

RULES OF THE PETIT BATEAU

« ADVENT CALENDAR »

Article 1 : Company Organisation

The company "PETIT BATEAU" with a capital of £13,263,824, registered in England and Wales under Petit Bateau UK LTD, 2nd floor, 35-36 Great Marlborough Street, London W1F 7JF. Organises from Thursday, December 1, 2016, at 00: 00: 00 to Saturday, December 24, 2016, 23:59:59, a free promotion and no transaction needed for the "AVENT CALENDAR". On the website which is accessible from the URL <http://www.petit-bateau.co.uk/> as well as in our network of stores.

Article 2: Definitions

"Participant" means any visitor wishing to participate in the Promotion who is aware of and accepts the terms and conditions by validating their registration with the Promotion. Any minor child who participates in the Promotion is to be imperatively assisted by one of his/her parents or legal representative.

"Online" website published by Petit Bateau is accessible following the URL address <http://www.petit-bateau.co.uk/>

"Store" to find our network of Petit Bateau branches and list of stockists please follow the this URL address <https://www.petit-bateau.co.uk/s/ListingBoutique.aspx>

"Registration form": the form is accessible at the URL https://www.petit-bateau.co.uk/e/uk_4/petit-bateau-winter-game-2016.html composed of text boxes, drop-down menus and check-boxes where you can register to the Promotion for free.

"Participation form": flyer (available for free in all stores) is to be completed and deposited in the ballot box provided for this Promotion.

Article 3: General conditions of participation

Petit Bateau team members and their families, their cohabitants and in general, companies participating directly or indirectly in its promotion and / or implementations are excluded from the operation.

Any minor child who participates in the Promotion is to be imperatively assisted by one of his/her parents or legal representative.

The Participant undertakes to complete in good faith the Registration Form and / or the Participation Form placed at his disposal and to transmit accurate information to Petit Bateau. The Participant must fill in all the fields of entry except those mentioned as not obligatory. Any incorrect or incomplete registration will not be taken into account and will result in the nullity of the participation.

The Participant has the ability to participate in the Promotion in store and on the Website, it being understood that participating more than once will not make the chances of winning higher. In the event of an application being made more than once the individual in charge of picking the winner will choose a new winner if the applicant who one has entered more than once. In the case of multiple applications in the stores or on the website by the same participant, the participation will be completely removed from the promotion.

a) Online

Participating in the Promotion is free and without the obligation of making a purchase. The participant will need internet access and an email address.

Only one application per Participant (same surname, first name, same date of birth) during the entire period of the Promotion is allowed. It is strictly forbidden for the same participant to participate in the Promotion with several email addresses as well as to participate in the Promotion from the account opened for the benefit of another person.

Article 4 : Acceptance of Rules

Participation in the Operation implies the unconditional acceptance of the participant or his/her parents or legal representative in the case of a Minor participant. All applicants must abide by Petit Bateau's general terms and conditions of the website.

Any person who violates one or more of the terms and conditions of the present Regulations will be deprived of the possibility to participate in the operation, will be disqualified or will be deprived of the endowment that s/he could possibly have won.

Article 5 : Operation Presentation

The Sweepstakes consists of a draw of one (1) winners from the Participants who correctly completed the Registration Form on the Website or the Entry Form in store.

In order to participate in the Promotion:

a) Online

To validate entry in the draw, the participant must:

- Login on the PETIT BATEAU website at the following URL: Each Participant can download the digital content (story, tutorial, game, colouring etc.) from this URL every day from December 1 to 24, 2016, in the form of an Advent calendar.
- Open a box of the Advent calendar, another Internet window will open, with a link to another page of the site accessible at the address https://www.petit-bateau.co.uk/e/uk_4/petit-bateau-winter-game-2016.html allowing the participant to complete the necessary information via the Registration Form in order to participate in the operation (the participant must fill in all the fields of entry except those mentioned as 'Are not mandatory');
- Accept the rules and conditions of the operation;
- Validate its participation in the operation and its conditions, by clicking on the corresponding link.

Article 6 : Winner Selection

At the end of the Operation, one (1) persons will be drawn by lot among the participants who participated in the Operation (in store and online). The draw will be made on Tuesday, 24 January, 2017 by Parys Joseph – 2nd Floor, 35-36 Great Marlborough Street, W1F 7JF LONDON.

Article 7 : Description

The Winner (the "Grand Winner") will win:

- One (1) PETIT BATEAU gift card in the amount of one hundred pounds (£100) All taxes included, valid for 1 year from the date of issue only in participating PETIT BATEAU stores in London and Cambridge. The terms of use of which appear on the back of the gift card;

The award is nominative, non-marketable and non-assignable.

