

L'Oréal ACCESS website global user generated content terms & conditions

We may make available on this Site a space dedicated to user content, such as for example text, photos, videos, etc. ("User Content").

Where you upload user content to our site, or respond to our request to use user content you have already posted to social media with **@haireducationbyloreal** and/or **#haireducationbyloreal**, **#lorealaccess** you agree to our terms and conditions on this online document.

We have the right to remove any User Content if, in our opinion, such material does not comply with these Terms and Conditions including if the content is illegal and/or contrary to the accepted standards of morality and/or infringes the rights of third parties.

Please inform us of any user content which appears contrary to applicable legislation in force and/or to accepted standards of morality and/or the principles set forth herein and/or which infringes the rights of others, at the following address coursesuk@loreal.com.

Terms and conditions

By responding **#YesACCESS** you agree to the following:

You grant to L'Oréal SA acting on behalf of L'Oréal Professionnal Products Division and its brands, and its affiliates and/or related entities, a worldwide, royalty-free, non-exclusive, transferable right to use your video(s), photo(s) and/or other content posted to Instagram, Facebook, Threads, YouTube, Google or Pinterest, together with your social media handle, social media user name, profile picture, caption and location information you may have included in your content ("User Content") that you have tagged with any of the above Hashtag(s) in any media, including but not limited to on its webpages and social media pages, newsletters, retailer sites, third party sites, prints, stores for its marketing and/or its advertising.

This right to use the User Content is granted for the entire legal duration of intellectual property rights, and in particular of the copyright as defined by French and foreign laws and international conventions.

You grant L'Oréal Professionnal Products Division the right to use your username, real name, image, likeness or other identifying information in connection with any use of your User Content. This right to use the personality rights is granted for a period of twenty (20) years (tacitly renewable) for the same media as those detailed in the above provision. L'Oréal Professionnal Products Division may use, display, reproduce, distribute, transmit, combine with other materials, alter and/or edit the User Content for legal and/or regulatory reasons in any way it sees fit (while maintaining the original sentiment), with no obligation to you whatsoever.

You confirm and agree that: (i) you own all the rights in the User Content and/or that you have permission from any person(s) entitled with any intellectual property rights or personality rights in the User Content to grant the rights herein; (ii) you and all other person(s) appearing in the User Content are not under 18; and (iii) L'Oréal Professionnal Products Division's use of your

User Content will not break any law or violate the rights of a third party.

L'Oréal Professionnal Products Division has the right to disclose your identity to any third party who claims that the User Content infringes their rights. This document is the exclusive property of L'Oréal Group.

If Your Post contains an endorsement or testimonial of our products or services, you further agree that it is a true and accurate expression of your honest belief based on use of the L'Oréal Professionnal Products Division products and that you have disclosed receipt of any free product or incentives in exchange for providing Your Post. You acknowledge and agree that the User Content could be subject to “viral” communication (word-of-mouth communication) on third party websites and that L'Oréal Professionnal Products Division will not be liable for any claim or action in this regard.

You consent to L'Oréal Professionnal Products Division collection of any personal information you provide, and L'Oréal Professionnal Products Division use and disclosure of that personal information in connection with the use of your User Content as described above.

Your personal information may be transferred to or accessible from outside the EEA, and may be shared with affiliates or other trusted third parties working on L'Oréal Professionnal Products Division's behalf. By posting User Content with any Hashtag(s) or otherwise providing L'Oréal Professionnal Products Division with personal information, you agree to such collection, use, disclosure, transfer and processing of your information in accordance with these Terms and Conditions, L'Oréal Professionnal Products Division's Privacy Policy, and applicable data protection laws and regulations.

You will not hold L'Oréal Professionnal Products Division, L'Oréal SA or any person acting on their behalf, responsible for any claims or demands in connection with the use of your User Content. You accept that L'Oréal Professionnal Products Division will not pay you for the use of your User Content and/or for any intellectual property rights connected with them. You accept that L'Oréal Professionnal Products Division may refuse to use or remove your User Content for any reason. If you change your mind about sharing your User Content, or you do not want L'Oréal Professionnel to contact you about User Content again, you may contact Us at the following address: coursesuk@loreal.com.

These Terms and Conditions may be updated regularly by L'Oréal Professionnal Products Division: please review them each time L'Oréal Professionnal Products Division wishes to use your Content prior to giving your authorization. To the extent authorized by law, these Terms and Conditions are subject to all countries laws and any dispute arising hereunder shall be subject to the jurisdiction of the competent courts in Paris.

Miscellaneous

These Terms and Conditions apply to the entire Site and to your User Content unless otherwise provided. In addition, to the extent your User Content is displayed on the Site or on any of the L'Oréal Group Sites, you also will be subject to additional terms of use, agreements, guidelines or rules provided by L'Oréal Group applicable to such Sites and User Content, and you hereby agree to be bound by such additional terms of use or service, agreements, guidelines,

instructions or rules provided or posted by L'Oréal Group. These Terms and Conditions are personal to you and may not be assigned or transferred by you for any reason whatsoever without L'Oréal Group's prior written consent; and any action or conduct in violation of the foregoing shall be void and without effect.

You agree that if L'Oréal Professionnal Products Division does not exercise or enforce any legal right or remedy which is contained in these Terms and Conditions (or which L'Oréal Professionnal Products Division has the benefit of under any applicable law), this will not be taken to be a formal waiver of L'Oréal Professionnal Products Division's rights and that those rights or remedies will still be available to L'Oréal Professionnal Products Division.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms and Conditions are invalid, then that provision will be removed without affecting the rest of the Terms and Conditions. The remaining provisions of these Terms and Conditions will continue to be valid and enforceable.