intellectual property rights and authorizations, allowing them to upload the Content to the Website, and to grant the above mentioned license; and that, if applicable, they have been authorized by anyone who may have contributed to creating the Content to upload it or grant such license;
- that the Content does not infringe the rights of third parties, and that it is not the object of any claim or actions of infringement, invalidity, revocation, or recovery.

Candidates guarantee that LVMH may freely and peacefully use the Public Content and Private Content for the purposes defined above, respectively, for the Public Content and the Private Content.

#### Provision Applicable to the Finalists

The names of the Finalists (and eventually of their artistic directors) shall be announced in a press release issued by the Organizer, to be available specifically on the Website, and on the Organizer's company website, and/or by any other means determined by the Organizer. In this context, the Organizer may decide to have an audiovisual and/or photographic news story, which will be publicly released, produced about the Finalists and/or their creations. For this purpose, the Candidates undertake at this time to negotiate in good faith with the Organizer in order to grant, at no charge, a license to the intellectual property rights on photographs, pictures, or animated pictures sequences showing their artistic directors or their creations; as well as any verbal or figurative elements of trademarks they may own or use, which could be useful for presenting, announcing, and promoting the Prize, the Candidates, and their creations; this includes LVMH Group corporate communications.

#### **Article 14 – Personality Rights**

The Content that Candidates submit with their applications for the Prize contains information that are protected by personality rights, (such as, for example, pictures of the Candidate's artistic director and/or the models in the photographs showing a Candidate's designs), to be known hereinafter as "**Personality Features**":

Candidates grant LVMH, an irrevocable and non-exclusive authorization to use, reproduce, show, and freely promote, in whole or in part, the Personality Features;

- (a) that are part of the Public Content by any means, and as often as the Organizer deems necessary, for purposes of presenting, announcing, and promoting the Prize, the Candidates, and their creations; this includes LVMH Group corporate communications.
- (b) that are part of the Private Content, by any means, and as often as the Organizer deems necessary, to be used by the Organizer, Committee of Experts, and Jury for the purposes of analyzing applications.

This authorization is granted, at no charge, worldwide, for a period of fifteen (15) years.

This authorization applies to all rights related to Personality Features that may be recognized by the provisions of the laws or regulatory provisions of all countries, as well as current or future international conventions.

Candidates guarantee that they have obtained the necessary authorizations, in the context of this Prize registration, to grant to LVMH the above-mentioned authorization and to use the Personality Features related to all third parties whose first or last names and/or pictures are sent by Candidates to the Organizer, particularly the necessary authorizations for the rights to use pictures of the artistic director or the models wearing the Candidates' creations.

Candidates guarantee that LVMH may freely and peacefully use the Personality Features for the purposes defined above, respectively, for Personality Features included in the Public Content, and the Private Content.

#### Provision Applicable to the Finalists

Candidates recognize and accept that, if they are selected as a Finalist or Prize Winner, the above authorization will also apply to all photographs, images or animated pictures sequences (video) showing their artistic director (thus being included under Personality Features) that may be taken and recorded during any event for presenting, announcing, or promoting the Prize, especially as part of producing any visual or audiovisual announcement in relation to the public introduction of the Finalists and/or the Prize Winner.

#### **Article 15 – Candidate Independence and Conflict of Interests**

The LVMH Group will in no way interfere with the creative decisions of the Candidates, Finalists, or the Prize Winner, nor in how they structure their work or manage their activities; no right over the Content will be transferred to LVMH, subject to the provisions of Articles 13 and 14 above. No relationship of subordination of any kind may be established between the LVMH Group and Candidates, Finalists, the Prize Winner or their respective artistic directors.

Under no circumstances, and by no means, Candidates, Finalists or the Prize Winner shall be considered as agents or associates of the LVMH Group. Participation in the Prize does not grant Candidates, Finalists, or the Prize Winner any authority, title or right to present themselves as representatives of the LVMH Group or to act in any way in the name of or on behalf of the LVMH Group.

The Organizer reserves the right to disqualify a Candidate or Finalist, and if necessary to strip the Prize Winner of his or her Prize, in the event that these Terms and Conditions, or the Website Terms of Use are not complied with; or in the event of behavior that could harm the name and reputation of the LVMH Group, its directors, administrators, or employees.

