

Official Jawline Challenge Rules

The present rules are filed with Maître BRAUN, bailiff at ABC JUSTICE, 137 Boulevard Raspail – 75006 Paris.

Summary:

LABORATOIRES FILL-MED (hereinafter "**FILL-MED**"), a simplified joint-stock company (SAS) with share capital of €2,825,390, registered with the Paris Trade and Companies Register under number 811 667 963 and whose registered office is located at 2 rue de Lisbonne 75 008 Paris, is organising an international challenge aimed at licensed aesthetic doctors worldwide* and entitled "JAWLINE CHALLENGE".

This Challenge is for all aesthetic practitioners duly licensed to practice aesthetic medicine in the countries where FILL-MED's "ART-FILLER VOLUME" injectable medical device (hereinafter "**ART-FILLER**") is granted a marketing authorisation allowing to commercialize and use ART-FILLER, at least as of September 15th, 2021 (hereinafter the "**Participants**").

The *Challenge* will consist in the selection by the public, through submission of facial pictures of fully anonymized patients treated by the Participants with ART-FILLER, of the three finest jawlines (hereinafter "**Challenge**").

The *Challenge* offers to Participants the opportunity to submit their patients' fully anonymized facial photos, focused on the jawline (hereinafter the "**Photos**"), to participate online, on the website www.jawlinechallenge.fillmed.com (hereinafter the "**Website**").

The Photos will be put to a public vote on the Website.

If a physician is not a client of FILL-MED but wishes to be able to participate, it must contact FILL-MED at the following address: contact@fillmed.com

Winners of the Challenge will be awarded with the following Prizes according to their ranking by number of votes obtained:

- ➔ 1st: One pass for the [International Master Course on Ageing Skin \(IMCAS\) 2022 in Paris + Two nights in a Parisian Hôtel](#)
- ➔ 2nd and 3rd: An assortment of products from LABORATOIRES FILL-MED's SKIN PERFUSION range (subject to obtainment of marketing authorizations in the relevant countries).

(hereinafter the "**Prizes**").

Challenge Rules:

By participating to the Challenge, you expressly agree to be bound by these Official Rules (hereinafter "**Official Rules**").

I. Eligibility

The *Challenge* is open to all aesthetic practitioners duly licensed to practice aesthetic medicine in the countries where FILL-MED's ART-FILLER is granted a marketing authorisation allowing

to commercialize and use ART-FILLER, at least as of September 15th, 2021 (hereinafter the “**Participant(s)**”).

By registering, you declare that you meet all the eligibility criteria.

Each Participant will be subject to personal checks to confirm their eligibility and ensure that they have the eligibility criteria necessary, in the sole discretion of FILL-MED and its authorised representatives, to be associated with the FILL-MED brand.

II. How to participate

1 - Visit the website accessible at the following URL address www.jawlinechallenge.fillmed.com, follow the instructions. The said website consists of an information page, a voting page for the public and a page for the registration of Participants and upload of the Pictures.

2 - Regarding registration, connect to the website www.jawlinechallenge.fillmed.com through the ID and password provided in Challenge’s leaflet or by FILL-MED (or its local partner), complete all sections of the registration form and upload Photos in the specified formats to the website www.jawlinechallenge.fillmed.com. The Photos, showing a jawline reshaped exclusively with ART-FILLER, shall be fully anonymized to make patients’ identification impossible and shall not allow to identify the Participant or its clinic.

3 - Click on the button confirming that you have read – and agree to – these *Official Rules*, then click on the button to complete your registration.

The registration period will be opening on **September 15th 2021 at 00:00mn01s (GMT+1)** and will close on **November 1st, 2021 at 23:59mn59s (GMT+1)**.

The confirmation will act as an acknowledgement of receipt. Only one (1) registration per patient will be considered and within the limits of (2) two Photos per patients.

III. Conditions of participation

Only two (2) Photos per Patient must be uploaded to the profile when registering.

a) Conditions of admissibility of the Photograph

A copyright-free colour facial photo fully anonymized in .jpeg or .png format (hereinafter “**Photo**”)

The anonymized patient with a jawline reshaped with ART-FILLER must be presented completely natural, without the use of filters or any photo alterations. The Photo shall fit with FILL-MED’s “*Less is more*” value (treatment with optimised ART-FILLER quantity for natural results according to patient’s physiognomy and wishes).

