L'OCCITANE Repin For Sweet Skin Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN RHODE ISLAND, PUERTO RICO, & ALL OTHER U.S. TERRITORIES & POSSESSIONS AND WHERE PROHIBITED BY LAW.

- 1. Eligibility. The L'OCCITANE Repin For Sweet Skin Sweepstakes (the "Sweepstakes") is open only to legal residents of the United States (including District of Columbia, but excluding residents of Rhode Island, Puerto Rico, & all other U.S. territories & possessions) who (i) are at least eighteen (18) years old at the time of entry and (ii) have a Pinterest® account. Registering for Pinterest is free. Employees, officers and directors of L'OCCITANE INC. and each of their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, officer or director are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.
- 2. Sponsor. L'OCCITANE INC., 1430 Broadway 2nd Floor, New York, NY 10018.
- **3.** Timing. The Sweepstakes begins on January 16, 2013 at 12:00:01 a.m. Eastern Time ("ET") and ends on February 5, 2013 at 11:59:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time keeping device for the Sweepstakes.
- 4. How To Enter. You must have a Pinterest account and you must follow the L'Occitane Pinterest pages at http://pinterest.com/loccitane ("L'Occitane Account") to participate. Creating a Pinterest account is free and can be done by visiting www.pinterest.com. To enter, repin any image from the L'Occitane Account along with both of the tags #loccitane and #repinforsweetskin. To complete your entry, visit http://usa.loccitane.com/repinforsweetskin ("Website") and follow the links and instructions to complete your Sweepstakes registration, including your email address and Pinterest username. Review and agree to the Official Rules and Sponsor's Privacy Policy, then click submit. Entries by postal mail will not be accepted. LIMIT: one entry per person/per email address/per Pinterest account.
- 5. Prizes. Twenty-one (21) winners will each receive a Shea & Honey Collection 30ml Hand Cream and 125ml Whipped Body each with an approximate retail value ("ARV") of \$35 U.S. Dollars ("USD"). Total ARV of all prizes is approximately \$735 USD. Only twenty-one (21) prizes will be awarded. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize or component thereof for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Allow 4-6 weeks for prize delivery. Sponsor reserves the right to give out none or fewer prizes, if, in its sole discretion, it does not receive a sufficient number of eligible entrants.
- 6. Random Drawing. Each day, beginning on January 17, 2013 and continuing through February 6, 2013, Sponsor will randomly draw one (1) potential winner from among all of the non-winning eligible entries received up to and including midnight the prior day. Sponsor will contact the potential winners via email at the email address provided upon registration. Each potential winner must respond within seven (7) days of having received the email informing them of their winning

status, verify their eligibility and provide their physical mailing address. If a response is not received within the designated time period or the notification email address fails or is undeliverable, or the potential winner is found to be ineligible or in violation of these Official Rules, then another potential winner will be randomly selected from among all remaining entries received during the Promotion Period. Winners will be contacted by a L'OCCITANE representative before sending the prize to the mailing address that was provided. No message will be sent to participants who were not selected as potential winners.

- 7. Publicity. Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, Pinterest username, likeness, photograph, voice, and/or city, state for promotional purposes in any media, worldwide, without further payment, consideration or notification, unless prohibited by law.
- 8. General Terms. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Any violation of these rules will result in automatic cancellation of the participant's entry, including participants who are found to have registered more than once or under different pseudonyms, or having used any fraudulent means in order to distort their participation. Sponsor reserves the right to make any necessary verification concerning the identity and contact information of participants. Any indication of false identity or contact information will result in the disqualification of that participant. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the email address provided upon registration will be deemed to be the entrant. The "authorized account holder" of an email address, is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. If for any reason a participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to award any or all of the prizes offered herein by holding a random drawing from among all eligible entries received up to the date of discontinuance. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
- **9.** Protection of Personal Data. All processing of personal information submitted as part of this Sweepstakes shall be treated according to Sponsor's Privacy Policy located at www.usa.loccitane.com.

10. Disclaimer. L'OCCITANE will not be held liable for damage of any kind (personal, physical, material, financial or otherwise) arising in connection with participation, particularly in cases when the Sweepstakes entry page is unavailable. Participation in the Sweepstakes implies knowledge and acceptance of the characteristics and limitations of the Internet, particularly with regard to technical performance, response times for consulting, querying or transferring information, the lack of protection of certain data against possible misuse, the risk of contamination by viruses circulating on the network, the risk of disruption or network congestion and data loss. Sponsor also declines any responsibility related to the consequences of the connection of participants.

More generally, Sponsor assumes no responsibility for:

- Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize,
- Defects in transmission and/or reception of any data and/or information,
- Any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes,
- Unauthorized human intervention in any part of the entry process or the Sweepstakes,
- Technical or human error which may occur in the administration of the Sweepstakes or the processing of entries,
- Any loss of any email and the loss of any data during participation,
- Any malfunction of any software, including the Sweepstakes entry website,
- Any damage or malfunction as a consequence of any virus, computer bug, anomaly or technical failure,
- Any damage to the computer of a Participant,
- Any technical failure, hardware or software of any kind.

Sponsor does not incur any liability or responsibility in cases where, for whatever reason, participation is changed, delayed, postponed or cancelled.

- **11. Release.** By receipt of any prize, winner agrees to release and hold harmless Sponsor and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- **12. Disputes.** Except where prohibited, participants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate New York State Court located in New York County, New York U.S.A.; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A. without

giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

13. Winner's List. For a winner's list, send a self-addressed stamped envelope to L'OCCITANE Repin For Sweet Skin Sweepstakes Winner's List, c/o L'OCCITANE INC., 1430 Broadway - 2nd Floor, New York, NY 10018. Requests must be received no later than May 31, 2013.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Pinterest.

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