Perfumer competition

By Aroma Chemical Services International GmbH (ACS)

We, the company ACS, hereby offer interested perfumers to participate in our competition for the creation of the best perfume oil based on our raw material Ambrettolide HC Suprême (hereinafter referred to as "raw material") acc. to the following conditions of participation. All interested parties who register their address on this website and expressly agree to the conditions of participation, will receive the basic material from us and can then participate in our competition by sending their creation and their recipe. The winner will be determined by an independent jury and will receive a prize of US \$ 10.000,-- (Ten thousand US\$) Further details are regulated in the following conditions of participation:

I.

Object

- 1. These conditions of participation and data protection regulations govern the participation in the abovementioned perfumer competition of the company Aroma Chemical International GmbH, Im Wesertal 5, 37671 Hoexter-Stahle / Germany (hereinafter "Organizer") by the participants as well as the collection and use of the data collected or communicated to participants.
- 2. By participating in the Contest, participants accept these terms and conditions.

II.

Requirements for participation

- 1. The competition starts on 5 June 2018 and ends on 29 March 2019 (deadline). Every participant can register for the competition free of charge until March 11, 2019. All participants who have registered with us in time will receive from ACS 15 g (max.) of the raw material by mail delivery (free of charge). Participants who do not register in time or submit their creations and recipes to us after the deadline are automatically excluded from the competition. The participant carries the risk for the timely registration and sending of his creation and recipe (the date on the mail stamp is the proof of the dispatch date) He is responsible for the timely access of his creation and recipe before the deadline for the organizer.
- 2. All professionally trained perfumers who make the following participation fee according to these conditions of participation before the deadline for submissions are eligible to participate. Excluded from the competition are the employees of the organizer and persons under the age of 16 years.
- 3. The participation fee is the submission of a creation in the form of a 15 g sample of the perfume oil that was developed on the basis of the raw material of the organizer by the participants and sending the appropriate formula by e-mail to contest@acsint.com. The formula will enable us to confirm the IFRA compliance of the proposal.

The creation is intended to demonstrate beneficial use of the raw material, in applications such as e.g. Alcoholic solution (max. 10%) of men's or women's perfume.

For the purpose of comparison, in addition, a 15 g sample of the perfume oil without the raw material of the organizer should be sent.

The creation may not exceed the amount of 15 g. Furthermore, the following conditions must be observed with regard to creation:

- All creations / formulas must comply with the IFRA rules according to the user's instructions and dosages given by the author. Non-compliant creations / formulas are automatically rejected.
- Since these creations / formulas may also blended at ACS Int. for testing purposes, all used ingredients must be readily available. Non-compliant creations / formulas are automatically rejected.
- The participant declares himself the author of the creation / formula.
- At the same time, the participant agrees that his name and his creation in online and / or offline media (e.g. as in print) may be published.

Participants who do not meet the above conditions are automatically excluded from the competition.

- 6. The winner will be identified by a jury selected by the organizer. The winner will receive a prize of US \$ 10.000,-- (Ten thousand US\$) from the organizer. More details in III. Para. 3 of these conditions of participation.
- 7. The participants agree that their submitted creations will be destroyed by the organizer after the end of the competition. A claim for return does not exist.

III.

Responsibility and release

- 1. Participants must strictly observe the relevant safety data sheet when receiving the raw material from the organizer and refrain from any improper use or misuse. The organizer is not liable for damages resulting from misuse or improper handling of the raw material.
- 2. The organizer is not obliged to check the perfume oils sent by the participants for possible violations of the rights of third parties, as long as IFRA compliance is observed. The participant is the sole responsible producer of the perfume oil he creates. Insofar as third parties assert claims against the organizer because of the perfume oil from a participant, the participant undertakes to indemnify the organizer against these claims upon first request, whereby the indemnification claim also covers any legal defense costs of the organizer.
- 3. The participants agree that their submissions in connection with the competition and the award ceremony, handling and presentation of the participant's contributions are used by the organizers in online and offline media (e.g. in the print sector), distributed as well as on other manner may be made publicly accessible to third parties.
- 4. The rights to the basic material remain exclusively with the organizer. The rights to the creations / formulas belong to the participant and ACS International GmbH. The organizer receives a transferable right of use and can use the submitted creations / formulas in public only for demonstration purposes. This right of use is unlimited in space and time.

IV.

Caveat Emptor

- 1. The organizer points out that the availability and function of this competition cannot be guaranteed. The contest may be terminated or suspended due to external circumstances or constraints, without this resulting in claims of the participants against the organizer.
- 2. This may include technical issues, rule changes, or decisions by platforms such as Facebook, if the contest is conducted on or in connection with them. The legal process is excluded.

٧.

Privacy Policy

- 1. The organizer is responsible for the data processing of the personal data of the participants for the purpose of the competition by the terms of the data-protection law. With the participation in the competition the participant grants the consent according to Art. 6 sec. 1 lit. a GDPR (General Data Protection Regulation) that his data may be processed in the purpose of the implementation of the competition.
- 2. The participant is free to revoke/withdraw the consent and hereby to rescind from the participation. In case of revocation the organizer will delete the affected data immediately. The revocation of the consent will not affect the legality of the processing of the data because of the granted approval until the revocation.
- 3. The applicable data privacy law grants to the participant comprehensive rights of the individuals affected (right of access and right of intervention) to the organizer concerning the data processing of the personal data, namely:

Right of access according to Art. 15 GDPR

Right of ratification according to Art. 16 GDPR

Right to erasure (right to be forgotten) according to Art. 17 GDPR

Right to restriction of processing according to Art. 18 GDPR

Notification obligation regarding rectification or erasure of personal data or restriction of processing according to Art 19 GDPR

Right to data portability according to Art. 20 GDPR

Right to withdraw the consent according to Art. 7 sec. 3 GDPR

Right to lodge a complaint according to Art 77 GDPR

- The personal data of the participants are solely saved and used for the implementation and
 execution of the competition and for a possible contacting in case of a win. Personal data are not
 given to any third parties (except for the delivery of the win to third parties, for example the post
 or a parcel service).
- After the termination and execution of the competition all saved data will be deleted.

VI.

Notices and terms of Facebook

- 1. In addition to these conditions of participation, the relationship between the organizer, the participant and Facebook is determined by the conditions of participation and the Facebook data protection regulations (see www.facebook.com).
- 2. Participants cannot make any claim against Facebook in connection with their participation in the competition.
- 3. Participants acknowledge that the Contest is in no way supported, sponsored or organized by Facebook or affiliated with Facebook.
- 4. All information and data communicated on the basis of participation in the competition or collected by the participants will be provided only to the organizers and not to Facebook.
- 5. All inquiries and information regarding the competition must be directed to the organizer and not to Facebook.

Organizer is:

Aroma Chemical Services International GmbH, Im Wesertal 5, 37671 Höxter-Stahle. (Germany)

Tel: 05531/9906110, Fax: 05531/9906-199, E-Mail: info@acsint.com,

Managing Directors: Michel Specklin, Thomas Plocek

Amtsgericht Paderborn HRB 11542,

Ust-Id. Nr.: DE 814 041 608

The German Text is binding.