In the unlikely event of the winner(s) being unsatisfied with their award they may not be taken back, exchanged, or made an object of financial compensation or financial equivalent by PETIT BATEAU.

Petit Bateau reserves the right to replace or modify the donation's at any time and without prior notice. Any modification shall be notified to the participant.

In the event that the Prize allocated are no longer available for reasons beyond the control of Petit Bateau, the latter undertakes to replace these Prize with prizes of equivalent nature and value.

Petit Bateau will contact Winner by e-mail within two (2) weeks of the draw date, starting Tuesday, 7 February, 2017.

An e-mail will inform them of the terms and information necessary for the delivery of their award (postal address, contact number, e-mail address of the Participant or their legal representative) to which they will have to comply.

Winner will then have fifteen (15) days from receipt of the e-mail to contact Petit Bateau.

In the event that the Winner are unworthy, have given incorrect contact details, have not contacted Petit Bateau in the time limit mentioned above, or do not follow the instructions of Petit Bateau in order that the latter may award the winnings to the Winner.

Petit Bateau shall not be held liable in the event that one or more winner cannot be reached by e-mail or contact number for any reason beyond its control.

For the purposes of delivery of the prizes, the winners will need to authorise all checks concerning their identity and their residence.

The Prizes will be sent to the winner by post to the address provided in the e-mail of participation.

In no case shall Petit Bateau be held liable for the delay in making the Prize available and in the event that it is impossible for the Prize Winner (s) to benefit from their Prize (s) due to circumstances beyond the control of Petit Bateau. In particular, Petit Bateau cannot be held liable in the event of loss and / or deterioration of the Prize by the Post Office or by any similar third party service provider.

Without prejudice to any legal action, Petit Bateau is not obliged to make the beneficiary participant benefit from any winnings if it has clearly and by any means succeeded in distorting the result of the operation or has not complied with the Terms and conditions.

Article 8 : Promotion and Publicity of Participants :

By accepting these Terms and Conditions, Entrants, including Winners, or their legal representatives authorise Petit Bateau to use their first name, surname and city of residence, in any promotional event related to this operation, in any country, on any existing or future medium, without such use giving rise to any consideration other than the Earned Prize, for a maximum period of two (2) years.

In the event that the Participants do not wish to do so, they must let us know in writing and mail to the following address:

Petit Bateau – Customer Services
Promotion «ADVENT CALENDAR»
2nd Floor
35-36 Great Marlborough Street
W1F 7JF London

Article 9: Personal data

The information provided by the participants in relation to the operation will be processed in computerised form for the purpose of registering the entries, informing the Winners of the result of the Operation and sending them their award. In accordance with the choices made by the participants, the said information may be used by Petit Bateau for the purpose of commercial prospecting outside the operation and may be communicated to the Yves Rocher Group to which Petit Bateau is owned by, as well as to the partners Of Petit Bateau.

Article 10 : Data Protection

In accordance with the provisions of article 34 of the Data Protection Act 1998, relating to data processing, files and freedoms, as amended by the Act of 2003, each Participant benefits of a right of access, rectification, opposition and suppression of the data concerning him with Petit Bateau.

These rights may be exercised by written request addressed to the following address:

Petit Bateau – Customer Services
Promotion «ADVENT CALENDAR»
2nd Floor
35-36 Great Marlborough Street
W1F 7JF London

Or via the contact form available at <http://www.petit-bateau.co.uk/c/contact.aspx>

Article 11: Liability

The method of issuing the endowments will be carried out under the responsibility of Petit Bateau.

However, its liability shall not be incurred if a Participant:

- Suffered any technical breakdown (line condition, EDF failure, server incident, accidental disconnection ...)
- provided inaccurate or incomplete details which did not allow them to be informed of their winnings or to send them their award.

Participation in the Operation involves knowledge and acceptance of the characteristics and limitations of the technologies used by the Network and related technologies, including technical performance, response times for consulting, The risks of malfunctioning, and more generally the risks inherent in any connection and transmission, the lack of protection of certain data against possible misuse and the risk of contamination by possible viruses circulating on the network.

Given the characteristics of the Internet such as the free capture of the information disseminated and the difficulty or even the impossibility of controlling the use that could be made of it by third parties, Petit Bateau cannot be held responsible for any misuse of this information.

Consequently, Petit Bateau cannot under any circumstances be held liable, without this list being limiting:

- The transmission and / or receipt of any data and / or information on the Internet;
- Any malfunction of the Internet network preventing the smooth running / operation of the operation;
- Failure of any receiving equipment or communication lines;
- Loss of any paper or electronic mail and, more generally, loss of any data;
- Routing problems;
- The operation of any software;
- The consequences of any virus, computer bug, anomaly, technical malfunction;
- any damage caused to a participant's computer;
- Any technical, hardware or software failure of any kind which has prevented or restricted the possibility of participating in the operation or having damaged a participant's system.

