

LVMH Innovation Award 2024

1. RULES

Article 1 - Purpose

The LVMH Group wishes to challenge entrepreneurs to innovate across the broad fields of the luxury sector. The Group is willing to support the ecosystem of the luxury sector and to help startups break into an established industry in order to accelerate their integration to the benefit of customers and business.

The purpose of the Contest is to make the Group's know-how available, to assist startups whose business may be developed within the luxury sector, and to foster their professional development.

The LVMH Group wishes to take the opportunity of the organization of the Viva Technology Paris event, which will take place from May 22 to May 25, 2024 digitally, if the health context relating to Covid-19 enables it, physically in Paris, (the "Event") to launch the sixth edition of the Contest. The LVMH Group is a partner of the Event and has been granted an e-lab focused on luxury and in case the Event takes also place physically in Paris, a physical lab focused on luxury.

Candidate applications will be reviewed and assessed by a panel of experts on the basis of qualitative criteria as set out in the present document.

No registration fees are required to participate, nor are Candidates (as such term is defined hereafter) supposed to acquire or use any item whatsoever.

Article 2 - Organizer

The Contest is organized by LVMH Moët Hennessy - Louis Vuitton, a French European company, 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**").

The present rules governing the 2024 edition of the Contest (the "**Rules**") are available on the web site at <https://vivatechnology.com/challenges/lvmh> (the "Website") on the page dedicated to LVMH. They shall also be sent, at no charge, to anyone requesting them from the Organizer.

The Rules may be modified or amended at any time by the Organizer without previous notice. It may in particular be modified depending on the evolution of the Covid-19 pandemic in the world and in France. Any possible changes made to the Rules shall enter into effect at the time they are published online on the Website on the page

dedicated to LVMH. Any participant who refuses to accept the modification(s) to the Rules must cease to take part in the Contest process.

In addition to the acceptance of the Rules, by submitting an application to the Contest, each Candidate is deemed to have read, understood and agreed to the Website's general terms and conditions of use (the "**General Terms of Use**") and the LVMH privacy policy (the "**Privacy Policy**") available at <https://vivatechnology.com/challenges/lvmh>. The General Terms of Use are available and can be downloaded at any time on the Website. The Privacy Policy is available and can be downloaded at any time on the Website on the page dedicated to LVMH. If the provisions of the General Terms of Use conflict with the provisions of the Rules, the Rules shall take precedence.

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 French Commercial Code.

Article 3 - Conditions for Participation

The Contest is open to any natural person over 18 of age having participated in the incorporation of and/or being the legal representative of the company, which aims at developing or has developed a scalable business model and whose solution is related to the challenge of "Make Your Dreams Become Our Reality. Tech Part In Our Future!" (individually a "**Candidate**" and collectively the "**Candidates**"). This natural person shall be duly entitled to represent the relevant company towards third parties.

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

Article 4 - Candidate Participation

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

Only one application may be filed with respect to a relevant company. In case of multiple applications relating to a same company, 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 *inter alia* the following information:

1. information on the Candidate's identity and contact information;
2. information on the startup, including a sufficient description of its solution and of the related scalable business model.
3. formal approval of the Rules as well as of the Privacy Policy.

This application will be referred to hereinafter individually as the "**Application**" and collectively as the "**Applications**").

The application form must be filled out directly on the Website before February 9, 2024 11:59 pm (Paris time) at the latest.

The Application must be filled out in French or in English.

Once the Application is complete, the Organizer (or Viva Technology or its subcontractors) 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 and Pre-Selection

The Applications shall be examined by a jury composed of highly qualified experts coming from the LVMH Group, startups and/or players within the ecosystem of startups (such as venture capital partners, incubators, accelerators, etc.) (the "**Experts Committee**"). The Experts Committee 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 Contest.

The Experts Committee may select, from the Applications deemed to be admissible, up to thirty (30) startups (individually a "**Pre-Selected Startup**," and jointly, the "**Pre-Selected Startups**"), on the basis of the following qualitative criteria: the Candidates' profile, the originality and innovation of their business and the entrepreneurial spirit.