The Photo must be taken at the clinic/physician’s office (not in a photography studio) and original (no modifications by software or other means).

Any photos of pornographic or erotic character, featuring suggestive clothing or partially or totally nude, will result in immediate disqualification.

The patient is to be photographed alone, in a neat clothing. No Trademark Names should appear.

The following types of photos will be considered inadmissible. Those which:

(i) include vulgar, obscene, indecent, sexually explicit, insulting, hateful, threatening, harassing or otherwise inappropriate gestures or positions;

(ii) could be defamatory towards any natural or legal person;

(iii) infringe on the intellectual property rights of any natural or legal person;

(iv) is not fully anonymized so as to make impossible any identification of the patient (e.g.: a tattoo allowing identification, etc.);

(v) contain brand names or trademarks;

(v) could be inappropriate for any other reason at the sole discretion of FILL-MED and its authorised representatives.

(vi) it could damage the reputation, image and/or values of FILL-MED;

(vii) it does not comply with the applicable regulations and legislation.

The photos must not contain viruses or anything else that could damage computers or other electronic devices.

b) Photo verification

The Photo provided by each Participant will be subject to an initial screening to check their compliance with the above conditions.

Non-compliant Photos and Participants will be disqualified should they fail to submit compliant Photos within seven (7) days as from non-compliance notification.

It shall fall to FILL-MED and any party acting on its behalf to decide whether or not to publish the photo – online or by any other means of public dissemination.

However, the selection of the winning Participants remains the exclusive prerogative and responsibility of the voting public according to the procedures described in Paragraph 5 below.

c) Rights, indemnification, representations and warranties relating to photos and videos

As a condition of your eligibility to participate in the *Challenge* and earn the prizes, subject to applicable laws, each Participant declares, for him/herself and on behalf of any co-author of the Photo, that he/she:

- (i) undertakes to ensure that the Photo added at the time of their registration is an original creation, at the very least not infringing on the rights of any third party whatsoever and on any basis whatsoever, having never been the subject of any publication, order (in particular as a work for hire) or commitment within the framework of a catalogue or any other obligation towards a third party;
- (ii) guarantees that the Photo will not infringe on the privacy of individuals, and/or their rights to their image and/or surname and/or the ownership of property and/or the holders of the rights to trademarks, texts, photographs, images, videos, etc.
- (iii) has the requisite authority to grant the permissions and rights set forth herein and certifies that no further authority is required to grant such rights;
- (iv) guarantees that they are in possession of the authorisations necessary for the reproduction and publication of the Photo featuring persons or movable or immovable property or representing situations subject to authorisation. Each Participant therefore undertakes to provide written evidence to FILL-MED, at any time and at its first request, of their possession of said authorisations.
- (v) shall be personally responsible for any claim and/or proceedings, whatever the form, purpose or nature thereof, brought against FILL-MED, its rightful claimants and authorised representatives (including in particular its advertising, promotion and public relations agencies), which is directly or indirectly connected with the creation and/or use of the Photo and to hold them harmless, including with regards to reasonable consultancy fees.
- (vi) accepts all the conditions stipulated above and is fully aware that in the event of legal proceedings being brought against FILL-MED, its rightful claimants and authorised representatives (including in particular its advertising, promotion and public relations agencies), as a result of the use of the Photo, the latter would have the right to call on the Participant as a guarantor. FILL-MED reserves the right to withdraw, if necessary, any Photo from the Challenge that is the subject of a claim by a third party, thereby automatically cancelling the participation of the Participant for the Photo concerned.

d) Exclusive rights of use granted to FILL-MED

- (i) By registering, submitting the Photo and participating in the Challenge, each Participant declares that he/she authorises FILL-MED, its successors and authorised representatives (including in particular its advertising, promotion and public relations agencies) on an exclusive basis to hold, publish, distribute, reproduce, broadcast, communicate to the public and exploit the Photo.

This authorisation for use is granted for the reproduction of the Photo on all media, including in particular: photographic, video, audio-visual, electronic media, advertising brochures, Internet networks/websites, outdoor advertising posters, electronic advertising, advertising at points of sale, television advertising, advertising leaflets, catalogues, brochures, posters, advertorials, press advertisements and press kits.

The authorisation is granted for a period of eighteen (18) months from the date of approval of the registration of the Participant concerned and for the territory of the whole world, without entitling the Participant to any financial compensation.

