

## TERMS AND CONDITIONS OF THE CONTEST “ELLE Grants”

### 1. DEFINITIONS

**Contest:** means the promotional action named “ELLE Grants” organized by Mindway Ecosystem S.L., (hereinafter, “**Mindway**”), in accordance with the present T&C.

**Program:** means the “Elle International Fashion and Luxury Management Program” Executive Program in “Hybrid US” or “Special Paris and US” modalities provided by Mindway. This contest excludes the Online only modality.

**Webpage:** means the webpage where the T&C of the Contest will be available to contestants at <http://fashionluxuryprogram.elle.fr/elle-grant/>.

**Territory:** United States, France, Spain, Mexico, Italy, Sweden, Australia, Russia, Taiwan, United Kingdom, Bahrain, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Turkey, United Arab Emirates, Hong Kong, Canada, Brazil, Czech Republic.

### CONTEST ORGANIZER

The Contest is organized by Mindway with VAT n. B-85.190.734, with corporate address at C/María de Molina, 27 – 28006 (Madrid, SPAIN). Mindway is registered under the company registry of Madrid.

### 2. TERM

The term the Contest starts on January 30<sup>th</sup>, 2019 at 00:00h CET and ends on February 12<sup>th</sup>, 2019, at 00:00h CET, both dates included.

### 3. PURPOSE OF THE CONTEST

The purpose of the Contest is to promote the Program.

### 4. PRIZE

The contestant who wins the Contest will be awarded with a twenty-five percent (25%) discount on the total tuition fee of the Program of his or her election.

Under no circumstance can the Prize be redeemed for its cash value.

The Prize will be limited to two (2) winners for each country included within the Territory.

### 5. CONDITIONS FOR CONTESTANTS

6.1. All candidates of legal age who have applied to the Program through its Apply Webpage and have been accepted by the admissions department after the start of the contest, are eligible to participate in this Contest.

6.2. The participation in the Contest is free.

6.3. The Contest will be announced, including but not limited to, through the channels that ELLE International and Mindway deems appropriate.

6.4. Employees of ELLE International and Mindway are excluded from participating in the Contest.

6.5. The acceptance of the T&C is a necessary condition to participate in the Contest and to obtain the Prize. The contestant will be considered to have given his or her consent when filling out the Contest application form, as described on Clause 7. The T&C will be available at the Webpage.

6.6. Mindway reserves its right to amend these T&C and to take the appropriate measures to resolve conflicts or difficulties that may arise in the development of the Contest, as long as they are justified, do not harm the contestants and are communicated properly.

## **6. CONTEST MECHANICS**

7.1. During the Term of the Contest, contestants must (i) access the Webpage; (ii) apply to the Program by completing the online application form; and (iii) submit the requested documents (CV and the Statement of Interest).

7.2. Once the application form has been completed, it must be accepted by the Admissions Program's Department.

In the event of not being accepted by the Admissions Department, the applicant will no longer be eligible to continue participating in the Contest.

7.3. When the Admissions Department accepts the candidacy, the contestant shall upload a video to the Webpage discussing the topic "The impact of the fashion and luxury industries across other business sectors", (hereinafter, the "**Video**" or "**Videos**"). The Video shall have a duration no longer than sixty (60) seconds. Any creative and editing resources could be used in the making of the Video.

## **7. WINNERS SELECTION**

8.1. At the end of the Contest's Term, a selection committee composed of one (1) member of ELLE International and two (2) members of Mindway will choose two (2) contestants for each country within the Territory as winners of the Prize defined above. The selection committee will select substitutes for the contestants in case the winners decide not to accept the Prize.

8.2. The selection committee will select as winners the Videos that best defend the proposed theme "The impact of the fashion and luxury industries across other business sectors", and that also possess the best image and presentation.

8.3. In case none of the winners or the substitutes accept the Prize, Mindway reserves its right to declare the Contest deserted.

8.4. Mindway will not give the Prize to a winner if he or she has committed fraud, manipulation, malicious conduct, transgression of norms of good faith, fallacious or improper conduct, use disproportionate means, fraudulent or abusive means, or violates these T&C at either end, or if the contestant is an employee.

In the event that the irregularities are detected after the effective delivery of the Prize, the winners shall return the value of the Prize to Mindway. Mindway reserves its right to exercise the pertinent legal actions against the contestants.

8.5. Mindway reserves the right to resolve the aspects not covered by these T&C according to their interpretation.

## **8. PRIZE DELIVERY**

The Prize will be delivered at the end of the Contest. Winners will be contacted directly via mail or telephone call to be informed that they have been selected as winners, the instructions to redeem the Prize and the obligation to make the remaining payment of the Program until February 28<sup>th</sup>, 2019 included.

In the event where one of the winners decides not to enrol and pay the tuition fee before the established date, the Prize will pass to the following candidate who has been elected as a substitute.

## **9. INTELLECTUAL PROPERTY AND IMAGE RIGHTS**

10.1. The contestant declares publicly and solemnly to be the author of the image rights and the content of the Video, or the legitimate owner of the moral and intellectual property rights of the images that he or she inserts in the Webpage or presents to the Contest, and that has obtained the transfer of such rights or the unequivocal consent of persons whose image is disseminated, including but not limited to the rights of reproduction, distribution, transformation, advertising and commercial exploitation, exhibition and public communication.

10.2. In such a condition, the contestant, for the mere fact of participating in this Contest image, grants from this precise moment a licence to ELLE International and Mindway, to use the image and the name of the contestant in any medium and through any form of communication, always in relation to the Contest. In particular ELLE International and Mindway will be able to use the winning Videos, images used in the Contest and the name of the winners to be communicated in the Webpage or in the advertising area of ELLE International and Mindway, including social media and print media.

10.3. Likewise, as author, owner or legitimate assignee of the rights of reproduction and display of the Videos and images presented to the Contest, the contestant assigns ELLE International and Mindway, exclusively, for the entire World and for the maximum time allowed by law, all of the intellectual property rights -excluding the moral rights- on the Videos and images.

10.4. The contestant shall not incorporate into the Video or images, material that threatens or are susceptible to attack morals, ethics, good taste or decorum, or infringe, or violate the rights of intellectual or industrial property, or the right to the image of third parties.

## **10. DATA PROTECTION**

Mindway complies with current legislation on the protection of personal data, in particular with regard to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free circulation of such data.

In relation to the personal data that Mindway might have access to as a result of the contestants participation in the Contest, it will be treated and used, only for this purpose and will be kept for the time necessary to manage the draw itself. Once this period has elapsed, the data will be deleted, except in those cases in which there is a legitimate interest or a legal obligation to keep them.

The legal basis for the treatment of the contestant's personal data is established in article 6.1 a) and b) of the General Data Protection Regulation.

The contestant may exercise the rights of access, rectification, cancellation, opposition, where appropriate portability, deletion and limitation of treatment legally guaranteed by writing to the address Calle de María de Molina, 27, 28006, Madrid (SPAIN).

Notwithstanding the foregoing, as an interested party, you may file any claim with the Spanish Data Protection Agency or the competent control authority.

January 29, 2019.

A handwritten signature in black ink, enclosed within an oval border. The signature is stylized and appears to be a cursive representation of a name.