

CONTEST RULES

« DC TRASE SHOE GIVEAWAY CONTEST »

Article 1

EMERALD COAST, a simplified joint stock company with a capital of 300.000 €, registered with the Bayonne trade register (RCS) under number 412 730 848, and with its head office at 162 rue Belharra, in Saint Jean de Luz, France (hereafter referred to as the “Organising Company”), is holding a **free contest with no purchase necessary from March 12th at 12:00 a.m. (French Time), 2015, to March 26th, 2015, at 11:59 p.m. (French Time)** on the Web site www.dcsshoes.com .

Article 2

This contest is open to all physical persons, thirteen (13) years of age or older residing, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, except employees (and their family members) of EMERALD COAST, its subsidiaries, DC SHOES shops and any company that has been involved in designing and producing the entry forms for this contest.

The Organising Company draws attention to the fact that all minors who enter the contest shall be deemed to enter under the control and with the consent of their parents or legal custodian(s) or guardian(s).

Article 3

To enter the contest, a contestant must simply log on to www.dcsshoes.com in order to complete the entry form with his/her contact information by **March 26th, 2015** end of day.

Each contestant (same name, same address) may submit only one entry to the Contest. If a contestant submits multiple entries, only the first entry received by the Organising Company will be taken into account.

Any erroneous or incomplete entry form cannot be taken into account and will be considered null and void. In particular, entry forms will not be taken into consideration if the contact information provided is incorrect or incomplete, if they do not comply with the terms of these rules, if they are submitted multiple times, or if they are sent after the end of the Contest.

Any attempt to pirate the predetermined winning moments system or repeated registration with wrong email address will lead to disqualification of the contestants. Further to a control realised after the registration of the participant, the Organising Company is therefore entitled, in the event one of the cases described above would occur, to refuse to send the prize(s) possibly won.

Article 4

The winner of twelve (12) pairs of shoes mentioned at article 5 hereafter will be selected in a random draw.

This random draw will be done by the SCP DAGUERRE & MORAU, bailiffs in Saint Jean de Luz (France), on **March 30th, 2015** at the latest, from among the properly registered contestants.

The winner of twelve (12) pairs of DC's Trase shoe will be informed of the result by e-mail notification no later than **April 3rd, 2015** at the address provided in his/her entry form. No message will be sent to non-winning contestants.

The winner of twelve (12) pairs of shoes will have to answer to acknowledge receipt of the e-mail notification no later than April 10th 2015. If the winner does not answer within the delay granted, the price shall be lost and cancelled.

The winner shall authorize all checks regarding his/her identity and domicile.

It is expressly agreed that the data in the information systems owned by the Organising Company or its technical service providers have evidentiary weight in terms of login data and in determining the winner.

Article 5

This random draw will point out the winner of twelve (12) pairs of DC's Trase shoe.

Prize is "AS IS" without any warranty of any kind, express or implied. No substitution, exchange or transfer of prize will be made or is permitted. Contest Sponsor reserves the right to substitute a prize for an alternative prize of equal or greater value in Contest Sponsor's sole and absolute discretion.

Article 6

EMERALD COAST declines any liability for any dispute concerning the way of awarding the prizes.

The prize(s) will be accepted as it(they) is(are) described on the Contest web site. They cannot be exchanged or returned, nor can they be substituted with financial compensation or the financial equivalent of the prize. No change (in date(s), prize(s), etc.) for any reason whatsoever may be requested of the Organising Company. It is stipulated that the Organising Company will not provide any guarantee or support services, as the prize(s) consist solely in the awarding of the prize(s) specified for the Contest. In any event, the terms and conditions for the awarding of the winnings, the acceptance and the use of the prize(s) will be as per the terms defined or stipulated by the Organising Company and which the winner undertakes to accept, failing which the Organising Company reserves the right to designate another winner. Any complaints concerning the awarding of the prizes may not consist in financial compensation and/or financial equivalent.