- (ii) In addition, as a Participant, you agree that any photos or videos taken during the Challenge or provided by you to FILL-MED, and in which you are present, may be published by FILL-MED for a period of 18 months, without any financial compensation being paid to you.

Each applicant releases FILL-MED from any obligation or liability arising from such uses. This article does not create any obligation for FILL-MED, its beneficiaries and its authorised representatives (including in particular its advertising, promotion and public relations agencies) to disseminate all or part of the content of your participation.

FILL-MED undertakes to ensure the exploitation of the rights granted under conditions that ensure the Participants the protection of their moral right.

e) Authorisation for use on social media

The participants authorise FILL-MED to publish their surname, first name, country of residence and Photograph on its websites (fillmed.com, inout.fillmed.com and artfiller.fillmed.com) and social media (Instagram, Facebook, LinkedIn and YouTube).

IV. Personal data

a) Personal data collected and processed by FILL-MED

As part of your participation in this *Challenge*, FILL-MED may need to collect and process some of your personal data such as: surname, first name, age, country of residence, nationality, registration numbers, email address, photo and, if you reside outside the territory of the European Union, a copy of your passport and/or identity card as well as a residence permit and/or visa.

FILL-MED undertakes, in its capacity as data controller, to process your personal data within the context and the limits of the Challenge and in compliance with French law no. 78-17 of 6th January 1978 relating to information technology, files and freedoms (hereinafter referred to as "**the Applicable Law** ").

b) The legal bases of the processing implemented

In accordance with the Applicable Law, the aforementioned processing is supported by specific legal bases. Thus, at the time of your registration, your express consent was required in order to carry out a specific processing. In addition, FILL-MED may have a legitimate interest justifying the processing of your personal data, such as ensuring that you are not a minor and duly eligible to be a Participant. In any event, FILL-MED ensures that the processing in question is indeed necessary for the realization of its legitimate interest and evaluates the consequences of this processing for you, in particular taking into account the nature of the personal data processed and the way in which they are processed.

Finally, in the event of a win, your personal data will be necessary for the performance of a certain number of processing operations related to the Prizes awarding.

c) The purposes of the processing

The processing of your personal data is necessary for the purposes of:

- enabling your registration and participation in the Challenge;
- enabling email communication with Participants;
- verifying that you are not a minor;
- verifying your identity and that you are duly registered and authorized to practice as an aesthetic practitioner in a country where ART-FILLER has obtained regulatory approvals for commercialization and use at least as of September 15th, 2021.
- sending you our Newsletter (if agreed)
- sending you commercial canvassing (if agreed)

d) The storage of your personal data and its retention period

Your personal data will be stored for a period of three (3) years from your registration.

FILL-MED takes all precautions to preserve the security of your data, in particular to prevent its disclosure to unauthorised third parties. As such, FILL-MED takes all necessary measures to secure its IT systems and those of its subcontractors.

e) Recipients or categories of recipients, if any

FILL-MED may share your personal data with the partners involved in the organisation of the Challenge, exclusively for this purpose.

f) Your rights

In accordance with the Applicable Law, you may, at any moment, take advantage of the following specific rights:

- Accessing your personal data, in particular the following information:
 - purposes of processing;
 - categories of personal data;
 - recipients and categories of recipients to whom your personal data has been or will be disclosed;

- retention period for the personal data;
 - the right to lodge a complaint with the competent authority (the CNIL);
 - where the personal data was not collected from you directly, any information available as to its source;
 - the existence of automated decision-making, including profiling;
 - whether your personal data is being transferred to a country outside the European Union and the right to be informed of appropriate safeguards put in place in relation to such a transfer;
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- Rectifying your personal data insofar as it is inaccurate and/or incomplete;
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- Erasing your personal data, when:
 - they are not necessary for the purposes for which they were collected or otherwise processed by FILL-MED;
 - you have withdrawn your consent and there is no other legal basis for the processing;
 - you have exercised your right of opposition and there are no compelling legitimate grounds for the processing;
 - the personal data has been the subject of unlawful processing;
 - the personal data must be erased to comply with a legal obligation.
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- Limit the processing of your personal data when:
 - FILL-MED is verifying the accuracy of the personal data following any dispute raised by you regarding the accuracy of this data;
 - the processing is unlawful but you object to the erasure of your Data and instead demand that the processing of your Data be restricted;
 - FILL-MED no longer requires your Data but it is still required for the establishment, exercise or defence of legal claims;
 - you have objected to the processing and FILL-MED is checking whether the legitimate grounds invoked prevail over the alleged grounds.