The decision of the Experts Committee shall be final. No appeal shall be admitted.

The Experts Committee is not required to select any Candidate as Pre-Selected Startup if the quality of the Applications is not deemed to meet the relevant qualitative criteria and may therefore select less than thirty (30) startups.

Article 7 - Conditions for Being Entitled to Pitch in front of the Final Jury

Each Pre-Selected Startup will undertake to make itself available on the days and at the times which will be further communicated to them by LVMH and to participate either remotely or if the health context relating to Covid-19 enables it, physically in Paris, in the following events:

1. Kick-off meeting: to be held remotely in April 2024
2. 1-hour coaching session with the LVMH Digital team, to be held between April and May, 2024
3. 1-hour rehearsal with the LVMH Communication & Digital teams in relation to the Pitch Session (as defined below), to be held between April-May 2024 before the Event 2024

4. Pitch Session (as defined below): to be held at the Event 2024
5. the LVMH Innovation Award ceremony: to be held on May 23, 2024 digitally and physically if the Event takes place physically.

Actual participation of a Pre-Selected Startup in the Pitch Session (as defined below) is contingent upon the following:

1. the Pre-Selected Startup must sign an affidavit and the authorization following the models annexed to these Rules and comply with the commitments and guarantees set forth herein; and
2. the Pre-Selected Startup must provide all documents, items, and information supporting their Application, including any document supporting the understanding of its solution and the related business model and implications.

To that end, the Organizer will send the Pre-Selected Startup, at the e-mail addresses indicated at the time of registration on the Website, the affidavit(s) and authorization(s) to be signed, as well as the list of documents, items and support information to be provided, if applicable.

The Pre-Selected Startup will then have a period of forty-eight (48) hours week to return the following to the Organizer:

1. the relevant affidavit(s) and authorization(s) duly signed; and
2. 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 Pre-Selected Startup in question from any participation in the Contest, without such exclusion entitling the relevant Pre-Selected Startup to any compensation or indemnification.

If the Organizer so wishes, it may then decide to select a new startup from among the Candidates as a Pre-Selected Startup. Within the period set by the Organizer, this new Pre-Selected Startup shall submit the affidavit and the appropriate documents, items, and support information.

Article 8 - Selection of the Contest Winner

A jury composed of world leaders in the luxury and technology sectors (the "**Final Jury**") shall examine the Application initially made by the Pre-Selected Startups and select among the Pre-Selected Startups the contest winner (the "**Contest Winner**"), on the basis of the following qualitative criteria: the appropriateness between the startup and the luxury industry, especially the six business sectors of the LVMH Group, the potential contribution of the business of the relevant startup to the customer experience of the future, and the potential of commercial partnership between the relevant startup and the LVMH Group.

Each Pre-Selected Startup will participate in a pitch session by the means of a recorded video, made available to the Final Jury prior to the Event (the "**Pitch Session**").

If the health context relating to Covid-19 enables it and the Pitch Session takes physically place, in case any Pre-Selected Startup decides on it sole discretion and under its own responsibility to physically participate in the Pitch Session in Paris, it shall be responsible for arranging and paying for travel, housing as well as any other costs in order to participate, unless the Organizer decides otherwise. Similarly, if applicable, Candidates are responsible for taking care of all administrative and health procedures required for a stay in France in view of their personal status, in particular of customs formalities.

The decision of the Final Jury shall be final. No appeal shall be admitted.

The Organizer is not required to select a Contest Winner 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 9 - Announcement of the Name of the Contest Winner and Presentation of the Award

The name of the Contest Winner shall be announced on May 23, 2024 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 Contest Winner personally, subject to the Contest Winner undertaking to keep this information confidential until the official public announcement by the Organizer.