#### **Article 16 – Liability**

The Organizer shall not incur any liability in the event that *force majeure*, or unforeseen circumstances against its will, harm the organization and management of the Prize.

The Organizer may not be held liable for possible thefts, injuries or damages, direct or indirect, of any kind whatsoever, which the Finalists may be subject to during their travels and stay for the purpose of the audition, in particular with respect to the models to be presented to the Jury.

The Prize Winner undertakes to pay any taxes, levies, social contribution, or any other possible fee of any kind whatsoever, that may be due by it pursuant to applicable laws as a result of the granting of the Prize. The Organizer shall be held harmless from any liability in such regard. In the event the payment of the financial Prize triggers any withholding tax, the amount of such withholding tax shall be deducted from the 300,000 euros financial Prize.

Any Candidate stands by all the commitments stipulated herein on behalf of its artistic director and, more generally all of its agents, representatives or employees.

#### **Article 17 – Severability**

If one of the clauses in these Terms and Conditions is declared null or unenforceable, in whole or in part, by virtue of any provision of applicable law, such clause shall be considered void, and such nullity or unenforceability shall not affect the other clauses herein.

#### **Article 18 – Applicable Law and Dispute Resolution**

The present Terms and Conditions are subject to the laws of France.

Participation in the Prize implies acceptance of these Terms and Conditions without reservation or restriction. Any practical difficulties in interpreting or applying these Terms and Conditions shall be decided definitively and as a last resort by the Organizer.

Any dispute between the Organizer and a Candidate shall be subject to the courts falling under the sole jurisdiction of the Appeal Court of Paris (*Cour d'appel de Paris*), France.

## Appendix

### Template for affidavit to be signed by each Semi-finalist and its artistic director

I, the undersigned [...];

[Acting in my capacity of [...] [of the company] [...];]

- confirm that I am participating voluntarily in the 2021 edition of the LVMH Prize for Young Fashion Designers (the "**Prize**") organized by LVMH Moët Hennessy – Louis Vuitton, a *société européenne*, having its registered office at 22, avenue Montaigne, 75008 Paris, registered to the Paris Trade and Companies Register under Number 775 670 417 ("**LVMH**" or the "**Organizer**");
- confirm that I have knowledge of, and accept, the terms and conditions of participation in the Prize as they appear in the Prize Terms and Conditions at [www.lvmhprize.com](http://www.lvmhprize.com) (the "**Website**"), as well as the Website General Terms of Use, and I agree without reservation to be bound by the dispositions and commitments set forth therein;
- undertake, in all circumstances, to respect the name and reputation of the Organizer and the LVMH Group (as defined in the Prize Terms and Conditions), as well as of their directors, administrators, or employees, and to abstain from any act that could harm them;
- certify and attest the accuracy of the information provided in my application;
- certify and attest that none of the Content, as defined by the Prize Terms and Conditions, harms the rights of third parties, particularly intellectual property rights and personality rights;
- certify and attest that I hold all intellectual property rights to this Content, or I have obtained the necessary authorizations to grant a license over this Content, pursuant to the Prize Terms and Conditions;
- confirm that I have granted LVMH a license to all the intellectual property rights to the Public Content, in the terms of Article 13 of the Prize Terms and Conditions;
- agree to be auditioned by the international jury charged with naming the Prize Winner and shall cause my artistic director to represent me at such audition;
- undertake to disclose to LVMH any existing or potential collaboration with any competitor of LVMH or of any LVMH affiliated entity;
- shall cause my artistic director to comply with the obligations contained herein;

In the event that I am the Prize Winner:

- I undertake to be represented by my artistic director at the public ceremony that may be organized by LVMH for presentation of the Prize, and, if asked by LVMH, any other event whose purpose is presenting, announcing, and promoting the Prize;
- I undertake to dedicate the financial Prize of three hundred thousand (300,000) euros received as part of the Prize for developing my design projects and to keep LVMH informed of how I use this financial Prize as part of the personal support that the Prize will afford me;
- For a period of twenty-four (24) months from receiving the Prize, I undertake to inform LVMH of any proposed collaboration, including employment, investment or acquisition of stake proposal I may receive from any third party, as well as of any offer to take any interest or buy any assets or intellectual property rights, so as to allow LVMH, if applicable, to exercise a right of priority;
- I undertake to keep the strictest possible confidentiality regarding any information about the LVMH Group that I may learn by participating in the Prize; especially as a consequence of the personal support afforded me as Prize Winner;

- I acknowledge that if I do not meet the commitments contained in this sworn statement and declaration, as well as the Prize Terms and Conditions and Website General Terms of Use, I will be stripped of the Prize as of right, and I am prohibited from any redress;
- I shall cause my artistic director to comply with the obligations contained herein.