- Requesting the portability of your personal data, i.e. to receive your data in a structured, commonly used and machine-readable format, when:
 - the processing is based on your consent;
 - processing carried out involves automated procedures.
- Objecting to the processing of your personal data, at any time, for reasons relating to your particular situation. In this case, FILL-MED will no longer process your personal data, unless FILL-MED demonstrates that there are compelling and legitimate grounds for the processing that override your interests and your rights and freedoms.
- Communicating instructions to us relating to the retention, erasure and communication of your personal data after your death, which may also be registered with a certified trusted digital third party. These guidelines, which amount to a kind of "*digital will*", may designate a person responsible for their execution; otherwise, your heirs will be appointed;

You can exercise all the aforementioned rights by contacting FILL-MED:

- Either by post to the following address: LABORATOIRES FILL-MED, Service en charge de la gestion des données personnelles, 2-4 rue de Lisbonne, 75008 Paris, France;

- Or by e-mail to the following address: dpo@ydes-avocats.com.

Specifying your surname, first name and postal address in the event of difficulties in relation to the management of these personal data.

For more information, visit: <https://edps.europa.eu/en>.

V. Selection of the winners

a) Selection criteria

Each Participant must be at least 18 years and registered as an aesthetic doctor in a country where ART-FILLER benefit from regulatory approvals for marketing by September 15th, 2021, at the latest.

The Participants register on the website www.jawlinechallenge.fillmed.com and complete their "*profile*" form by filling in the form dedicated to this purpose. For approval of the registration, it

is mandatory that the Participant meet all the required criteria and to upload 2 (two) Photos per patient in the conditions and terms detailed in paragraph 3.

Voting by the public takes place solely based on the Photos uploaded by the Participants and via the website www.jawlinechallenge.fillmed.com.

Whether selected or not, Participants shall refrain from giving any interview (written press, radio, TV, online media, etc.) regarding the FILL-MED selection process without the prior agreement of FILL-MED, on pain of immediate disqualification.

b) Selection process of the winners

- Internet users will select their favourite jawline by online vote (voters will be eligible to cast one vote per day), from **November 2nd, 2021, at 09:00mn01s to November 30th, 2021, at 23:59mn59s**, Continental French time. The winners selected through this process will be informed by email from **December 1st, 2021, to December 15th, 2021**.
- Only votes resulting from the action of clicking on the "**CONFIRM MY VOTE**" button on the www.jawlinechallenge.fillmed.com website are counted. The Participant may not use any other vote-counter, in particular those provided by third-party sites and applications such as Facebook, Twitter or any other website.
- The winners will then be contacted by email from **December 1st, 2021, at 9:00 to December 15th, 2021 at 18:00**. The winners and FILL-MED will then discuss on how the presentation and provision of the Prizes will occur.

Each winner shall have a period of seven (7) calendar days from receipt of the aforementioned email to confirm their acceptance of the Prize and provide FILL-MED with all information necessary to that latter to organize the delivery/awarding of the Prizes.

If the relevant information are not sent within the aforementioned period, the winners shall be deemed to have refused the Prize referred to in article 6 of these Rules.

- The winners will be publicly announced by FILL-MED on **December 15th, 2021**.

In the event of failure: illness, inability to attend the IMCAS 2022, etc., the winner ranked 1st will be replaced by the next-highest voted Participant, who will take the title in its place and will benefit from any gifts or advantages inherent to the title.

The Winner ranked 1st, who is not national of a European Union member country must subscribe, at its own cost and expenses, a visa allowing to travel to France during the IMCAS 2022.

Failing to provide the aforementioned document, his/her participation to the Challenge will be null and void and he/she will not be able to receive the Prize provided for in article 6.

VI. The prizes awarded to the winners

The prize awarded to the winners is made up of the following, with regards to their ranking by highest voted Participant:

- 1st: One pass for the [International Master Course on Ageing Skin \(IMCAS\) 2022 in Paris + Two nights in Parisian Hôtel](#)
- 2nd and 3rd: An assortment of products from LABORATOIRES FILL-MED's SKIN PERFUSION range (subject to obtainment of marketing authorizations in the relevant countries).