Article 10 - Nature of the Award

The Contest Winner shall receive the following award (the "Award"):

1. introduction to the management teams of the relevant *Maisons* of the LVMH Group;
2. introduction to the teams in charge of private equity investments in the LVMH Group; and
3. development of a potential commercial partnership with the LVMH Group, including its *Maisons*.

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

By submitting an Application, the Candidates understand that they will not receive any compensation or offer other than what is described in the Rules. For the avoidance of doubt, neither the Organizer nor any of the LVMH Group entities shall be obligated to cooperate or pursue any contacts with the Candidates or the Pre-Selected Startups after May 25, 2024.

Article 11 - Calendar

The calendar for the 2024 edition of the Contest is as follows:

1. Submission of the Applications on the Website before February 9, 2024 11:59 pm (Paris time);
2. Review by LVMH of the admissibility of the Applications and selection of the Pre-Selected Startups at the latest early April, 2024;
3. Selection of the Contest Winner and announcement on May 23, 2024.

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 Contest without being held liable, and without any damages or lack of opportunity to the Candidates arising therefrom, even at the stage when the Contest Winner is being selected by the Organizer.

Article 12 - Intellectual Property

By agreeing to participate in the Contest, each Candidate expressly authorizes any entity within the LVMH Group, free of charge, on a worldwide basis, to use, reproduce, publish, broadcast and/or communicate all or part of the written press, annual reports, or any other documents, whatever their nature and media, related to the start-up and its solution and business, the name of the start-up, the elements of graphic representation of the startup, the name, voice, image and silhouette of the Candidate; by any means (including photos and videos), on any medium and by any process (television, radio, publicity, publishing, catalogue, brochure, press, promotional materials, Internet, intranet, social networks such as Facebook, Instagram, Twitter) in any place of its choice, for the purpose of organizing the Contest, selecting the Pre-Selected Startups and the Contest Winner and/or for communication and/or promotional purposes in relation with the Contest, prior to, at and during a period of five (5) years following May 25, 2024, including but not exclusively in connection with announcing the results of the Contest.

Any financial data provided by the Candidates in their application will remain confidential.

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

- that the intellectual property rights in and to the documents, data, solution, etc., contained in or attached to their Applications, if any, legally exist and are its own, and, if necessary, 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 their Application and any attached document and/or data to the Website and use it and its content on the medias for the purposes described hereinabove; and that, if applicable, they have been authorized by anyone who may have contributed to creating the Application and its content to upload it and use them on the medias for the purposes described hereinabove;
- that the Application and its content do not infringe the rights of third parties, and that they are not the object of any claim or actions of infringement, invalidity, revocation, or recovery.

Candidates guarantee that each entity within the LVMH Group may freely and peacefully use the Application and its content for the purposes defined above.

The Organizer claims no ownership over the intellectual property rights of the Application submitted by the Candidates.

Provision Applicable to the Contest Winner

The name of the Contest Winner will be announced on May 23, 2024 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 Contest Winner, news story for which the Contest winner undertakes to make himself available and to participate in.

Article 13 - Personal data

Participation in the Contest requires the submission of personal data relating, in particular, to the identity of the Candidates (including names, mailing and correspondence addresses, phone numbers, etc.) (collectively the "**Personal Data**") as described in the Privacy Policy available at <https://vivatechnology.com/challenges/lvmh>.

Article 14 - Internet

The Organizer is not responsible for any malfunction of the Website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed applications due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections or technical malfunction(s), which may limit a Candidate's ability to participate.

Article 15 - Candidate Independence and Conflict of Interest

The LVMH Group shall in no way interfere with how the Candidates manage their activities; no right over the Application and its content shall be transferred to the LVMH Group, 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 Contest 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 the Contest Winner of the Contest, in the event that the terms of these Rules, or the Privacy Policy or the 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 16 - 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 Contest.