In order to select the applications and prepare the necessary documentation for the visual and/or audiovisual announcement that will accompany the public introduction of the Finalists and the Prize Winner, LVMH may decide to have an audiovisual and/or photographic news story produced about me and my artistic director, to which LVMH will hold the rights.

For this purpose, and pursuant to the Terms and Conditions, particularly those on personality rights:

- I authorize LVMH, at no charge, to freely use, reproduce, show, and promote, worldwide and at its sole convenience, by any means, particularly on its Internet sites, and on any communications media known or unknown at this time (particularly the audiovisual and/or photographic news story), any information concerning me or the Public Content under the conditions described in the Prize Terms and Conditions;
- I acknowledge that LVMH shall hold all rights to audiovisual and photographic works created for the purpose of the Prize and may use them as it deems necessary.

I, the undersigned, artistic director of the Candidate:

- agree that personal information regarding me may be collected and processed by LVMH under the provisions of the Website General Terms of Use;
- consent expressly that personal data relating to me may be disclosed to recipients located outside the European Union pursuant to the provisions of the Website General Terms of Use;
- acknowledge that I have been informed of the rights set forth in Act 78-17 of January 6, 1978 regarding computerization, files, and rights, particularly the right to access, correct, and oppose the processing of, information regarding me;
- I undertake to comply with the undertakings provided herein.

FOR ALL LEGAL INTENTS AND PURPOSES.

Entered into in [...], on [...]

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*Signature of the Candidate*

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*Counter-signature of LVMH*

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*Signature of the artistic director of the Candidate*



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## LVMH PRIZE FOR YOUNG FASHION GRADUATES

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### TERMS AND CONDITIONS

#### Article 1 – Purpose

As part of its worldwide activities to support creativity in the fashion sector, the LVMH Group is launching the 2021 edition of the **LVMH Prize for Young Fashion Graduates** (the "**Prize**").

The purpose of the Prize is to make the LVMH Group's know-how available to assist young fashion designers with their entrepreneurial projects and foster their professional development. To this end, the Prize will be awarded to three young graduates who have completed an entire program of study at a fashion institute.

The goals of the Prize are philanthropic and artistic. Participant applications are reviewed by fashion professionals in particular on the basis of qualitative criteria: the candidates' academic profile, and the creativity, originality, innovation, technical sophistication, and craftsmanship of their creations. No registration fees are required to participate, nor are participants supposed to acquire or use any item whatsoever.

#### Article 2 – Organizer

The Prize is organized by LVMH Moët Hennessy – Louis Vuitton, a French *société européenne*, having its registered office at 22, avenue Montaigne, 75008 Paris, registered to the Paris Trade and Companies Register under Number 775 670 417 ("**LVMH**" or the "**Organizer**").

A copy of the French version of the present terms and conditions governing the 2021 edition of the Prize (the "**Terms and Conditions**") were duly filed with Me. Marie-Josèphe Bouvet, bailiff (*huissier de justice*) 354, rue Saint Honoré, 75001 Paris. The Terms and Conditions are available on the dedicated web site at [www.lvmhprize.com](http://www.lvmhprize.com) (the "**Website**"). They shall also be sent, at no charge, to anyone requesting them from the Organizer.

The Terms and Conditions may be modified or amended to at any time by the Organizer without previous notice. Any possible changes made to the Terms and Conditions shall be duly filed with a bailiff (*huissier de justice*), and shall enter into effect at the time they are published online on the Website. Any participant who refuses to accept the modification(s) to the Terms and Conditions must cease to take part in the Prize process.

The "**LVMH Group**" shall mean LVMH, any entity directly or indirectly controlled by LVMH, any entity directly or indirectly controlling LVMH, and any entity placed under the same control as LVMH, within the meaning of Article L. 233-3 of the Commercial Code.

#### Article 3 – Conditions for Participation

The Prize is open to any natural person over 18 of age who graduates or has graduated from a complete three (3) year program at a fashion institute in 2020 or 2021 (individually a "**Candidate**" and collectively the "**Candidates**").

