

Terms and conditions of Pixmania's "Win your Pix'List" Christmas Prize Draw!

Article 1: ORGANISATION

FOTOVISTA, a public limited company listed on the Paris Business and Commerce register under the number B 352 236 244 with a capital of 18,771,690 euros and a head office at 183 rue de Chevaleret – 75013 Paris, France (here after referred to as "Organising Company") has organised a free Internet prize draw. No purchase necessary. The promotion runs from the 22 November 2006 until midnight on the 22 December 2006. All participants may take part in the 3 prize draws that will be held on the 1st, 10th and 20th December 2006 in the conditions defined below.

Article 2: PRIZE DRAW ELIGIBILITY

The prize draw is open to any person 18 years of age or over at the time of entry resident in one of the following countries: Spain, Portugal, Italy, Germany, Sweden, Netherlands, France (DOM TOM excluded) and UK.

Employees of the Organising Company or its affiliates, subsidiaries, advertising or promotion agencies and anyone involved in the "Win your Christmas PixList" prize draw are not eligible, nor are members of these employees' families (defined as parents, children, siblings, spouse and life partners).

The Organising Company reserves the right to ask all participants to prove their eligibility. All persons not fulfilling these conditions or refusing to prove eligibility will be excluded from the prize draw and if a winner, will not receive the prize.

Only one entry per household will be accepted.

Internet access and a valid electronic address are required to take part in the prize draw. Participants may only enter the prize draw on the official Prize Draw Home Page below:

http://www.pixmania.com/fr/fr/s_action/xmaslist/index.html

Advertising links for the Prize Draw may be displayed on partner sites of the Organising Company.

Article 3: TO ENTER

Every participant must read and accept the terms and conditions of the Prize Draw.

The participant must first complete and submit the registration form found on the site www.pixmania.com

By confirming participation in the prize draw, all participants agree to receive the free newsletter from the site Pixmania.com and its partner companies.

The Organising Company defines a participant as a single physical person: the use of multiple postal and electronic addresses for the same participant constitutes a fraud attempt that will lead to the disqualification of the participant in question.

The rules of the Prize Draw are as follows: all participants must create a Christmas Wish List from the products available on the pixmania.com site with a budget of 1000€ (£675). All participants with a submitted Christmas Pix'List will be registered for the 3 prize draws. One winner will be determined for each of the 3 prize draws. The prize draws will be held on the 1 December, 10 December and 20 December 2006. The dates are subject to modification and if necessary, new dates will appear on the site.

Article 4: REGISTRATION FORM

All participants are required to complete an electronic registration form with full name, date of birth, address and e-mail address.

All incomplete or incomprehensible forms will be rejected. Prize Draw participation is free and registration forms may only be submitted via the Internet. All telephone, post, email and fax entries will be disregarded.

Article 5: PRIZES

Each of the 3 prize draw winners will receive a gift voucher to the value of 1000€ (£675) to spend on the pixmania.com site.

All winners will be notified by email approximately 2 weeks after the date of the prize draws and therefore the Organising Company must be able to contact the winners on the given email address. The winner will also be required to confirm his full home address within the month that follows the prize draw in order to claim his prize.

If a potential winner cannot be contacted as a result of an error or omission in his address, a change of details, a failure to respond to the address confirmation request email or any other reason, the prize remains the property of the Organising Company.

In addition, all eligible participants receive a free "promotional offer" usable on the Internet site of the organiser www.pixmania.com. The message containing

one or several “promotional codes” will be sent to each participant by email (see below “promotional codes”). The promotional code is valid up until the 31 December 2006 and may be used in accordance with minimum purchase conditions as stipulated in the email.

Article 6: PARTICIPATION FEE REFUND

A single connection to the prize draw gives participants a chance of winning their Christmas Pix’List. One prize draw connection fee and stamp (one second class stamp only) refund request per person may be put in writing to the Prize Draw address stated in article 12. Exact date and time of connection are required in order to process refund requests.

Internet connection refunds are calculated on a 3 minute basis with 1 minute of connection in peak time charged at 0.22 euros (£0.15) tax included (or 3 minutes in peak time totalling 0.66 euros (£0.44) tax included) and 1 minute of connection off peak charged at 0.12 euros (£0.08) tax included (or 3 minutes off peak totalling 0.36 euros (£0.25) tax included). The total is the equivalent of a 3 minute local telephone call, more than sufficient to complete the registration form, print the terms and conditions and accept the rules of the Prize Draw.

To be refunded, the participant must send a written request with bank details to the Prize Draw address. All requests received more than 30 dates after the closing date of the draw will be rejected.

Refunds will be processed in the first two weeks of the month that follow the request (postal stamp will be used as evidence).