The Organizer shall not be liable in the following cases:

- for any direct or indirect economic loss, loss of profits and of business, loss of reputation or any other loss of a Candidate in connection with participating in the Contest and/or the Event;
- for not having selected a Candidate;
- for any delays in providing the Award to a Candidate;
- if a Candidate is not able to receive the Award at all or may only receive part of it due to circumstances beyond the control of the Organizer;
- in the event of cancellation, termination, suspension or modification of the Contest or the Rules;
- for the disqualification of any Application or Candidate;
- for any breach of the law by the Candidate;
- for any false or misleading information contained in an Application provided by a Candidate;
- for any loss or damage due to the use of the Website. The Organizer does not control, operate or have access to the Website and cannot therefore be held liable for any loss or damage arising out of such use.

Each of the Pre-Selected Startups and Contest 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.

Article 17 - Severability of the Clauses

If one of the clauses in these Rules 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 Rules are subject to the laws of France.

Participation in the Contest implies acceptance of these Rules without reservation or restriction.

In the event of a dispute between the Organizer and a Candidate, this litigation shall be submitted to the competent courts.

Any notice or correspondence in relation to a dispute should be addressed to:

LVMH Moët Hennessy Louis Vuitton SE

Corporate Communications

To the attention of Mrs. Sarah Duvelle

22, avenue Montaigne

75008 Paris

France

lvmh.communications@lvmh.com

Article 19 - Contact details

Any correspondence with the Organizer with respect to the Contest should be addressed to the LVMH Innovation Award team at lvmh.innovationaward@lvmh.fr

2. PERSONAL DATA PROTECTION POLICY

This policy details the data protection policy (hereinafter the “**Privacy Policy**”) of LVMH Moët Hennessy Louis Vuitton, a European company with share capital of EUR 152,300,959.50, located at 22 avenue Montaigne, 75008 Paris, France, registered with the Paris Trade and Companies register under number 775 670 417 (“**LVMH**” or “**we**”), with regard to the processing of personal data (the “**Personal Data**”) provided on the website <https://vivatechnology.com/challenges/lvmh>. (the “**Website**”) by candidates (“**you**”) on the platform <https://vivatechnology.com/> (the “**Platform**”).

The Website is used by LVMH for the organization of a contest, the “LVMH Innovation Award” (the “**Contest**”), whose purpose it is to make the LVMH group's know-how available to startups whose business may be developed within the luxury sector, and to foster their professional development. You are bind by the contract (the “**Rules**”) governing the Contest are accessible on the Website at the following address <https://vivatechnology.com/challenges/lvmh> you accept by applying to the Contest.

LVMH bestows the greatest importance and takes the greatest care in protecting privacy and the Personal Data. This policy describes the processing of Personal Data we implement (hereinafter the “**Processing**”) within the framework of this Website as

well as your rights related to the protection of your Personal Data. By providing your personal information and data, you consent to the use and disclosure of such information as per the terms defined below.

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 personal notification.

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 or your device’s MAC address or data regarding your navigation on our Website.

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. Where two or more data controllers jointly determine the purposes and means of processing, they shall be joint controllers.

As regards the Processing of your Personal Data collected via the Website, two (2) entities are data joint-controllers:

- **LVMH Moët Hennessy – Louis Vuitton**, A European company with its registered office at 22 avenue Montaigne, 75008 Paris, Registered with the Paris Trade and Companies Registry under number 775 670 417
- **MSL France**, *société anonyme* with a share capital of 182 400 euros, having its registered office 5-7-9, rue Feydeau – 75002 PARIS, registered with the Companies’ Registry of Paris under number 347 895 096

As regards the management of your Data for developing business opportunities, LVMH will be the data controller.

Finally, if MSL France processes your Personal Data for other purposes (for instance, Personal Data collected on other parts of the Platform), MSL France will do so as an independent data controller. This processing will then be exclusively subject to MSL

France's own privacy policy and any questions in this respect shall be addressed to the Data Protection Officer of the MSL France.

LVMH and MSL France have each appointed a Data Protection Officer (DPO).