The Organising Company reserves the right to replace the prize(s) with prizes of equivalent value, without the winner having the right to lodge any complaint whatsoever in this regard.

The Organising Company may not under any circumstances be held liable for any delay in awarding the prize(s) or in the event that the winner cannot be awarded the prize(s) for reasons beyond the control of the Organising Company. If the prize(s) cannot be sent by post, the terms for accepting it (them) will be specified to the winner(s) in the prize confirmation email or by any other means at the convenience of the Organising Company.

It is expressly acknowledged by the winner that the Organising Company declines any liability for any injuries or damages of any kind that may arise from the enjoyment of the prize awarded and/or result from its use.

Article 7

Contestants can request that the Organising Company reimburse the Internet connection fees ensuing from their participation in the Contest as well as the postage fee for their reimbursement request.

For duly registered contestants who have entered the Contest from Metropolitan France via a modem and telephone line that are billed on a time-spent basis – i.e. excluding cable and broadband (ADSL) Internet connections and plans which include communication costs or offer free communication – the connection costs incurred to enter the Contest are reimbursed in a lump payment of 0.50€ VAT inclusive, the France Télécom rate in force for “off-peak hours” (*“heures creuses”*) at the time these rules were drafted. Contestants will be reimbursed for the costs of entering on presentation or indication of all of the following:

- (1) their last and first names, and postal address,
- (2) the name of the Contest and the website on which it is available,
- (3) the Contest start and end dates,
- (4) a copy of the first page of their Internet access contract, indicating, in particular, their identity, the name of their Internet provider and the description of the subscription,
- (5) bank account details (RIB – *“Relevé d’Identité Bancaire”* or RIP *“Relevé d’Identité Postal”*),
- (6) the date and time of the visits to the site, particularly the Contest logon and logoff times. The Organising Company shall temporarily and within legal limits store the Contest logon and logoff dates and times.

Contestants are informed that insomuch as it is noted that in current services and technical offers, some Internet providers offer their customers free or all-inclusive Internet service, it is nevertheless expressly stipulated that any access to the Contest made on a free or all-inclusive basis (such as, in particular, a cable, broadband (ADSL) or specialized Internet connection) is not eligible for reimbursement, as in this case the subscription to the Internet provider’s services has been contracted by the Internet user for their general Internet usage, and thus the contestant incurs no additional expense in connecting to the website of the Organising Company or its partners for the purpose of entering the Contest.

The reimbursement request must be sent within (15) days of entering the Contest.

All requests for reimbursement of the Contest entry and costs incurred to enter the Contest shall be sent by postal mail only to the following address:

**EMERALD COAST SAS,
To Thomas PELOFI
162 rue Belharra,**

**64500 Saint Jean de Luz
France**

In any event, only one reimbursement will be paid per contestant (same name, same address) and for the entire duration of the Contest (as only one Contest entry is permitted per contestant).

The postage fees for the reimbursement request will be reimbursed at the 2nd-class rate in force on simple request in writing included with the reimbursement request.

The reimbursement request will be processed within three (3) months on average.

Any request which does not include all the information listed above, which has been sent after the date mentioned above (with the postmark to be taken as proof), which is illegible, contains erroneous contact information or which does not comply with the terms above will be automatically refused and will not receive a response.

Article 8

Entering the contest implies the contestant's knowledge and acceptance of the Internet's characteristics and limitations, particularly with regard to technical performance, response times when checking, querying or transferring data, the risks of interruption, connection-related risks, the lack of protection against possible diversion of certain data and risks of contamination by any viruses in circulation on the Internet. The Organising Company may not be held liable, in particular, for malfunctions that may affect the Internet or for any problem with the configuration or relating to a specific browser.

The Organising Company does not guarantee that the Internet site and/or Contest shall operate without any interruption, that they do not contain any computing errors, or that any detected errors will be corrected.

