

DxO Consumer referral programme regulations “Refer a friend”

Article 1: Purpose and Timetable

The company DxO Consumer SAS (hereinafter referred to as DxO), whose registered office is at 3 rue Nationale, 92100 Boulogne-Billancourt, France, registered with the Nanterre Register of Trade and Companies (RCS) under no. 500 450 218, is organising a referral programme with no obligation to purchase entitled “Refer a friend” from 05/03/2009 to 31/03/2009 (24.00 GMT+1).

Article 2: Conditions for participation

- **For Referrers:** this offer is open to any natural person over the age of majority who has received an e-mail from DxO issuing them with a personal sponsor code. Their personal sponsor code enables them to be identified as a Referrer when making a purchase from the online store: <https://shop.dxo.com>

This programme is therefore only accessible via electronic media. It is announced personally via e-mail.

This e-mail is sent to individuals who have expressly provided their e-mail address on one of the forms on the site www.dxo.com or on the online store <https://shop.dxo.com> before the start of the “Refer a friend” programme and have not deregistered since.

An individual acquires Referrer status as soon his personal sponsor code has been used to purchase DxO Optics Pro or DxO FilmPack from the online store <https://shop.dxo.com> during the “Refer a friend” programme.

- **For Referees:** any natural person of the age of majority who has purchased at least one product from the online store <https://shop.dxo.com> using their Referrer’s personal sponsor code when making their purchase during the period of the “Refer a friend” programme.

Article 3: Allowance

- **For Referrers:** each time their personal sponsor code is used when making a purchase from the online store <https://shop.dxo.com>, referrers earn the right to a discount voucher for €10, \$13 or £9 from an Amazon online store. (More than one voucher may be used at a time).

- **For Referees:** referees are entitled to an immediate discount of 15% when purchasing a new product licence online. Reductions do not apply to paid upgrades. This offer may not be used in conjunction with the joint buy offer for DxO Optics Pro and DxO FilmPack. Therefore, if a referee wishes to take advantage of the 15% reduction on both products, they will have to buy them separately and will not be able to claim the discount offered when purchasing them together as a joint buy.

Article 4: Claiming your prizes

At the end of the programme, DxO will ask each Referrer which of the following Amazon sites they would like to use their vouchers on: amazon.fr - amazon.com - amazon.de - amazon.uk.

Referrers who have not responded within two (2) weeks following the e-mail requesting their preference will no longer be entitled to claim their prizes.

All referrers who respond will be sent their discount vouchers electronically. DxO will do its utmost to ensure that discount vouchers reach Referrers within two (2) months of the end date of the “Refer a friend” programme.

Article 5: Acceptance of regulations

Participation in the “Refer a friend” programme implies acceptance on the part of both Referrers and Referees of all the clauses of these regulations. Any difficulties relating to the application of these regulations will be interpreted at the sole discretion of the organisers. Disputes will only be accepted within one (1) month of the end of the programme.

DxO reserves the right to shorten, change or cancel the “Refer a friend” programme if, in its assessment, the circumstances so require. DxO will not entertain any claims that seek to render it liable, nor in the event of technical problems arising during or after the period of the programme.

Article 6: Protection of personal data

In accordance with the French Data Protection Act no. 78-17 of 6 January 1978, participants are entitled to access and correct data concerning them by sending an e-mail to the following address: info.photo@dxo.com

Article 7: Force majeure

DxO cannot be held liable if the programme should have to be cancelled in the event of an occurrence of force majeure, fraud, technical failures of communications resources or at the hosting centre or for any other reason beyond their control.

Article 8: Rights of third parties

DxO is a registered trademark of DxO Consumer. All other trademarks or product names referred to as part of the programme are the registered trademarks of their respective owners.

Article 9: Limitation of liability

DxO cannot be held liable for the functionality or lack of functionality of the prizes won, their possible failure or their misuse by the winners of the competition.

The prizes allocated will include the guarantees usually given by their respective suppliers.

DxO cannot be held liable for any stock shortages at the suppliers of the prizes allocated and reserves the right to replace a prize with an equivalent prize or one of comparable market value.

DxO’s maximum liability for any damage or loss whatsoever under any circumstances shall not exceed the amount of the prize in question.

Article 10: Competent jurisdiction

The site is accessible from many countries around the world. As each of these countries may have laws that differ from French law, participants accept unreservedly that the simple fact of participating in the “Refer a friend” programme necessarily subjects them to French law, notably in relation to any dispute that might arise as a result of the “Refer a friend” programme with which these regulations are concerned or which may be connected thereto either directly or indirectly, without prejudice to any potential conflict of law that may exist. Any disputes shall be referred to the competent Court in Nanterre (France). This programme is not intended to attract participants from countries where this type of promotion is not permitted by the legislation or regulations in effect.