For the purposes of your participation to the Contest on the Website and developing business opportunities, LVMH's DPO may be reached:

- by using the following contact form: <https://www.lvmh.com/personal-data/> ;
- by mail at the following address: LVMH Data Protection Officer, 24-32 rue Jean Goujon, 75008 Paris, France.

The contact information of the MSL France's DPO is available on the VivaTech institutional website.

3. *Why and how do We use your Personal Data?*

- ***How do We collect your Personal Data?***

We collect your Personal Data **directly from you** when (i) you register, through the Website, to the Contest, (ii) you further participate in this Contest and the Event, (iii) to develop business opportunities.

We may also from time to time collect your Data **indirectly**, when We take pictures of you, during the digital (e-Lab) or physical (LVMH Luxury Lab) event organized for the Contest and final selection (the "Event"), with your express prior consent.

- ***What Data do We collect?***

LVMH collects several types of Personal Data about you:

- last name and first name,
- email address,
- telephone number,
- pictures according to your consent by signing the authorization, a draft of which is attached to the Rules,
- and if you are a Pre-Selected Startup, your date and place of birth for the purpose of signing the sworn statement, a draft of which is attached to the Rules.

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 Contest or to take advantage of any business opportunities.

- ***On what legal grounds and for which purposes do We use your Personal Data?***

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

We process your Personal Data **based on the performance of the Rules to which You are a party**, for the following purposes:

- to manage your subscription to, and participation in, the Contest and, where applicable, granting the award and inviting you to the **Event**;
- to inform you about business opportunities within the LVMH Group.

We process your Personal Data **based on Your consent**, for the following purposes:

- to transfer your Personal Data to LVMH Group Affiliates outside the European Union.

We may also store your Personal Data when **the law requires Us to do so or to exercise or defend our rights**.

- ***Who has access to your Data***

Your Personal Data are processed by the following departments of LVMH:

- For your registration on the Website, your further participation in the Contest and the Event: LVMH's Institutional Communications Department and LVMH's Digital Department, as regards the Experts Committee and the Final Jury examination;
- For the purpose of developing business opportunities: **LVMH and LVMH Group Affiliates**. Please refer to the applicable personal data protection policies of the relevant data controllers.

Your Personal Data will also be accessible to third parties, namely: (i) to the partners organizing the Event (MSL France, Les Echos Solutions and Publicis), the public relations agencies in charge of routing the invitations and the communication, (ii) incidentally, for technical and logistical reasons, to LVMH's subcontractors (notably consultants providing expertise to LVMH in the field of communication and/or digital), (iii) to LVMH's affiliates, which can be part of the Final Jury examination and, (iv) to the members of the Experts Committee and the members of the Final Jury who may be third parties, and lastly (v) your Personal Data may be transferred to a third party in case of a restructuring of LVMH including in case of a total or partial assignment of assets, merger, absorption-acquisition, demerger and, more generally, any reorganization transaction.

Lastly, LVMH may communicate your Personal Data to third parties when such communication is required by law, a regulatory provision or a judicial decision, or if such communication is necessary to provide for the protection and defense of its rights.

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

The recipients of your Personal Data may be located abroad, including outside of the European Economic Area (“EEA”) in countries where the legislation on the protection of Personal Data differs from the legislation applicable within the EEA. Indeed, within the framework of the Contest and in order to develop new business opportunities, your Personal Data may be made accessible to various LVMH Group Affiliates, including outside of the EEA. LVMH’s providers or their subcontractors may also be located outside of the EEA.

All transfers of your Personal Data outside of the EEA are made with the appropriate safeguards, notably contractual, in accordance with the regulations applicable to personal data protection. Upon request, We can provide you with a list of countries where We store or process your Data, or through which your Data may occasionally transit, inform you of the safeguards used on a case-by-case basis and, where applicable, provide you with a copy of the contractual safeguards.

