

CAUDALIE #DOTHEBRIGHTTHING #Vinopect Giveaway

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The CAUDALIE #DOTHEBRIGHTTHING Giveaway (the "Contest") is subject to all applicable federal, state and local laws apply. Void where prohibited.

ELIGIBILITY: Open only to legal residents of the 50 United States, D.C. and Canada. 18 years of age or older. The following are not eligible: Officers, directors and employees of Caudalie USA, Inc. ("Sponsor"), its parent and subsidiary companies, and any administrative, advertising or promotional agency involved in the development, administration, promotion or implementation of the Contest, along with members of their immediate families (spouses and/or parents children and siblings, and their spouses, regardless of where they reside) and/or persons living in the same households (whether or not related thereto).

Contest PERIOD: The Contest begins 4/27/20 at time of original post from @caudalieus and ends 5/27/20 at 11:59:59 p.m. ET ("Contest Period"). The Sponsor's database computer is the official timekeeping device for this Contest.

HOW TO ENTER:

Post an Online Review: To enter the competition and try to win the competition prizes, participants must post a photo or video recommending the Vinoperfect Serum on their Instagram account, using the #DoTheBrightThing hashtag and @caudalieus in the description. In Canada you must enter the hashtag #VinoperfectCA.

To enter, participants must meet all the following conditions:

1. Log on to the <https://www.instagram.com/> webpage and access their personal Instagram account;
2. Post a video or photo recommendation about Vinoperfect Serum or more generally about the Vinoperfect line;
3. Use the contest hashtags
 - a. In the US use #DoTheBrightThing and @caudalieus in the description of the Instagram post;
 - b. In CA use #vinoperfectCA and @caudalieus in the description of the Instagram post;
4. Post one of the following good quality content:
 - A before and after photo or video about using the Serum or any favorite Vinoperfect Product
 - A video talking about the Serum's properties or another product in the Vinoperfect line

- A video describing the Serum or another product in the Vinoperfect line & why you love it / use it.
- A photo with the Serum and a product description or a photo of another product in the Vinoperfect line and its description.

One of these four conditions must be met in order for your entry to be accepted.

Each participant may enter as many times as they like.

Any incomplete or incorrect identification or entry, whether intentional or not, or entered in a different form from that stated in these rules shall be deemed invalid.

Any request to take part using several email addresses and from an account opened in somebody else's name shall be excluded. A single account shall be opened per person with the same last name, first name and address.

Each participant in the competition transfers to CAUDALIE, free of charge and worldwide, all its property rights relating to the creation of videos and/or photographs and authorizes CAUDALIE to make commercial use of the videos and/or photographs thus created, in any medium whatsoever and in particular on a specially dedicated page on the website www.caudalie.com.

DATA: All information you submit to Sponsor is subject to Sponsor's data policy posted at <https://us.caudalie.com/legal-statement>

WINNER SELECTION AND NOTIFICATION: One (1) Grand Prize winner and (5) additional winners will be randomly selected on the selection / draw day 5/28/2020) The potential winner will be notified via announcement in the original post's comments section, followed by instagram direct message the day after such day of the giveaway Period ends. Sponsor will request each potential winner to respond with shipping information and other necessary contact information either through Instagram Direct Message or via email to the customer care representative of Sponsor. Any potential winner must respond to the notification within five (5) days. Failure to do so may result in disqualification and award of prize to an alternate winner. Each potential winner is only eligible to win once throughout the Contest period. Each potential winner also may be required to execute and return an affidavit of eligibility, release of liability, and except where prohibited, publicity release (collectively "Contest Documents"). Failure to comply when requested may result in disqualification and award of prize to an alternate winner. If a potential winner cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules, or if any prize or prize notification is returned as undeliverable, such potential winner will be disqualified and the prize may be awarded to an alternate winner. If any eligible winner is deemed a minor under the laws of his or her state of residence, a parent or legal guardian must sign any necessary Contest Documents.

PRIZES/ODDS: One (1) Grand prize ("Prize") is available and a total of five (5) additional available Prizes. The Prize consists of the following items. The value listed next to the Prize is its approximate retail value.

Grand Prize

1 year of Caudalie product: Valued at \$3, 131. 10 Essence 100mL, 10 Vinoperfect Serum, 10 Vinoperfect Day Cream, 10 Vinoperfect Night Cream, 5 Micellar Water, 5 Cleansing Oil, 2

Nourishing Body Care 200mL, 2 Vinoperfect Hand Cream , 2 Vinosculpt Balm, 2 Crushed Cabernet Scrub. Draw on 05/28

Five (5) Additional Prizes

Full Vinoperfect Collection: Valued at \$252. 1 Vinoperfect Radiance Serum, 1 Vinoperfect Brightening Essence, 1 Vinoperfect Brightening Day Cream, 1 Vinoperfect Glycolic Night Cream

PRIZE TERMS: Sponsor reserves the right to substitute a similar Prize (or Prize element) of comparable or greater value if any advertised prize becomes unavailable. The value of the prize is determined at the time of writing these rules and its value may not be challenged. All taxes and other expenses, costs or fees associated with the acceptance and/or use of any prize are the responsibility of the winner. Prize cannot be transferred or exchanged by the winner or redeemed for cash. The prize, if awarded, will be sent free of charge by post to the winner within 6 weeks of receipt by the organizer to his/her postal address. Each prize will be awarded “as is” with standard CAUDALIE warranties and guarantees.

GENERAL CONDITIONS: By entering, you agree, for yourself and your heirs, executors, and administrators (a) to release and hold harmless Sponsor and its officers, directors, sales representatives, distributors, prize providers, vendors, contractors, and employees (collectively, “Released Parties”) from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, relating to your participation in the Contest and/or your acceptance, possession, use or misuse of any prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest; (c) if selected as a Winner, to the posting of your name online and the use by Released Parties of your name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use, except where prohibited by law; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Contest judges, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest at Sponsor’s sole discretion. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest.

ADDITIONAL TERMS: Sponsor reserves the right to disqualify from any promotion any person it believes has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages fully permitted by law. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulation) or other “force majeure” event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants’ or any other person’s computer relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications, network, electronic, technical or computer failures of any kind, for inaccurate transcription of entry information, for errors in any promotional or marketing materials in these Official Rules, for any human or

electronic error, or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged or returned. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest, in whole or in part, if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. If the Contest is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances. Sponsor may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or Sponsor's agent or representatives; or behaves in any other disruptive manner (as determined by the Sponsor in sole discretion).

DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL THE PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

WINNER LIST: In the US each winner's name will be available in the contest post following the draw date & for approximately 30 days after the conclusion of the Contest by request. In Canada the winner's names will be available by request to the Customer Care team.

SPONSOR: Caudalie USA, Inc., located at 70 West 36th Street, New York, NY 10018.