
LVMH PRIZE FOR YOUNG FASHION DESIGNERS

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 2019 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 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*, with a share capital of 152.094.089,70 euros, 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 2018 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 (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 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 (2) ready-to-wear (women or men) collections for at least two 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 February 4, 2019 at 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 – 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, based 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.

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**").

The Organizer may decide to organize the presentation of creations of the shortlisted Candidates in a show room. In such a case, the shortlisted Candidates undertake to contribute to the installation of their creations in the show room. The Organizer will cover the costs reasonably incurred by the shortlisted Candidates for transportation and lodging related to the show room, as well as the costs associated with transporting the creations to be presented. These costs will be reimbursed on receipts only or borne directly by the Organizer, 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. 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.

On the basis of the shortlisted applications and, of the presentation in the show room, if any, each member of the Committee of Expert shall be asked to vote for one Candidate, with regard to the following qualitative criteria: the creativity, originality, innovation, technical sophistication, and craftsmanship of the collections submitted by the Candidates to support their applications for the Prize.

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 the following:

- i. each Finalist and its artistic director must sign an affidavit following the model annexed as **Schedule** to these Terms and Conditions and comply with the commitments and guarantees set forth herein; and
- ii. each Finalist must 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 affidavit to be signed, as well as the list of documents, items, and information to be provided, if applicable.

Each Finalist will then have a period of ten (10) days to return the following to the Organizer:

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

If the affidavit(s) and 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 the next Candidate, in order of the number of votes received from the Committee of Experts, so that the number of Finalists stays set at ten (10). In such a case, this new Finalist shall submit a signed affidavit and 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: 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 chairman 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 2019 edition of the Prize is as follows:

- i. Submission of the applications on the Website before February 4, 2019 11:59 pm (Paris time);
- ii. Shortlisting of the Candidates by the Organizer until February 15, 2019
- iii. Selection of the Finalists by the Committee of Experts until February the 28th and March the 1st, 2019;
- iv. Announcement of the Prize Winner by the Jury and award of the Prize in June 2019.

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**").

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€ 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 Finalist and its artistic director

I, the undersigned [...];

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

- confirm that I am participating voluntarily in the 2019 edition of the LVMH Prize for Young Fashion Designers (the "**Prize**") organized by LVMH Moët Hennessy – Louis Vuitton, a *société européenne*, with a share capital of 152.094.089,70 euros, 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 (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;
- 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 keep LVMH informed of how I use the financial Prize of three hundred thousand (300,000) euros received 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 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 [...]

Signature of the Candidate

Counter-signature of LVMH

Signature of the artistic director of the Candidate