There is no nationality or residency requirement for participating in the Prize.

#### **Article 4 – Candidate Participation**

To participate in the Prize, Candidates must fill out the application on the Website.

A Candidate may make only one application. In case of multiple applications by a Candidate, only one application will be taken into account by the Organizer.

#### **Article 5 – Application Forms**

The application form is accessible on the Website and contains the following information:

- i. information on the Candidate's identity and contact information;
- ii. information on the fashion institute from which the Candidate graduated, and the academic profile of the Candidate;
- iii. photos of a Candidate's fashion collection (men or women ready-to-wear);
- iv. formal approval of the Prize Terms and Conditions as well as of the Website Terms of Use.

The application form must be filled out directly on the Website before May 30, 2021 11:59 pm (Paris time) at the latest.

The application must be filled out in English.

Once the application is complete, the Organizer will send the Candidate an acknowledgement of receipt to the e-mail address indicated in the application form.

#### **Article 6 – Review of the Application Forms**

The Organizer shall proceed to review the applications on the basis of all the Terms and Conditions provided herein to study their admissibility and completeness.

Any application that is incomplete, submitted late, or that contains false or misleading information, shall be declared inadmissible, with the Organizer having no obligation to inform the concerned Candidate of this fact, and without the Candidate whose file was discarded being entitled to any indemnification; this is applicable at any stage of the process of granting the Prize.

#### **Article 7 – Selection of the Prize Winners**

The Organizer shall select, from the applications deemed to be admissible, three (3) Prize Winners (individually an "**Prize Winner**," and collectively, the "**Prize Winners**"), on the basis of the following qualitative criteria in particular: the Candidates' academic profiles, the creativity, originality, innovation, technical sophistication, and craftsmanship of the creations they submit to support their application for the Prize.

Prior to the selection of the Prize Winners, the Organizer may organize auditions of the Candidates of their choice in Paris or any other location determined by the Organizer. In this event, if a Candidate's audition does not take place in the city where the Candidate is located, the Organizer will cover the Candidate's reasonable costs for transportation and lodging related to the audition. These costs will be reimbursed only after receipts have been submitted, and subject to previous written authorization by the Organizer.

Any costs relating to insurance, airport services, excess baggage charges, visa fees, and all personal expenses (laundry, telephone, beverages, room service, tips, etc.) are to be borne by the Candidates being auditioned. Similarly, Candidates are responsible for taking care of all administrative and health procedures required for a stay in France or in any other location where an audition could take place in view of their personal status, in particular of customs formalities.

The decision of the Organization shall be final. No appeal shall be admitted.

The Organizer is not required to select Prize Winners if the quality of the applications is not deemed to meet the relevant qualitative criteria. Similarly, the Organizer reserves the right to grant any other award or special mention to any Candidate at its sole discretion.

#### **Article 8 – Conditions for Granting the Prize**

Actual granting of the Prize to the selected Prize Winners is contingent upon the following:

- i. the selected Prize Winners must sign an affidavit following the model annexed as **Appendix** to these Terms and Conditions and comply with the commitments and guarantees set forth herein; and
- ii. the selected Prize Winners must provide all documents, items, and information supporting their application deemed necessary by the Organizer.

To that end, the Organizer will send the selected Prize Winners, at the e-mail addresses indicated at the time of registration on the Website, the affidavit to be signed, as well as the list of documents, items and support information to be provided, if applicable.

The selected Prize Winners will then have a period of one (1) week from the date of receipt to return the following to the Organizer:

- i. the affidavit(s) duly signed; and
- ii. all requested documents, items, and support information, if applicable.

If the affidavit(s), as well as the required documents, items, and support information are not returned within the prescribed period, the Organizer may, at its sole discretion, decide to exclude the selected Prize Winner in question, without such exclusion entitling that the selected Prize Winners to any compensation or indemnification.

If the Organizer so wishes, it may then decide to choose a new Prize Winner from among the Candidates so that the number of Prize Winners stays set at three (3). Within the period set by the Organizer, this new presumed Prize Winner shall submit the affidavit and the appropriate documents, items, and support information.

