

**These General Terms and Conditions of use (hereinafter referred to as the “Conditions”) define the rules of use for the website [www.ogilvyparis.fr](http://www.ogilvyparis.fr) (hereinafter referred to as the “Site”). Your use of this Site implies full acceptance of the Conditions.**

This version has been in force since September 1<sup>st</sup> 2014.

### **Article 1 – Legal information**

This site [www.ogilvyparis.fr](http://www.ogilvyparis.fr) is edited by the company OgilvyOne Worldwide, a simplified joint stock company with a capital of €3,386,493.00, with its headquarters at 32-34 rue Marbeuf, 75008 Paris, registered in the Paris Trade and Companies Register under the number B 323 141 317 - Telephone: +33(0)1 53 23 30 00 – Fax: +33(0)1 53 23 30 30 - Email: [ogilvy-paris@ogilvy.com](mailto:ogilvy-paris@ogilvy.com).

(hereinafter referred to as “Ogilvy”).

The director of publication is Mrs Natalie Rastoin.

The Site is hosted by the company OVH, a simplified joint stock company with a capital of €10,000,000, with its headquarters at 2 rue Kellermann 59100 Roubaix, registered in the Lille Trade and Companies Register under the number 424 761 419. Email: [support@ovh.com](mailto:support@ovh.com).

### **Article 2 – Purpose**

The Conditions govern access and use of the Site.

Your access and use of the Site implies the full acceptance of the Conditions as detailed below.

Ogilvy reserves the right to modify the Conditions at any time by publishing a new version of them on the Site. These new versions of the Conditions will come into force as soon as they are posted onto the Site.

### **Article 3 – Careers**

You can submit your application in response to a job offer or internship posted on the Site, or as an unsolicited applicant.

To do this you must create an ID and a password. You are solely responsible for this personal information and you agree not to communicate it to third parties for any reason whatsoever.

Ogilvy will do its best to reply to candidates as quickly as possible. Nonetheless, Ogilvy cannot undertake to inform each candidate the outcome of his or her application.

### **Article 4 – Contact**

You can contact the Ogilvy Group’s agencies by means of various email addresses or forms on the Site. These contact requests are mainly for the purpose of: getting in touch with one of these agencies, request for information, registration to receive a newsletter or marketing information from the Ogilvy Group companies, submission of a tender, registration for an event, etc.

Ogilvy will endeavour to reply to all of these contact requests, nonetheless it does not undertake to provide answers to all of the requests.

### **Article 5 – Data protection**

You are advised that your contact requests, registration for the newsletter, or applications in response to job offers, give rise to the collection and automatic processing of your personal data, the use of which is subject to the provisions of Law n° 78-17 of 6 January 1978 amended by the Law n° 2004-801 of 6 August 2004.

These data will be stored and used only to respond to contact requests, registration for the newsletter, or applications addressed to Ogilvy via the Site. These data will be stored for the time necessary for the purposes for which they have been collected and processed.

You have the right to access and rectify data concerning you as well as the right to oppose the processing of information that concerns you. This right can be exercised by sending an email to the following address: [ogilvy-paris@ogilvy.com](mailto:ogilvy-paris@ogilvy.com).

Any contact request via the Site will result in the storage of your email address.

### **Article 6 – Cookies**

The Site uses cookies (small files which are saved by your browser). A cookie cannot identify you, but it can register information relative to your use of the Site (subject to the choices you will have made whilst setting up your browser).

The functionality of cookies is to improve the functioning of the Site. For example, they will be able to identify your preferred language for subsequent visits to the Site.

Performance cookies allow Ogilvy to know the way you use the Site and to improve it in order to better respond to your requirements. We use Google Analytics for this.

You can refuse cookies whilst setting up your browser in this sense.

The cookies used on the Site are as follows:

<b>Name</b>	<b>Aim</b>	<b>Category</b>	<b>Duration</b>	<b>Origin</b>
MSID	Registers information about the user in order to keep the session open.	Functionality	Session	First party
SESS2e86af727e67d9722a76d3f12e493973	Registers information about the user in order to keep the session open.	Functionality	Session	First party
Has_js	Registers information about the browser, detects whether JavaScript is active or not.	Functionality	Session	First party
_ga	Cookie used by Google Analytics that helps to distinguish the users.	Performance	13 months	First party

_utma	Cookie used by Google Analytics that provides information concerning the traffic on the Site.	Performance	13 months	Third party
_utmb	Cookie used by Google Analytics that provides information concerning the traffic on the Site.	Performance	30 min	Third party
_utmc	Cookie used by Google Analytics that provides information concerning the traffic on the Site.	Performance	Session	Third party
_utmz	Cookie used by Google Analytics that provides information concerning the traffic on the Site.	Performance	6 months	Third party
_utm	Cookie used by Google Analytics that provides information concerning the traffic on the Site.	Performance	13 months	Third party
hasConsent	Cookie registering the consent of the user for the installation of cookies.	Functionality	12 months	Third party

**Do you accept the deposit and the reading of cookies in order to measure and analyse the traffic to our Site**  Yes  No

### Article 7 – Intellectual property

The Site, as well as the software, database structures, texts, information, analyses, images, photographs, graphics, logos, sounds or any other data contained on the Site remains the exclusive property of Ogilvy or, where appropriate, the right holders with whom Ogilvy has signed user agreements.

The contents of the Site cannot be reproduced, used or represented under any circumstances without the express written authorisation from Ogilvy or the right holders having authorised Ogilvy to use these contents. For any request concerning the use of the Site’s contents, you may contact Ogilvy at the following email address: [ogilvy-paris@ogilvy.com](mailto:ogilvy-paris@ogilvy.com). Ogilvy reserves the right to prosecute any infringement of its intellectual property including before the criminal courts.

### Article 8 – Hypertext Links

Any hypertext link leading to the Site, whatever type of link, must be subject to prearranged authorisation by Ogilvy. In order to obtain this authorisation, an email must be sent to the following address: [ogilvy-paris@ogilvy.com](mailto:ogilvy-paris@ogilvy.com).

The Site may include hyperlinks leading to other sites. Ogilvy made sure that, at the time of their creation, the pages concerned did not contain elements contravening French laws. Nonetheless, if one of these pages contains contents contravening French law you can report it by sending a message to the following address: [ogilvy-paris@ogilvy.com](mailto:ogilvy-paris@ogilvy.com).

Ogilvy should not be held responsible for making available contents from these sites and external sources, which have been made available after the creation of a hypertext link on the Site.

### Article 9 – Responsibility

Ogilvy is only responsible for the contents of the pages that that it publishes.

It is expressly reminded that the Internet is not a secure network. Therefore Ogilvy cannot be held responsible for the contamination by viruses or intrusion by a third party in the system of your IT equipment, and declines all responsibility regarding the consequences of your connection to the network via the Site.

In particular, Ogilvy cannot be held responsible for any damage whatsoever which would have been caused to you, in particular to your IT equipment and/or data stored there, as well as any consequences which may result in your personal or professional activity.

Ogilvy in no way guarantees the availability or performance of the Site. In particular, Ogilvy cannot be held responsible in cases of malfunction of the Internet network, in particular due to acts of malice, which would prevent the proper functioning of the Site.

#### **Article 10 –Governing Law and Jurisdiction**

These Conditions are subject to French law.

In the event of a dispute between parties that they could not resolve amicably between themselves, jurisdiction is granted to the courts of the city of Paris.