

Skin Community Terms and Conditions

These terms and conditions (the "Community Terms") apply to the use of our La Roche-Posay community (the "Community") located at [<https://community.laroche-posay.co.uk/>] ("our site"), which is hosted by TokyWoky SAS.

Our site is operated by L'Oréal (UK) Limited trading as La Roche-Posay, a company registered in England and Wales under company number 271555 with our registered office at Gateway Central, White City Place, 187 Wood Lane, London, W12 7SA. Our main trading address is at the same address. Our VAT number is GB 438506540. You can contact us by writing to us at corporateaffairsuk@loreal.com.

By using our site, you confirm that you accept these Community Terms and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

1. There are other terms that apply to you

In addition to these Community Terms, the following terms also apply to your use of our site:

- (a) Our Community Guidelines. These set out requirements for how you interact with our site.
- (b) Our Privacy Policy. This sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing, and you warrant that all data provided by you is accurate.
- (c) Our Cookie Settings tool, which can be found at Cookie Settings. This sets out information, and gives you choices, about the cookies on our site.

2. We may make changes to these terms or our site
2.1 We may amend these Community Terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These Community Terms were most recently updated on 14.04.21. Your use of our site following any amendment constitutes your agreement to follow and be bound by these Community Terms as amended. If at any time you do not wish to accept the Community Terms, you may not use our site.

2.2 We may update and change our site or any Content from time to time. We will try to give you reasonable notice of any major changes however we have no liability to you for any failure by us to notify you of any changes to our site or Content. If the need arises, we may suspend access to our site, or close it indefinitely.

3. Access to our site

3.1 Our site is made available free of charge. Access to our site is permitted on a temporary basis.

3.2 We do not guarantee that our site, or any content, will always be available or be uninterrupted and will not be liable if, for any reason, our site is unavailable at any time or for any period. We reserve the right to amend, suspend, withdraw or restrict the availability of all or any part of our site, the Content or your access to the site without notice. We will try to give you reasonable notice of any suspension or withdrawal.

3.3 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Community Terms and other applicable terms and conditions, and that they comply with them.

4. Your account with us

4.1 Membership to the Community is restricted to private individuals only. Users must be at least 18 years.

Employees of L'Oréal (UK) Limited must include a clear statement in their Community profile name that they are an employee in the form "[Name] @ [L'Oréal brand]". Please note that employees of L'Oréal (UK) Limited may be excluded from entering or benefitting from certain promotions on the Community, as stipulated by the accompanying terms and conditions for such promotions.

4.2 For your own personal protection you must keep your user login details and password safe and treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user login and password or delete your user account at any time if in our reasonable opinion you have failed to comply with any of the provisions of these Community Terms.

4.3 If you know or suspect that anyone other than you knows your login details or password, you must promptly notify us at corporateaffairsuk@loreal.com.

5. Membership Hearts

5.1 Users of our site will join the tokens-based reward programme which will unlock benefits as set out in the Community membership level table below.

5.2 In order to gain certain benefits ("Perks"), users will be asked to undertake certain actions on their user account (such as completing their user bio) and to complete specified tasks, challenges and missions ("Missions"), to collect award Community tokens (known as "Hearts").

5.3 Missions available to you will be listed in the "My Missions" section of your user account. This section will list

out the Missions already completed, provide details on the actions required for Missions you have not yet completed and set out how many Hearts you can earn for completing each Mission. Hearts will be awarded to your user account following completion of each Mission and the subsequent validation by a Community moderator. Collected Hearts will be stored in your account indefinitely unless (a) you terminate your user account with us, or (b) we terminate your user account with us due to you breaching these Community Terms.

5.4 We may change, add or amend the Missions and/or how many Hearts can be earned for any Mission not yet completed, at our sole discretion by amending the information in the "My Missions" section.

5.5 The table below sets out the requirements that must be met to attain certain Community levels and receive certain Perks. All requirements for a level must be met in order to achieve that level. We may update this table

from time to time, including to introduce new Community levels for users who collect higher numbers of Hearts.