VII. Disqualifications

FILL-MED reserves the right to disqualify and/or exclude any Participant, at its sole discretion, in the event of, for example, a false declaration to FILL-MED, a breach of these Official Rules, an untimely intervention in the registration process or the selection of the winners, or if FILL-MED considers that a Participant is inappropriate in relation to its brand image.

In particular, any behaviour by a Participant which is immoral, likely to tarnish the reputation, credit or brand image of FILL-MED, which is insulting or hurtful to any substantial community group, likely to harm the success of FILL-MED and/or its products, services or activities, or which is contrary to or incompatible with the image of FILL-MED and its products, shall constitute grounds for disqualification.

VIII. Liability and dispute resolution

FILL-MED may not be held liable if, for reasons beyond its control or if circumstances so require, the operation is shortened, extended, postponed, modified or cancelled.

FILL-MED shall not be held liable for any fact that is not attributable to it, in particular in the event of the failure to arrive of e-mails, poor functioning or interruption of communications or telephone lines, unavailability of the website, technical failure, malfunctioning of the Internet network, interruptions, delays in data transmission, any technical, hardware or software failure of any kind whatsoever that has prevented or limited the possibility of participating in the Challenge or has damaged a Participant's system.

It is the responsibility of each Participant to take all appropriate measures to protect their own data and/or all software stored on their computer equipment against any attack. Any person's connection to the website www.jawlinechallenge.fillmed.com and participation in the Challenge is undertaken under the full responsibility of the Participants.

It is strictly forbidden, by any means whatsoever, to modify or attempt to modify the Challenge systems, in particular in order to modify the results or any element determining the outcome of the Challenge and its winners. FILL-MED reserves the right to exclude from the Challenge and to prosecute any person who has cheated or disturbed the smooth running of the Challenge.

ANY DELIBERATE ATTEMPT BY ANY OTHER PERSON TO DAMAGE, DISCARD, ALTER OR VANDALISE THE WEBSITE WWW.JAWLINECHALLENGE.FILLMED.COM ASSOCIATED WITH THE CHALLENGE OR TO ALTER THE CASTING DECISION CONSTITUTES A VIOLATION OF CRIMINAL AND/OR CIVIL LAW. IF NECESSARY, FILL-MED RESERVES THE RIGHT TO INSTIGATE LEGAL ACTION AND TO IMMEDIATELY ASSERT ITS RIGHTS.

The Challenge, the Official Rules and their interpretation are subject to French law.

Any question relating to the application and/or interpretation of these Official Rules shall be decided exclusively by FILL-MED in accordance with the applicable French legislation.

To be admissible any dispute relating to the Challenge must be made within a maximum period of thirty (30) days from the closing date of the Challenge.

In the event of persistent disagreement relating to the application and/or interpretation of these Official Regulations, and in the absence of an amicable agreement, any dispute shall be submitted to the competent jurisdiction of the Paris Court of Appeals.

IX. General provisions

By participating, you agree to be bound by these Official Rules and the decisions of FILL-MED, which shall be final and irrevocable in all respects.

Failure or refusal to comply with these Official Rules may lead to disqualification from the Challenge. FILL-MED reserves the right to amend these Official Rules or to suspend, modify or cancel the Challenge, or any part thereof, at any time, at its sole discretion and without notice, in the event of circumstances disrupting the planned implementation of the Challenge.

Dates and times are indicative and subject to change by FILL-MED at its sole discretion.

In case of occurrence of an event of force majeure or of disorders in the organisation of the Challenge or Prizes awarding linked to the COVID-19 outbreak (e.g: Travel Ban, etc.), FILL-MED reserves its rights to suspend or cancel them, or to withdraw candidates in case of impossibility due to sanitary measures in force in France and/or in foreign countries.

No oral or telephone requests regarding the interpretation or application of these Official Regulations will be answered.

X. Contact information

The Challenge is organised by FILL-MED. Any questions or comments related to the Challenge should be addressed to: LABORATOIRES FILL-MED, JAWLINE CHALLENGE, 2-4 rue de Lisbonne, 75008 Paris, France, and/or contact@fillmed.com.

**Worldwide means in the countries where the ART-FILLER range is granted a marketing authorisation allowing to commercialize and use ART-FILLER, at least as of September 15th, 2021.*