Petit Bateau cannot be held responsible for the fraudulent use of the rights of connection or allocation of the award of a participant. As such, any request for participation made by means of an email address with a period of validity of less than thirty (30) days. These do not allow Petit Bateau (i) to contact the winners at the end of the operation and / or (ii) to guarantee the participants the correct reception of the commercial offers or invitations to the next operations Notwithstanding the prior agreement of the latter, cannot engage the responsibility of Petit Bateau.

It is specified that Petit Bateau cannot be held responsible for any direct or indirect damage resulting from any interruption, any malfunction, suspension or the end of the operation, for any reason whatsoever, or for any direct or indirect damage resulting in any way from a connection to the website. It is the responsibility of any participant to take all appropriate measures to protect its own data and / or software stored on its computer equipment against any infringement.

The connection to the Website and the participation in the operation of any person takes place under their entire responsibility.

Petit Bateau may avail itself, in particular for the purpose of proof, of any act, fact or omission, programs, data, files, recordings, operations and other elements (such as follow-up reports or other reports) Or indirectly by Petit Bateau, in particular in its information systems, in connection with the use of the website.

The participants undertake not to challenge the admissibility, validity or probative force of the aforesaid elements on the basis of any legal provision whatsoever and specifying that certain documents must be written or signed by the parties to constitute evidence.**

Elements considered constitute useful evidence, are admissible, valid and enforceable between the parties in the same manner, under the same conditions and with the same probative force as any document drawn up, received or retained in writing.

Petit Bateau will make its best efforts to allow access to the operation at any time, without being obliged to do so. If for technical reasons, updates or maintenance, interrupt access to the website and the operation contained therein. Petit Bateau shall in no case be responsible for these interruptions and their consequences.

Petit Bateau cannot be held liable if, for reasons beyond its control, the Operation is partially or totally modified, postponed or canceled. No compensation may be claimed in this respect.

Petit Bateau cannot be held liable in the case of interruption of service caused by an Internet network incident or by a technical incident beyond its control. Petit Bateau cannot be held liable if, as a result of incidents in the transmission of the electronic mail, the participation confirmation have not reached him.

Petit Bateau shall be released from all liability in the event of the occurrence beyond its control (strikes, bad weather, etc.) which would even partially deprive the Winner (s) of his / her Grant. Petit Bateau reserves the right to shorten, extend, modify or cancel the operation if exceptional circumstances require so. Its liability cannot therefore be incurred.

Article 12: Compliance with the rules

Participating in the Operation implies a loyal attitude, meaning absolute respect for the rules and rights of the other participants.

The Participants shall refrain from implementing or attempting to implement any participation process that is not strictly in accordance with the principles of the Operation and these Regulations.

At any time, Petit Bateau reserves the right to exclude from participation in the operation any participant disturbing the progress of the operation (especially in the cases of cheating or fraud)

Petit Bateau also reserves the right to prosecute anyone who attempts to defraud or interfere with the smooth running of the Operation.

Petit Bateau can decide to cancel the operation if it appears that obvious fraud has occurred in any form whatsoever, in particular as a result of the participation in the operation or the determination of the Winners.

Article 14 : Modification of Rules

Petit Bateau reserves the right to modify the articles of the present Regulations and in particular the rules of the operation and the allocation, primarily to take account of the evolution of legal, regulatory or administrative provisions, judicial decisions, recommendations issued by the bodies in charge of the administration of the Internet network and the commercial policy of Petit Bateau.

Any amendment will be amended by PARYS – 2nd Floor, 35-36 Great Marlborough Street, W1F 7JF, LONDON

Article 15 : Rules

These Rules are deposited with Parys – 2nd Floor, 35-36 Great Marlborough Street, W1F 7JF LONDON.

It may also be consulted at any time on the Petit Bateau website for the duration of the Operation at the following URL:
http://medias.petit-bateau.com/Media/download/game_rules_advent-calendar-petit-bateau-2016.pdf

The paper version is also available upon request, in all Petit Bateau stores.

Article 16 : Rule Questions

Any questions concerning the application or interpretation of the Rules or any unforeseen questions that may arise, will be decided, depending on the nature of the question, by Petit Bateau.

The Promotion is subject to English law. The Participants are therefore subject to the English regulations applicable to games.

Any dispute arising in connection with this Promotion and which cannot be settled amicably will be submitted to the competent courts of the UK.