

TERMS & CONDITIONS OF THE KUSMI TEA x LIPAULT GIVEAWAY

Participation to the giveaway is deemed acceptance of these terms and conditions. Participants who do not agree should not proceed with the giveaway.

1. ORGANIZER

Samsonite Europe NV, Westerring 17, B-9700 Oudenaarde (hereafter “Samsonite”) and ORIENTIS GOURMET, 89 avenue Niel, 75017 Paris, 350 283 057 RCS Paris (hereafter “Kusmi Tea”) are organizing the giveaway detailed in these Terms & Conditions accessible on the following page: https://cloud.newsletter.kusmitea.com/jeu_concours_lipault (hereafter the “Giveaway”), as described in these Terms & Conditions.

2. PRIZE

The prize will be the following:

- 2 x AquaRosa iced
- 2 x AquaSummer iced
- 4 x Green tea mint iced
- 2 x Green tea mint cucumber
- 2 x AquaExotica iced
- 1 x isotherm bottle
- 1 x iced tea teapot
- 1 Rose quartz cabin suitcase Lipault

RRP value of 438€ (hereafter the “Prize”).

The value of the Prize indicated above is made is EUR and based on its value in France. Value may differ in other countries or in other currencies.

The Prize is as stated, and no cash or other alternatives will be offered. The Prize is not transferable to any third-party and cannot be returned. The Prize is awarded “as is” without warranty regarding the underlying services of performance. Samsonite and Kusmi Tea are not responsible for direct or indirect damages that occur as the result of the use or loss of the Prize, regardless of cause. Samsonite and Kusmi Tea reserve the right to substitute the Prize with a prize of an equivalent value should the Prize become unavailable for any reason. Only the winner will receive the Prize.

3. ELIGIBILITY

The Giveaway is open to all residents with an internet connection and a valid email address enabling them to log in from the web pages of the Giveaway, of the following countries, and that have obtained the legal age (hereafter the "Participant"): France.

Samsonite and Kusmi Tea reserve the right to carry out any necessary checks regarding the identity and email address of Participants.

Directors, officers, management, employees, other staff, authorized agents, distributors and wholesale customers of Samsonite and Kusmi Tea and their immediate family members or any of their affiliated companies or any other persons involved in the making of the Giveaway are not eligible to enter or win.

Any participation not complying with these Terms & Conditions is invalid. Samsonite and Kusmi Tea explicitly reserve the right to refuse or remove a Participant, at its sole discretion, in the event Samsonite and Kusmi Tea determine a Participant does not comply with all rules and regulations as contained herein or as required by applicable law.

4. **ENTRY WINDOW:** The Giveaway is open from 26 June 2025 at 9am CET until 2 July 2025 at 12am CET (hereafter the "Entry Window"). Participation to the Giveaway is only valid during the Entry Window.

However, Samsonite and Kusmi Tea reserve the right to modify and/or extend the participation period and to postpone any dates announced.

5. PARTICIPATION REQUIREMENTS

The Participants can enter the Giveaway by clicking on the tick box provided for this purpose in the newsletter sent out about the competition. To take part, the candidate must click on the newsletter, then agree to take part in the giveaway and give their surname, first name and email address.

All mandatory fields must be completed and validated before 2 July 2025 at 11:59 a.m.

Samsonite and Kusmi Tea are not responsible for and will not consider incomplete or incorrect entries. Samsonite and Kusmi Tea will not accept responsibility for entries not received for whatever reason.

6. SELECTION OF WINNERS

There will be one "Winner".

The selection of the Winner will take place on July 3rd 2025. Samsonite and Kusmi Tea will randomly select a eligible Participant as the Winner of the Prize, by drawing it at random.

7. **WINNER NOTIFICATION:** The Winner will be contacted by Samsonite and Kusmi Tea on July 4th 2025 by email and will have to confirm acceptance of the Prize in writing within 48 hours.

If a Winner cannot be contacted or does not confirm in writing acceptance of the Prize within 48 hours of notification, Samsonite and Kusmi Tea reserve the right to withdraw the Prize from the Winner and allocate the prize to another Winner (by following point 6 above at an ulterior date). The original Winner will not be entitled to any compensation.

The Winner shall supply full contact details (name, first name, e-mail and postal address).

The Winner must comply with these Terms and Conditions. If it transpires that they do not meet the conditions of entry, the Prize will not be awarded. Participants authorise all checks regarding their identity, age, postal address or the fairness and sincerity of their participation.

For this reason, Samsonite and Kusmi Tea reserve the right to ask a copy of the passport / identity card in order to validate the allocation of the Prize once and for all.

All decisions made by Samsonite and Kusmi Tea are final on all matters relating to the Giveaway. Samsonite and Kusmi Tea will not discuss the Giveaway results and will not enter into any correspondence on the subject matter.