The Organising Company may not be held liable in the event of a technical malfunction in the Contest, if contestants are not able to log on to the Contest website or to enter the Contest, if it does not receive the data relating to a contestant's entry form for any reason for which it may not be held liable (for example, an Internet connection problem due to any reason at the user's premises), or if an entry form is illegible or impossible to process (for example, if the contestant has hardware or a software environment that does not comply with his/her subscription) or in the event of email routing problems. Contestants will not be entitled to any compensation in this regard.

Moreover, the Organising Company may not be held liable for any damage, material or immaterial, caused to contestants, their computer equipment and the data stored therein, or for any direct or indirect consequences that may ensue, particularly consequences on their personal, professional or commercial activity.

Article 9

Entering this contest implies full and unreserved acceptance of the terms set out in these rules.

Any breach of any of the provisions in these terms and conditions will result in disqualification of the person having committed such breach. Any dispute as to the interpretation thereof will be decided by the organizers.

Any complaint must be sent before **April 15th, 2015**, by registered letter with acknowledgment of receipt to Thomas PELOFI, EMERALD COAST SAS, 162 rue Belharra, 64500, Saint Jean de Luz, France. These complaints may only concern material conditions of the Contest's implementation.

Article 10

The Organising Company reserves the right to revise these rules at any time and to take any decisions it deems useful for the application and interpretation of the rules. The Organising Company may inform contestants of a revision by any means of its choosing. The Organising Company also reserves the right to modify, extend, cut short, suspend or cancel the Contest, without warning, due to an event beyond its control, and in particular in the event of force majeure or an act of God. The Organising Company reserves the right, in particular, if there is due cause, to declare invalid and/or cancel all or part of the Contest if it appears that fraud or malfunctions have occurred in any form whatsoever, particularly in computing aspects within the framework of entry to the Contest or determination of the winner(s). In this case, it reserves the right not to award the prize(s) to the fraudulent contestants and/or to commence legal proceedings against the persons having committed the fraud. An act of fraud immediately disqualifies the person having committed it.

The Organising Company will not be liable in regard to the forgoing, and therefore the contestants will not be entitled to any indemnity or compensation of any nature.

Article 11

It is reminded that to enter the Contest, the contestants must necessarily provide certain personal information relating to them (name, address, etc.). This information is recorded and saved in an electronic file and is essential to the eligibility of their entry, the determination of the winner and the attribution and routing of the prizes. This information is provided to the Organising Company and may be submitted to its technical service providers and a service provider handling the shipping of the prizes.

The Contest Sponsor will publish the first name, last name and location of each winner on the Contest Website, www.dcshoes.com as well as Contest Sponsor's Facebook page, twitter account, Instagram account, Pinterest account and other social media platforms as determined by Contest Sponsor, in its sole discretion.

In entering the Contest, the contestant may also register to receive an email newsletter from the Organising Company's partners. The data thus collected may be used within the legal framework.

In accordance with French law no. 78-17 of 6th January 1978 relating to information technology, files and freedom, contestants have the right to access, modify or delete the data relating to them. To exercise these rights, contestants must send a letter to the following address:

**EMERALD COAST SAS,
To Thomas PELOFI
162 rue Belharra,
64500 Saint Jean de Luz
France**

Article 12

These rules are on file at the office of the SCP DAGUERRE & MORAU, bailiffs in Saint Jean de Luz (France).

They can be sent free of charge on written request submitted to Thomas PELOFI, EMERALD COAST SAS, 162 rue Belharra, 64500 St Jean de Luz (France). The cost of postage for the contest rules will be reimbursed on simple request (2nd-class rate in force).

Article 13

THE ENFORCEMENT OF THESE RULES IS SUBJECT TO FRENCH LAW ALONE, WHATEVER THE NATIONALITY OF PARTICIPANTS. IN ABSENCE OF MUTUAL AGREEMENT, PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF BAYONNE (FRANCE).