- ***How long do We store your Data?***

The Personal Data collected and processed by LVMH relating to (i) all candidates other than the Pre-Selected Startups (as this term is defined in the Rules) and the Contest Winner (as this term is defined in the Rules) will be retained for a maximum period of one (1) year after the Event; (ii) the Pre-Selected Startups will be retained for a maximum period of two (2) years after the Event; and (iii) the Contest Winner will be retained for the whole duration of the potential business relationship between LVMH and the Contest Winner (and in the absence of business relationships between LVMH and the Contest Winner, for a maximum period of two years after the Event).

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 notifying you of any relevant business opportunities that may match your activity. 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 Program Rules concerning the assignment of your rights over your image. Notwithstanding the foregoing, LVMH shall not be required to record or store your Personal Data related to the management of a potential business relationship, even if you agreed to such use.

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

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.

Right to erasure of your Data and to limitation of the processing of your Data

You may request erasure or limitation of the processing of your Personal Data if:

- You believe that our processing of your Personal Data is no longer necessary for your participation in the Contest or your use of the Website,
- You believe that the processing is unlawful, or you contest the accuracy of the Data We process about you.

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 your rights.

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.

Procedure to exercise your rights in relation to your Data

You may exercise your right to access, rectification and/or erasure of your Data by contacting Us directly at the email address lvmh.innovationaward@lvmh.fr, or by sending a request by registered letter with acknowledgment of receipt to LVMH, Corporate Communications, to the attention of LVMH, Corporate Communications, Mrs. Sarah Duvelle 22, avenue Montaigne, 75008 Paris, France. You may be asked to provide proof of identity.

Requests for deletion and objections to processing may, as applicable, prevent you from joining the Contest or from being able to take advantage of any business opportunities.

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. Cookies

We only use strictly necessary cookies for the proper functioning of the Website. These technical cookies do not store any of your Personal Data.

7. Third party websites

There may be links to third-party 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.

8. 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, please contact Us any time using the following form: <https://www.lvmh.com/personal-data/> or 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.

3. CONDITIONS OF USE OF THE WEBSITE

I. LEGAL NOTICE

The <https://vivatechology.com/challenges/lvmh> website (hereinafter the “**Website**”) is published by LVMH Moët Hennessy Louis Vuitton, a European company with a share capital of EUR 152,094,089.70, located at 22 avenue Montaigne, 75008 Paris, France, registered with the Paris Trade and Companies register under number 775 670 417, with European VAT number FR81 775 670 417, and telephone number 01 44 13 22 22 (hereinafter “**LVMH**”).

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Designed and created by: VivaTech

II. TERMS AND CONDITIONS OF USE

1. PURPOSE OF THESE TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (hereinafter the “**T&Cs**”) govern the access to, and use of, the Website content.

The purpose of these T&Cs is to set out the terms and conditions for using the Website, as well as the rights and obligations of any user who accesses, browses, or visits the Website (hereinafter the “**User**” or “**Users**”).

By accessing the Website, the User agrees that, every time he visits the Website, he will comply with these T&Cs, which apply to all services available on the Website.

Therefore, the User must unreservedly agree to these T&Cs in their entirety, before using the Website. If the User does not agree, he shall not use the Website.

LVMH reserves the right to update or modify the Website information and content, including these T&Cs, at any time without prior notice. All such changes shall become effective upon publication. The User, accessing the Website after the changes are posted on line, shall be deemed to accept such changes, without reserve nor restriction. In order to be informed of such changes, it is recommended that the User regularly refers to the last version of the T&Cs available on the Website. However, the User will be notified of any significant changes to these T&Cs.

2. ACCESS TO THE WEBSITE

Access to the Website is free of charge. The User shall be solely liable for all costs in connection with accessing and using the telecommunications network, in accordance

with the terms determined by his Internet service providers and telecommunications operators.

3. INTELLECTUAL PROPERTY

The entire Website is subject to international laws relating to copyright, trademarks and, more generally, intellectual property, both as regards its form (choices, sitemap, arrangement of contents, means of accessing data, database or any organization of data, etc.) and each element of its content (trademarks, texts, images, videos, etc.). Such content, featured on the Website pages, is the sole property of LVMH or its contributors. LVMH or its contributors do not grant any license to the User or any right other than the right to view the Website.