Level	Requirements	Perks
Skin Newbie	Default status once registered	Access to our Community
Skin Enthusiast	<ul style="list-style-type: none"> • User bio complete • 1 product review submitted • At least 170 Hearts 	Access to skincare challenges

6. Promotions

We may offer and advertise promotions, vouchers, and prize competitions on our site from time to time ("Promotions"). Any specific terms and conditions relating to these will be referenced on the relevant promotion post or content on our site. To the extent that the terms of a Promotion directly conflict with these Community Terms (for example with regards to the transfer of intellectual property rights for Content submitted as part of a Promotion), the terms of the Promotion will take precedence.

7. Interactive services and user content

7.1 We may from time to time provide interactive services on our site such as public chat rooms or product bulletin boards. Information and materials posted or sent by others on these interactive services have not been verified or approved by us. The views expressed by other users on our site are their own and do not represent our views or values.

7.2 Any comments, images, videos or other material, which are posted or sent on or through these interactive services on our site ("Content"), including by you, must comply with the Community Guidelines at all times. We reserve the right to remove any Content which, in our opinion, does not comply with these Community Guidelines.

7.3 While we want to ensure that the Community is a safe place to interact and we may moderate content (whether on a human or technical basis) with the aim of ensuring this, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site or Content posted on it. We expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards as set out in the Community Guidelines, whether the service is moderated or not. If you wish to complain about information and materials uploaded by other users please contact us.

7.4 You may not use the Community or our site for any purpose relating to direct marketing. You may not use the Community or our site as a means of advertising, promoting or endorsing (or furthering the advertisement, promotion or endorsement) of any product, services or brands not affiliated with us.

8. Rights you are giving us when you upload materials or posts

8.1 By posting or sending any Content on our site, you:

- (a) confirm that you have the right to post the Content on our site;
- (b) confirm the Content you post does not infringe any third party intellectual property rights; and
- (c) you grant L'Oréal a perpetual, irrevocable, worldwide, royalty-free, fully sub-licensable and transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and distribute such Content for any legitimate business reason that we see fit, including for marketing, business development and internal administrative purposes, and/or to incorporate such Content together with your username/name and location into any form, medium or technology, including (but not limited to):
 - (i) on all electronic, IT, digital, multimedia and internet media including our site or other L'Oréal group websites, social media pages and other online presences;
 - (ii) on all advertising media both online and offline;
 - (iii) on internal L'Oréal communications within the L'Oréal group;
 - (iv) for corporate, financial communication and public relations communications and disclosures;
 - (v) on retailer-and client-facing media.

9. Our Intellectual property rights

9.1 We are the owner or the licensee of all intellectual property rights in our site and in any content published on it, including any Content that you post. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

9.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal non-commercial reference and you may draw the attention of others to material posted on our site.

9.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

9.4 Our status (and that of any identified contributors) as the authors of Content on our site must always be acknowledged.

9.5 You must not use any part of the Content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

9.6 If you print off, copy or download any part of our site in breach of these Community Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. Do not rely on information on our site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our site, content on our site may be out of date at any given time. We make no promises and provide no assurances that the content on our site is accurate, complete or up to date.

11. Links from our site

11.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

11.2 We may, at our sole discretion, remove any third party links, including any third party links that you post on our site.

12. Our responsibility for loss or damage suffered by you

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Community Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

12.3 Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude all liability for any direct, indirect or consequential loss or damage; any other loss or damage caused by tort including negligence; or for any damage, loss, liabilities, injury or disappointment incurred or suffered incurred, by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it.

13. How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

14. Breach of these terms

14.1 When we consider that a breach of these Community Terms or the Community Guidelines has occurred, we may take such action as we deem appropriate.

14.2 Failure to comply with these terms constitutes a material breach, and may result in our taking all or any of the following actions:

- (a) immediate, temporary or permanent withdrawal of your right to use our site;
- (b) immediate, temporary or permanent removal of any contribution uploaded by you to our site;
- (c) issue of a warning to you;
- (d) legal proceedings against you for reimbursement of all costs, on a full compensation basis (including reasonable administrative and legal costs), resulting from the breach;
- (e) further legal action against you; and/or
- (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required

by law.

14.3 We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

15. We are not responsible for viruses and you must not introduce them

15.1 We do not guarantee that our site will be secure or free from bugs or viruses.

15.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

15.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

15.4 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

15.5 By breaching this provision in relation to virus and trojan worms etc., you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. You will not be allowed to use our site or your user account anymore if you breach this provision.

16. Jurisdiction and applicable law

16.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site or a breach of these Community Terms.

16.2 These Community Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.