

Coach & Share Terms and Conditions

Thank you for accessing <https://loreal-ppd.docebosaa.com/uk> (**our Site**). Please read these terms and conditions before using our Site which is operated by L'Oréal (UK) Limited, a company registered in England and Wales under company number 00271555, whose registered office and main trading office is at 255 Hammersmith Road, London W6 8AZ (**L'Oréal**). Our VAT number is GB438506540.

We make available via this our Site a space dedicated to user contents, such as, photos, videos etc. (hereinafter "**User Content**").

By uploading User content through this feature you agree to the following:

1. INTELLECTUAL PROPERTY

You hereby grant L'Oréal and its affiliates a royalty-free, irrevocable, non-exclusive, worldwide and for the legal protection period of intellectual property rights as defined by applicable laws and international treaties (including any subsequent suppletive or amending regulations) license to reproduce, display, use, copy, modify, adapt, edit, distribute, translate, create derivative works from, incorporate into other works, distribute such User Content (in whole or in part).

L'Oréal and its affiliates 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.

Said use shall be authorized for all in-house or external, corporate or financial communication purposes, advertising, and for all public relations, historical or archival purposes, of L'Oréal or its affiliates, its products and/or its brands, particularly on the following media:

- Posting in all format, in unlimited quantity,
- The written press, unlimited number of publications,
- Publishing, unlimited number of publications, particularly publishing for purposes of in-house communication, including sales force and distribution network (wholesalers, retailers, agents, etc.), events, leaflets for congresses, tradeshows, stands ...; B-to-B communication, in the professional press, for an unlimited number of publications and/or quantities;
- Electronic, IT, digital, multimedia, Internet and Intranet publishing, via any websites (whatever the website and/or medium, including social networks such as Facebook, Twitter, YouTube or Dailymotion), unlimited number of inserts and broadcasts,
- via any advertising media (including by way of advertising at retail outlets and on the L'ORÉAL Group brand products (hereinafter the "**Media**").

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

If your User Content 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 L'Oréal products and that you have disclosed receipt of any free product or incentives in exchange for providing your User Content.

You are hereby informed that said social networks are platforms owned by third-parties and, accordingly, the circulation and use of User Content via said social networks shall be governed by the terms of use defined by said third parties. Therefore, We shall not be held responsible for any use of the content by Us or any third parties in accordance with the terms of use defined by the social networks, including without limitation, in terms of the scope and duration of licensed rights, and removal of

Content. You shall be responsible for handling any third-party claims relating to the use of the Content in accordance with the terms of use defined by the social networks.

In addition, We hereby remind you that any Content may be referenced on a search engine and therefore to be accessed by an audience outside the Website. 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 and/or its affiliates will not be liable for any claim or action in this regard.

This authorization gives Us the possibility to adapt your Content as initially fixed and/or make any such clarification to the User Content as We may consider useful, provided that the User Content shall not alter your image or words.

Further, the use of User Content may come with such anonymized information as your city, country or age, and/or, if you expressly authorized it, information allowing your identification such as your first name, or your email address.

You accept that L’Oréal will not pay you for the use of your User Content and/or for any intellectual property rights connected with them.

We would like to remind you that User Content must not conflict with applicable legislation or accepted standards of morality, or the principles stated herein. In this regard, We reserve the right not to publish or to remove at any time any such User Content as may not comply with these Terms of Use, including the Code of Conduct.

If you change your mind about sharing your User Content please opt out by contacting us at coursesuk@loreal.com or use the contact us form where available on the website.

These Terms and Conditions may be updated regularly by L’Oréal: please review them each time before posting on the Website.

2. CODE OF CONDUCT

We support the values of tolerance and respect of others.