#### **Article 9 – Announcement of the Names of the Prize Winners and Presentation of the Prize**

The names of the Prize Winners shall be announced in a press release issued by the Organizer that will be available on the Website, on the Organizer's company website, and/or by any other means determined by the Organizer. The Organizer reserves the right to inform each Prize Winner personally, subject to each Prize Winner undertaking to keep this information confidential until the official public announcement by the Organizer.

The Prize may be presented to the Prize Winners at a public ceremony arranged by the Organizer, during which it is possible that the Prize Winners' creations may be presented.

#### **Article 10 – Nature of the Prize**

The three (3) Prize Winners shall receive assistance from the LVMH Group to support their creation work as follows:

- i. financial support, in the amount of ten thousand (10,000) euros, to be paid in a lump sum; and
- ii. an offer of collaboration (freelance or otherwise) for a period of twelve (12) months in the studio of an LVMH Group company.

The terms of this collaboration shall be set forth in an agreement entered into between the Prize Winners and the Organizer or the relevant LVMH Group company.

The Prize is strictly personal and may not be transferred to or used by any person other than the Prize Winner. The Prize Winner may not assign or transfer the rights and obligations derived from the Prize to a third party.

#### **Article 11 – Calendar**

The estimated calendar for the 2021 edition of the Prize is as follows:

- i. Submission of the applications to the Website before May 30, 2021 11:59 pm (Paris time);
- ii. Review by LVMH of the admissibility of the applications in June and July 2021;
- iii. Selection of the Prize Winners by the Organizer in September 2021 according to the sanitary measures.

These dates are provided solely as an indication. They may be changed at the discretion of the Organizer if circumstances so require. The Organizer may also curtail, suspend, postpone, modify, or cancel the organization of the Prize without being held liable, and without any damages or lack of opportunity to the Candidates arising therefrom, even at the stage when the Prize Winners are being selected by the Organizer.

#### **Article 12 – Intellectual Property**

For the purposes of participating in the Prize, all Candidates shall:

- provide the Organizer with their first and last names;
- upload to the Website one or more photographs of themselves, several photographs, pictures, or animated pictures sequences (videos) showing their creations, and the verbal and figurative elements of any trademarks they may own or use;

(referred to hereinafter as the "**Content**").

The Content shall not be published on the Website by the Organizer and shall be used by the Organizer only for the purposes of analyzing applications.

The Organizer will make its best effort to keep confidential the applications of Candidates.

In the above context, and for the above purposes, Candidates grant to the Organizer a perpetual, irrevocable, and non-exclusive license to all intellectual property rights related to the Content, specifically including but not limited to copyrights, registered and unregistered designs rights, registered and unregistered trademarks rights, as granted by the provisions of the laws or regulatory provisions of all countries, as well as any current or future international conventions.

This license is granted worldwide, at no charge, and for the whole duration of intellectual property rights according to each country's legislation, including any possible extensions of such rights.

Under this license, the Organizer is authorized to use all or part of the Content, by any means, and as often as the Organizer deems necessary, to be used by the Organizer for the purposes of analyzing applications.

The Organizer is thus authorized – but only in the strict compliance with the aforementioned purposes:

- to reproduce or cause to be reproduced all or part of the Content; whether on a temporary or final basis, whether associated or not with any other elements of intellectual property of any kind,

whether of the same or a different type; using any process, known or unknown, on any device, known or unknown, whether paper-based or electronic;

- to show, or cause to be shown, the Content, whether associated or not with any other elements of intellectual property of any kind; whether of the same or a different type, as a whole or using excerpts, by presenting or announcing them to the public; and using any method of publication, dissemination, or broadcasting, known or unknown; particularly any electronic communications network, especially the Internet;
- to (or cause to) adapt, transform, arrange, modify, add to, subtract from, or translate the Elements of Intellectual Property, as the Organizer deems necessary, for the whole or partial use of the Content.

For the purposes of the organization of the Prize, all Candidates guarantee to the Organizer:

- that the intellectual property rights to the Content legally exist, and that they undertake to carry out the necessary actions to maintain, and, if applicable, renew these rights, bearing any costs related to these actions;
- that they hold all intellectual property rights and authorizations, allowing them to upload the Content to the Website, and to grant the above mentioned license; and that, if applicable, they have been authorized by anyone who may have contributed to creating the Content to upload it or grant such license;
- that the Content does not infringe the rights of third parties, and that it is not the object of any claim or actions of infringement, invalidity, revocation, or recovery.

Candidates guarantee that LVMH may freely and peacefully use the Content for the purposes defined above.