Internet provider subscriptions as well as computer devices (computer, modem, cables, etc.) are not reimbursed. Participants declared ownership of these by accepting the Prize Draw’s terms and conditions.

Participants using unlimited Internet access packages will not be eligible for a refund.

Article 7: ADVERTISING

The Organising Company reserves the right to publish in further publicity and advertising on the Internet or other means of worldwide communication the name and photograph of all 3 winners without opposition or compensation demand.

Article 8: INFORMATION TECHNOLOGY AND FREEDOM

In line with statute number 78-17 dated 6 January 1978 regarding information technology, files and freedoms, all Prize Draw participants have opposition (art. 36), access (art. 34 and 38) rectification and abatement rights (art. 36) to the personal data that they provided the Organising Company with, through participation.

Participants may exercise these rights in writing to FOTOVISTA. The address is given in article 12.

The processing of this data constitutes the object of a declaration at the National Information and Freedoms' Commission (CNIL) under the receipt number 722349.

Personal information is used exclusively by the Organising Company and its partners who agree to not share data with third parties.

Personal data may be used in particular for the composition of email and postal mailing lists and sales and marketing campaigns.

Article 9: INDUSTRIAL AND INTELLECTUAL OWNERSHIP

The reproduction, representation and use of all or several of the component elements of the Prize Draw are strictly prohibited. All brand and product names cited are registered by their respective owner.

All use of these elements, in whatever way, must respect the protective rules and rights of the intellectual owner.

Article 10: CORRESPONDENCE

All incomplete, incomprehensible, wrongly franked and recorded post will not be read. The Organising Company will not enter into any correspondence (written, telephonic or verbal) regarding either this promotion or these terms and conditions.

Article 11: RESPONSIBILITY LIMIT

The Organising Company accepts no responsibility for the cancellation, postponement, shortening or modification of the Prize Draw due to force majeure situations or events out of their control. The Organising Company reserves the right to extend the Prize Draw participation period.

The Organising Company refuses all responsibility for the unavailability of its site during the Prize Draw period and the destruction of participants' addresses for a reason not imputable to it.

The Organising Company also refuses all responsibility for accidents linked to computer use, Internet access, telephone lines and all other technical accidents during or after connection to the Organising Company's site.

The Organising Company is not responsible for errors, omissions, interruptions, deletion, defaults, transmission delays, communication problems, theft, destruction, unauthorised access or modification of registration forms.

All participation in the Prize Draw constitutes full and unconditional acceptance of Internet limits, in particular technical performance, information consultation, research and transfer response time, service interruption and more generally, inherent Internet transmission and connection risks, the absence of protection for certain data against possible pirate threats and virus contamination.

The Organising Company refuses responsibility for all direct or indirect damage resulting from the interruption, malfunction, postponement or cancellation of the Prize Draw and connection to its site.

It is the participant's own responsibility to take all the precautions necessary to protect the personal data and software on his computer equipment from all external attacks and intrusions. Connection to the site and participation in the Prize Draw is done at the player's own risk.

The Organising Company reserves the right to bring suit against fraudsters and refuses responsibility for all fraud committed.

Article 12: ACCEPTANCE OF TERMS AND CONDITIONS

The participation in the Prize Draw constitutes the full acceptance of the present terms and conditions and the Organising Company's decision on all claims regarding their interpretation and application.

The terms and conditions are filed at SCP BENZAKEN – FOURREAU – SEBBAN, Associate Bailiffs, 38 rue Salvador Allende BP 318, 92003 NANTERRE Cedex. The terms and conditions may also be found on the Prize Draw homepage. A paper copy of the terms and conditions may be requested from: FOTOVISTA – Operation Jeu "Gagnez votre Pix'Liste de Noel", 43-47 avenue de la Grande Armee – 75016 Paris.

Article 13: CHANGE IN TERMS AND CONDITIONS

The Organising Company reserves the right to modify all or several articles of the present terms and conditions by giving five working days notice. All

modification to the terms and conditions is approved by the Bailiffs named above.

Article 14: EXCLUSION

The Organising Company may exclude one or more participants from the Prize Draw if the terms and conditions have not been respected. This cancellation may be carried out at any time and without notice. The Organising Company also reserves the right to delete all registration forms that contain identity errors. This deletion may be done at any time without notice.

Article 15: DISPUTES

If one or more of the terms of this contract have been declared invalid or inapplicable, the other clauses keep their legal effect and influence.

All circumstances not covered by these terms and conditions will be dealt with by the Organising Company and its decision will be final. French Law is applicable to these terms and conditions.

All disputes that arise from this Prize Draw will be the object of a friendly settlement attempt. If a solution can not be found, the case will be transferred to the Organising Company's head office tribunal except in the case of opposing public order clauses. All dispute claims submitted 2 months after the closing date will not be processed.