Samsonite and Kusmi Tea will use reasonable efforts to ship the Prize to the Winner who has confirmed acceptance of the Prize and provided the requested contact details with a delivery address in one of the countries eligible for the specific Giveaway, in accordance with these Terms & Conditions. If the email address provided is incorrect or does not correspond to that of the Winner, or if for any other reason related to technical problems the confirmation email cannot be delivered correctly, Samsonite and Kusmi Tea shall not be held liable under any circumstances. Similarly, Samsonite and Kusmi Tea shall not be responsible for searching for the contact details of the Winner who cannot be contacted due to an invalid email address or an incorrect postal address.

8. **TERMINATION OF THE GIVEAWAY**

Samsonite and Kusmi Tea shall have the right to deviate from these Terms & Conditions, or to terminate the Giveaway, at any time at its absolute discretion without being liable towards any Participant or any other person, and without notice, in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of applicable law or regulation or any other event outside of Samsonite and Kusmi Tea's control. Samsonite and Kusmi Tea will not award any prize for the Giveaway which is terminated.

9. **EXCLUSION OF LIABILITY**

Except as specifically set out in these Terms & Conditions and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the

fullest extent permitted by law, Samsonite and Kusmi hereby exclude and shall not be liability for any costs, expenses, forfeited prizes, damages and other liabilities, towards any Participant or Winner in connection with or arising out of the Giveaway. Samsonite and Kusmi Tea do not exclude its liability for death or personal injury as a result of its own negligence. By participating to the Giveaway, the Participant agrees to indemnify and hold harmless Samsonite and Kusmi Tea against any and all action, claims, damages, expenses or liabilities suffered or incurred directly or indirectly by Samsonite and Kusmi Tea as a consequence of any breach or alleged breach, non-performance or non-observation by the Participant of any agreement, conditions, obligation or warranty on the part of the Participant.

In the event that any provision of these Terms & Conditions is held to be illegal, invalid, void or otherwise unenforceable, the remaining provisions shall continue to have full force and effect.

10. DATA PROTECTION/PRIVACY POLICY

By entering the Giveaway, Participants warrants and undertakes that the information submitted by them is true, accurate and complete. It is a condition of participation to the Giveaway that Samsonite and Kusmi Tea have the right to process the personal data of Participants and the Winner, for the sole purpose of the execution of Giveaway or as otherwise consented by the Participant when subscribing to the Giveaway. The personal data of Participants collected as part of their participation in the Giveaway is recorded and stored in a computer file and used by the Samsonite and Kusmi Tea for the purposes of their participation and for awarding the Prize. This data is intended for the Samsonite and Kusmi Tea's marketing and communication departments and for third-party service providers acting as subcontractors to whom Samsonite may turn to deliver the Prize.

This processing is necessary for the legitimate interests pursued by Samsonite and Kusmi Tea, which consist in particular of managing the Participant's registration and participation in the Giveaway, contacting the Winner and sending the Prize.

This information is also necessary for the award and delivery of the Prize and will be communicated to the service provider for this purpose only.

As such, Participants consent to the use of their personal data by Samsonite and Kusmi Tea.

Please refer to Samsonite's Privacy Policy at https://www.aboutbags.com/samsonite/fr_FR/home.html.

Please refer to ORIENTIS GOURMET's Privacy Policy at <https://www.kusmitea.com/fr/privacy-policy.html>

11. CLAIMS

To be considered, any disputes relating to the Giveaway or the Prize must be submitted in writing to the following address: contactfr@kusmitea.com or clara.hollocou@lipault.fr . And no later than ninety (90) days after the deadline for participation in the Giveaway as indicated in these Terms and Conditions.

In the event of a persistent disagreement regarding the application and/or interpretation of these Terms and Conditions, it is possible to either refer the matter to a consumer mediator from the list provided and updated by the Commission for the Evaluation and Control of Consumer Mediation (here), or to fill in an automated complaint form which will enable a dispute resolution body to be appointed (here) in order to reach an amicable agreement. Failing this, any dispute will be submitted to the competent courts of Paris, in accordance with article 12 of these Terms and Conditions.

12. JURISDICTION

The legal relationship between Samsonite and the Participants is governed by the applicable laws of France. Any and all legal actions or claims arising in connection with the Giveaway must be brought before a court of competent jurisdiction in France.

13. RELEASE

Samsonite and Kusmi Tea disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Giveaway, and reserves the right, in its sole discretion, to cancel, modify or suspend the Giveaway should a virus, bug, computer problem, unauthorized intervention or other causes beyond its reasonable control, corrupt the administration, security or proper play of the Giveaway.

By participating in the Giveaway, Participants agree that no claim shall be asserted against Samsonite and Kusmi Tea, their affiliates or any of their respective directors, officers, employees or agents in respect of any damages, rights, claims or actions of any kind whatsoever that result from their participation to the Giveaway and/or acceptance and enjoyment of the Giveaway Prize.

The Giveaway is void where prohibited. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Giveaway are hereby excluded and any Participant expressly waives any and all such rights.

14. THIRD PARTIES

The Giveaway is in no way sponsored, endorsed or administered by, or associated with, Instagram, Meta, or any third parties.