For this reason, by using this Website, you agree **not to**:

- Publish or provide any data that may be considered ‘*sensitive*’:
 - *personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs;*
 - *trade-union membership;*
 - *genetic data, biometric data processed solely to identify a human being;*
 - *health-related data;*
 - *data concerning a person’s sex life or sexual orientation;*
- Convey any racist, violent, xenophobic, malicious, rude, obscene or unlawful comments;
- Disseminate any content that may be harmful, defamatory, unauthorized, malicious or infringing on privacy or publicity rights, inciting violence, racial or ethnic hatred or qualify as gross indecency or incitement to commit certain crimes or offences;
- Infringe applicable competition law rules, including illegally sharing competitively sensitive information with your competitors (such as, among others, information on prices of your products or services, costs or business strategy), or agreeing on practices that have as an object or effect the prevention, restriction or distortion of competition in the market (such as, among others, fixing prices with your competitors or in any way illegally altering the competitive dynamic of the market).

- Use the Website for political, propaganda or proselytizing purposes;
- Publish any content advertising or promoting any products and/or services competing with the brand(s) displayed on the Website;
- Divert the Website from its intended purpose, including by using it as a dating service;
- Disseminate any information that may directly or indirectly allow the nominal and specific identification of an individual without prior and express consent, such as their last name, postal address, email address, telephone number;
- Disseminate any information or content that may be upsetting;
- Intimidate or harass others;
- Conduct illegal activities, including that may infringe anyone's rights in and to any software, trademarks, photographs, images, texts, videos, etc.;
- Disseminate content (including photographs and videos) portraying minors.

By posting on the Website, you represent and warrant that:

- You will not hold L'Oréal or its affiliates, or any person acting on L'Oréal or its affiliates' behalf, responsible for any claims or demands in connection with the use of you User Content;
- your post complies with these Terms and Conditions and the Terms of Use of the Website;
- you are the author of the content, that you are not stealing the identity of another person, and you are not using a false email address or otherwise being misleading as to the origin of your content;
- your content is your original work and does not infringe the intellectual property rights of third parties;
- all content that you post is truthful and accurate.

You further agree and warrant that you shall not submit any User Content:

- that contains any information (including pricing) about L'Oréal and/or its affiliates, competitors or their products (namely other manufacturers and/or distributors and/or retailers of health and beauty products);
- for which you will derive any compensated or monetary benefit by any third party or which could be construed as an advertisement or solicitation to buy (which shall include any content that directs business away from L'Oréal and/or its affiliates);
- that includes any information that references other websites, URL addresses, email addresses, contact information or phone numbers;
- that contains any actual, or instructions on how to create, computer viruses or other potentially disruptive or damaging computer programs or files.

WE RESERVES THE RIGHT TO LIMIT OR SUSPEND ACCESS TO ANY USER THAT IS IN BREACH OF THESE TERMS OF USE AND TO REFUSE TO POST, CHANGE, EDIT OR DELETE ANY CONTENT THAT WE DEEM, IN OUR SOLE DISCRETION, TO VIOLATE THESE TERMS AND CONDITIONS.

In addition, We reserve the right not to publish:

- duplicate content;
- blank reviews;
- any unintelligible content (such as content that contains random characters and meaningless word strings).

We cannot guarantee that you will be able to edit or delete any User Content you have submitted.

If you become aware of any such User Content as may condone crimes against humanity, incite racial hatred and/or violence, or relate to child pornography, you shall immediately notify Us at the following email address coursesuk@loreal.com, or by sending a detailed letter to the following address: 255 Hammersmith Road, London, W6 8AZ, specifying in your email/letter the date on which you discovered said content, your identity, the URL, description of the disputed content and the user ID of the author thereof.

If you consider that any User Content is in breach of the principles listed above, of your rights or any third party's rights (e.g., any infringement, insult, breach of privacy), you may send a notice to the following email address: coursesuk@loreal.com, or by sending a detailed letter to the following address: 255 Hammersmith Road, London, W6 8AZ., specifying in your email/letter the date on which you discovered said content, your identity, the URL, description of the reported content and the user ID of the author thereof.

To the extent authorized by law, these Terms and Conditions are subject to English laws and any dispute arising hereunder shall be subject to the jurisdiction of the competent courts of England and Wales.