#### Provision Applicable to the Prize Winners

The names of the Prize Winners will be announced in a press release issued by the Organizer, to be available specifically on the Website and on the Organizer's company website, and/or by any other means determined by the Organizer. In this context, the Organizer may decide to have an audiovisual and/or photographic news story, which will be publicly released, produced about the Prize Winners and/or their creations.

For this purpose, the Candidates undertake at this time to negotiate in good faith with the Organizer in order to grant, at no charge, a license to the intellectual property rights on photographs, pictures, or animated picture sequences showing them or their creations; as well as any verbal or figurative elements of trademarks they may own or use, which could be useful for presenting, announcing, and promoting the Prize, the Candidates, and their creations; this includes LVMH Group corporate communications.

#### **Article 13 – Personality Rights**

The Content that Candidates submit with their applications for the Prize contains information that are protected by personality rights, (such as, for example, pictures of the models in the photographs showing a Candidate's designs), to be known hereinafter as "**Personality Features**":

Candidates grant LVMH, an irrevocable and non-exclusive authorization to use, reproduce, show, and freely promote, in whole or in part, the Personality Features that are part of the Content by any means, and as often as the Organizer deems necessary, to be used by the Organizer, Committee of Experts, and Jury for the purposes of analyzing applications.

This authorization is granted, at no charge, world-wide, for a period of fifteen (15) years.

This authorization applies to all rights related to Personality Features that may be recognized by the provisions of the laws or regulatory provisions of all countries, as well as current or future international conventions.

Candidates guarantee that they have obtained the necessary authorizations, in the context of this Prize registration, to use the Personality Features related to all third parties whose first or last names and/or

pictures are sent by Candidates to the Organizer, particularly the necessary authorizations for the rights to use pictures of the models wearing the Candidates' creations.

Candidates guarantee that LVMH may freely and peacefully use the Personality Features for the purposes defined above.

#### Provision Applicable to the Prize Winners

Candidates recognize and accept that, if they are selected as an Prize Winner, the above authorization will also apply to all photographs, images or animated pictures sequences (video) showing them (thus being included under Personality Features) that may be taken and recorded during any event for presenting, announcing, or promoting the Prize, and for LVMH Group corporate communications, especially as part of producing any visual or audiovisual announcement in relation to the public introduction of the Prize Winners.

#### **Article 14 – Candidate Independence and Conflict of Interests**

The LVMH Group shall in no way interfere with the creative decisions of the Candidates, nor in how they structure their work or manage their activities; no right over the Content shall be transferred to LVMH, except for the provisions of Articles 12 and 13 above. No relationship of subordination of any kind may be established between the LVMH Group and the Candidates.

Under no circumstances, and by no means, Candidates shall be considered as agents, employees, or associates of the LVMH Group. Participation in the Prize does not grant Candidates any authority, title or right to represent themselves as representatives of the LVMH Group or to act in any way in the name of or on behalf of the LVMH Group.

The Organizer reserves the right to disqualify Candidates at any time, and, if necessary, to strip Prize Winners of their Prize, in the event that the terms of these Terms and Conditions, or the Website General Terms of Use are not followed; or in the event of behavior that could harm the name and reputation of the LVMH Group, its directors, administrators, or employees.

#### **Article 15 – Liability**

The Organizer shall not incur liability in the event that force majeure, or unforeseen circumstances against its will, harm the organization and management of the Prize.

The Organizer may not be held liable for possible thefts, injuries or damages, direct or indirect, of any kind whatsoever, which the Candidates may be subject to during their travels, and especially their stay; this is in particular regard to any styles that may be submitted to the Organizer for audition purposes.

The Prize Winner undertakes to pay any taxes, levies, social contributions, or any other possible fee of any kind whatsoever, that it may due pursuant to applicable law; with the Organizer being held harmless from any liability in such regard. In the event the payment of the financial Prize triggers any withholding tax, the amount of such withholding tax shall be deducted from the 10,000 euros financial Prize.

#### **Article 16 – Severability of the Clauses**

If one of the clauses in these Terms and Conditions is declared null or unenforceable, in whole or in part, by virtue of any provision of applicable law, such clause shall be considered void, and such nullity or unenforceability shall not affect the other clauses herein.

#### **Article 17 – Applicable Law and Dispute Resolution**

The present Terms and Conditions are subject to the laws of France.

