

GARNIER USER GENERATED CONTENT TERMS AND CONDITIONS

1. TERM AND CONDITIONS

BY RESPONDING WITH #AGREE YOU AGREE TO THE FOLLOWING:

YOU GRANT TO L'ORÉAL (UK) LIMITED, ACTING THROUGH ITS TRADING DIVISION GARNIER, AND ITS AFFILIATES AND/OR RELATED ENTITIES A WORLDWIDE, PERPETUAL, IRREVOCABLE, ROYALTY-FREE, NON-EXCLUSIVE, TRANSFERABLE RIGHT TO USE YOUR VIDEO(S), PHOTO(S) AND/OR OTHER CONTENT POSTED TO INSTAGRAM, FACEBOOK, TWITTER OR GOOGLE+, 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, RETAILER SITES, THIRD PARTY SITES, STORES FOR ITS MARKETING AND/OR ITS ADVERTISING. YOU GRANT GARNIER THE RIGHT TO USE YOUR USERNAME, REAL NAME, IMAGE, LIKENESS OR OTHER IDENTIFYING INFORMATION IN CONNECTION WITH ANY USE OF YOUR USER CONTENT.

GARNIER 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) APPEARING IN THE USER CONTENT TO GRANT THE RIGHTS HEREIN; (II) YOU AND ALL OTHER PERSON(S) APPEARING IN THE USER CONTENT ARE NOT UNDER 16; AND (III) GARNIER USE OF YOUR USER CONTENT WILL NOT BREAK ANY LAW OR VIOLATE THE RIGHTS OF A THIRD PARTY. GARNIER HAS THE RIGHT TO DISCLOSE YOUR IDENTITY TO ANY THIRD PARTY WHO CLAIMS THAT THE USER CONTENT INFRINGES THEIR RIGHTS

YOU WARRANT THAT YOUR USER CONTENT IS TRUTHFUL AND ACCURATE AND THAT IT DOES NOT MISLEADINGLY EXAGGERATE THE EFFECT GARNIER PRODUCT(S) ARE CAPABLE OF ACHIEVING (WHETHER THROUGH PRE-PRODUCTION TECHNIQUES (INCLUDING LASH INSERTS, HAIR EXTENSIONS ETC) OR POST-PRODUCTION TECHNIQUES (INCLUDING FILTERING, RETOUCHING OR EDITING ETC)).

YOU ACKNOWLEDGE AND AGREE THAT THE USER CONTENT COULD BE SUBJECT TO "VIRAL" COMMUNICATION (WORD-OF-MOUTH COMMUNICATION) ON THIRD PARTY WEBSITES AND THAT GARNIER WILL NOT BE LIABLE FOR ANY CLAIM OR ACTION IN THIS REGARD.

YOU CONSENT TO GARNIER COLLECTION OF ANY PERSONAL INFORMATION YOU PROVIDE, AND GARNIER 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 GARNIER BEHALF. BY POSTING USER CONTENT WITH ANY HASHTAG(S) OR OTHERWISE PROVIDING GARNIER WITH PERSONAL INFORMATION, YOU AGREE TO SUCH COLLECTION, USE, DISCLOSURE, TRANSFER AND PROCESSING OF YOUR INFORMATION IN ACCORDANCE WITH THESE TERMS AND CONDITIONS, GARNIER [PRIVACY POLICY](#) AND APPLICABLE DATA PROTECTION LAWS AND REGULATIONS.

YOU WILL NOT HOLD GARNIER, OR ANY PERSON ACTING ON GARNIER BEHALF, RESPONSIBLE FOR ANY CLAIMS OR DEMANDS IN CONNECTION WITH THE USE OF YOUR USER CONTENT.

YOU ACCEPT THAT GARNIER WILL NOT PAY YOU FOR THE USE OF YOUR USER CONTENT AND/OR FOR ANY INTELLECTUAL PROPERTY RIGHTS CONNECTED WITH THEM.

IF YOU DO NOT WANT GARNIER TO CONTACT YOU ABOUT USER CONTENT AGAIN, PLEASE OPT OUT BY EMAILING GarnierDigital.CORPUK@loreal.com

GARNIER RESERVES THE RIGHT TO ALTER THESE TERMS AND CONDITIONS WITHOUT WARNING.