The reproduction of any content published on the Website is authorized for information purposes only and for a personal and private use. Any reproduction, retrieval and/or use of content for any other purposes are expressly prohibited and may result in the civil or criminal liability of the User.

Hyperlinks to any of the Website pages or content cannot be created without LVMH's prior written consent. Such consent may be revoked at any time. LVMH does not have control over web sites that contain links to the Website or to its content, and it shall therefore incur no liability (including editorial liability) for any access to, or content of, such web sites.

The Website may include links to other web sites or Internet sources. To the extent that LVMH has no control over such web sites or external sources, LVMH may not be held liable for the availability of such sites and external sources and excludes all liability with regard to the content, ads, products, services or any other information or data available on or from such web sites or external sources. In addition, LVMH may not be held liable for any alleged or actual damages or losses incurred as a result of or in connection with the use of, or reliance on, the content, goods or services available on such web sites or external sources.

Photo credit

Photographs: Martin Colombet - LVMH's photo library

4. USER'S OBLIGATIONS AND LIABILITY

The User agrees not to:

- use or allow the Website to be used in an improper manner, for any unlawful, fraudulent, or malicious purposes, including, without limitation, by (i) hacking the Website or introducing any malware, viruses, or harmful data into the Website or any operating system, (ii) using a spider or any other system, mechanism, or program (automated or not) to extract data or information from the Website or LVMH's servers, (iii) sending or storing documents containing viruses, worms, Trojan horses, or other harmful computer codes, files, scripts, agents, or programs, (iv) interfering with or harming the integrity or performance of the Website and the data it contains, (v) trying to gain unauthorized access to the

Website, its systems, or related networks, and (vi) trying to gain unauthorized access to the accounts or personal information of other Users;

- use the Website in any manner other than as provided for in these T&Cs or in a manner that infringes the intellectual property rights of LVMH or its contributors or LVMH's reputation;
- use the Website in a manner that may damage, disable, overload, disrupt or compromise the operation or security of the Website.

The User agrees that he is solely liable for his use of the Website and the resulting consequences of such use.

The User shall keep his ID and password strictly confidential. The User shall not share them in any way with a third party to permit access to the Website. The User is solely responsible and liable for any activities carried out from his user account, including by any unauthorized user.

LVMH can take any measure, at any time and for any reason whatsoever, to cease, without any prior notice, the use of the Website by the User who may infringe these T&Cs, without prejudice to any damages that LVMH reserves the right to claim to the User in this respect.

5. LVMH'S LIABILITY

LVMH will make its best efforts to ensure that the information published on the Website is accurate and up-to-date. LVMH reserves the right to correct such information at any time without prior notice.

To the maximum extent permitted by applicable law, LVMH shall not be held liable for:

- any ambiguity, inaccuracy, or omission concerning the information available on the Website; or
- any damages arising from any third-party intrusion that may alter the information published on the Website or prevent access to the Website.

Likewise, LVMH makes no warranties that the Website will operate without interruption, bugs, or viruses. In this regard, the User represents that he accepts the Internet's features and limitations.

6. AVAILABILITY - MAINTENANCE

LVMH will make its best efforts to maintain a reasonable level of the Website operation and availability. LVMH reserves the right to limit Users' access to, and use of, the Website, at any time without prior notice, to conduct maintenance operations or make changes. LVMH shall not be held liable in the event of any access interruption due to such maintenance or update operations.

7. APPLICABLE LAW – ALLOCATION OF JURISDICTION

These T&Cs shall be governed by French law.

Any disputes that may relate to or arise from these T&Cs shall be referred to the exclusive jurisdiction of French courts.

8. REPORTING ABUSE

In the event the User wishes to lodge a complaint about any content that he considers as illegal, he shall contact: LVMH Communications Department, 22 avenue Montaigne 75008, lvmh.communications@lvmh.com