Participation in the Prize implies acceptance of these Terms and Conditions without reservation or restriction. Any practical difficulties in interpreting or applying these Terms and Conditions shall be decided definitively and as a last resort by the Organizer.

In the event of a dispute between the Organizer and a Candidate, this litigation shall be submitted to the courts falling under the sole jurisdiction of the Appeal Court of Paris (Cour d'appel de Paris)..

## Appendix

### Template for Sworn Statement and Declaration to be Signed by Each Selected Prize Winner

I, the undersigned [...],

- confirm that I am participating voluntarily and individually in the 2021 edition of the LVMH Prize for Graduates (the "**Prize**") organized by LVMH Moët Hennessy – Louis Vuitton, a *société européenne*, having its registered office at 22, avenue Montaigne, 75008 Paris, registered to the Paris Trade and Companies Register under Number 775 670 417 ("**LVMH**" or the "**Organizer**");
- confirm that I have knowledge of, and accept, the terms and conditions of participation in the Prize as they appear in the Prize Terms and Conditions at [www.lvmhprize.com](http://www.lvmhprize.com) (the "**Website**"), as well as the Website General Terms of Use, and I agree without reservation to be bound by the provisions and commitments set forth therein;
- undertake, in all circumstances, to respect the name and reputation of the Organizer and the LVMH Group (as defined in the Prize Terms and Conditions), as well as of its directors, administrators, or employees, and to abstain from any act that could harm them;
- certify and attest to the accuracy of the information provided in my application;
- certify and attest that none of the Content, as defined by the Prize Terms and Conditions, harms the rights of third parties, particularly intellectual property rights and personality rights;
- certify and attest that I hold all intellectual property rights to this Content, or I have obtained the necessary authorizations to grant a license over this Content, pursuant to the Prize Terms and Conditions;
- confirm that I have granted LVMH a license to all the intellectual property rights to the Content, in the terms of Article 12 of the Prize Terms and Conditions;
- agree that personal information regarding me may be collected and processed by LVMH under the provisions of the Website General Terms of Use;
- consent expressly that personal data relating to me may be disclosed to recipients located outside the European Union pursuant to the provisions of the Website General Terms of Use;
- acknowledge that I have been informed of the rights set forth in Act 78-17 of January 6, 1978 regarding computerization, files, and rights, particularly the right to access, correct, and oppose the processing of information regarding me;
- undertake to be physically present at the public ceremony that may be organized by LVMH for presentation of the Prize, and, if asked by LVMH, any other event whose purpose is presenting, announcing, and promoting the Prize;
- for a period of twenty-four (24) months from receiving the Prize, I undertake to inform LVMH of any employment offer or offer of collaboration that I may receive;
- undertake to keep the strictest possible confidentiality regarding any information about the LVMH Group that I may learn by participating in the Prize;
  
- undertake to disclose to LVMH any existing or potential collaboration with a competitor of LVMH or of any LVMH affiliated entity;
  
- acknowledge that if I do not meet the commitments contained in this sworn statement and declaration, as well as the Prize Terms and Conditions and Website General Terms of Use, I will be stripped of the Prize as of right, and I am prohibited from any redress.

In order to select the applications and prepare the necessary documentation for the visual and/or audiovisual announcement that will accompany the public introduction of the Prize Winners, LVMH may decide to have an audiovisual and/or photographic news story produced about the Prize Winners, to which LVMH shall hold the rights.

For this purpose, and pursuant to the Terms and Conditions, particularly those on personality rights:

- I authorize LVMH, at no charge, to freely use, reproduce, show, and promote, worldwide and at its sole convenience, by any means, particularly on its Internet sites, and on any communications media known or unknown at this time (particularly the audiovisual and/or photographic news story), any information concerning me or the Content under the conditions described in the Prize Terms and Conditions;



- I acknowledge that LVMH shall hold all rights to audiovisual and photographic works created for the purpose of the Prize;
- I undertake to irrevocably waive any recourse or appeal of any kind against LVMH resulting from my application for the Prize, or relative to the use of my image, my name, or the above mentioned media devices as part of the Prize process, subject to the above limitations.

FOR ALL LEGAL INTENTS AND PURPOSES.

Entered into in [... ], on [...]

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*Signature of the Candidate*

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*Counter-signature of LVMH*