

L'ORÉAL (UK) LIMITED FRIENDS & FAMILY WINTER ONLINE SALE 2021 TERMS AND CONDITIONS

Welcome to the L'Oréal Friends & Family Winter online sale (the "**Sale**").

This Sale is dedicated to the sale of selected L'Oréal (UK) Limited products (the "**Products**") at discounted prices to eligible L'Oréal (UK) Limited employees, contractors* and, where applicable, invited friends and family members.

Your registration, access and any purchases made in relation to this Sale is subject to these Terms and Conditions together with our Website Terms of Use ("**Terms**") that can be viewed here: https://lorealfriendsandfamily.s3.amazonaws.com/Terms_Conditions/FF-Terms-Site.pdf

By signing up and participating in the Sale you are agreeing to be bound by these Terms so please ensure that you have read them to make sure that you understand them prior to ordering any Products from the Sale.

ELIGIBILITY, PRODUCTS, PURCHASING LIMITS AND DELIVERY LIMITS

Employees based in the United Kingdom and Ireland may invite up to twenty (20) friends or family members based in the United Kingdom and Ireland (or a combination of the two up to a maximum of twenty persons) to the Sale.

*L'Oreal contractors who are paid directly by L'Oreal and have been engaged by L'Oreal for 12+ months are also invited to take part in the Sale on an individual only basis.

L'Oréal reserves the right to invite additional people to participate in the sale as it sees fit.

Unfortunately we are not able to deliver to any addresses outside of Ireland and mainland United Kingdom (England, Wales, Scotland and Northern Ireland). Please note this restriction means we cannot deliver to BFPO, Channel Islands, as well as the UK Islands of Arran, Canna, Curran, Eigg, Lewis, Harris, Hebrides, Man, Orkney, Shetland, Sicily, Skye and White.

To make the Sale as fair as possible, the following purchasing limits are in place:

- You may complete more than one order during the Sale up to a combined maximum limit of £1000
- As indicated when you add the relevant Product to your basket, you will only be able to purchase a limited quantity of units of each Product, depending on Product availability and popularity.

L'Oréal may introduce promotional offers, such as gifts with purchase, throughout the course of the Sale. The details of any such promotional offers will be made available as and when they are introduced.

We reserve the right to amend the prices of the Products throughout the Sale as we see fit, including the provision of exclusive prices intended for the benefit of employees and eligible contractors only.

SIGN-UP PROCEDURE:

If you are a L'Oréal employee or an eligible L'Oréal contractor with access to the Staff Shop, you do not need to sign up early and can simply login to the Sale using your existing Staff Shop (myShop - https://www.lorealstaffshop.co.uk/en_GB/account) login details (work email address plus password) and as such will have the ability to use any allocations you have towards payment/part payment of your order. Your twenty (20) invited friends and family can sign-up using the link and unique code sent with your invitation email. This unique code can only be used 20 times before the sign-up page will be locked (i.e. for each friend or family member who you invite).

If you are a friend or family member you can sign-up by following the link and using the unique code provided to you by the L'Oréal employee who invited you. This unique code can only be used once by each invited friend and family member and cannot be shared further.

Initial sign-up must be completed by 23:59 on 16 November 2021. Sign-up is not possible outside of this period of time. However, any request to sign-up following the closing date may be accepted by L'Oréal in its sole discretion.

RESPONSIBLE USE:

Each person may only sign-up to the Sale once. You are responsible for keeping all passwords and other login details secure and confidential.

You are responsible for ensuring that your unique code is used, and where applicable, shared responsibly and in accordance with these Terms. L'Oréal accepts no liability for the misuse of the unique codes.

You must not sign up to the Sale on behalf of anyone else. L'Oréal employees must not sign up to the Sale on behalf of their invited friends or family.

If L'Oréal employees do not use their full allowance of twenty (20) friends or family members, this cannot be transferred to another employee.

DATES OF THE SALE:

For all L'Oréal employees and eligible contractors, the Sale will begin on Tuesday 23rd November 2021 at 09:00.

For all invited friends and family, the Sale will begin on Wednesday 24th November 2021 at 09:00.

The sale will end on Friday 26th November 2021 at 23:59, subject to stock availability.

PRODUCTS:

Please note that stock is limited and the sale is operated on a first come, first serve basis.

Please note that placing Products in your basket does not reserve them for your purchase. Products in your basket may be liable to falling out of stock before you complete your transaction.

Images of Products are for illustrative purposes only. While we make every effort to ensure that colours and images are displayed accurately, we cannot guarantee that your device displays the colour and shades of our products accurately. The Products that you order and the packaging of those Products may vary from the images on the Sale.

Although we aim to keep the Sale as up to date as possible, the information appearing on this Sale at a particular time may not always reflect the position exactly at the moment you place an order.

RESPONSIBLE PURCHASING:

*The Products are only for the personal use of employees, eligible L'Oréal contractors and invited family or friends. **You must not purchase Products for commercial or professional purposes and the resale of Products is strictly prohibited.***

We reserve the right to remove this benefit and ban you from future friend and family sales at any time if we have reasonable grounds to believe that any eligible person is breaching these Terms and reserve the right to take disciplinary action against employees and/or contractors.

DELIVERY:

We will deliver any purchased Products to the delivery addresses nominated in the My Account section of the Sale website. L'Oréal employees are unable to request delivery to their office.

All orders under £100 are subject to a delivery charge of £5.75. If your order is under £100, you will be prompted to pay for delivery at the checkout screen. If your order is more than £100, free delivery will be automatically applied at checkout.

All orders will be fulfilled by our third party delivery company (DPD) as soon as possible, but please note there may be delays given the current COVID-19 climate and we accept no liability for any such delays.

PRICES & PAYMENT:

We reserve the right to amend prices of the Products throughout the Sale as we see fit.

The prices of the Products are given in pounds sterling. The price of a Product includes VAT at the applicable rate chargeable in the UK.

For employees or friends & family based in Ireland, you will be responsible for covering any currency conversion-related fees charged by your bank. The exchange rate will be as per your bank's exchange rate at the time of the deemed conversion.

Payment must be made by the person making the purchase and not by anybody else.

You may at any time:

- *obtain a summary of the Products you have selected or modify your order, by clicking on the button "View Basket", which is accessible on the top right of each page;*
- *continue to select Products by clicking on "Continue Shopping"; and*
- *complete your selection of Products and order them by clicking on "Checkout".*

Once you have identified yourself in the 'Secure Payment' stage, before clicking 'Pay Now', an order summary appears on screen, which summarises: the names, quantities and prices of the Products selected by you, the delivery charge, the order total, payment arrangements, your details, the delivery address for the Products and the billing address.

We accept Visa, Visa Debit, Diners, Maestro, MasterCard and American Express. You will be charged for your purchase at the time of purchase. We will notify you by email as soon as possible to acknowledge receipt of your order and to provide you with an order number. Once we have acknowledged receipt of your order, we will check that we have your Product(s) in stock. If we are unable to supply you with a product or your order cannot be accepted we will inform you of this as soon as possible and process refunds accordingly.

Credit Card details are processed online by a secure payment gateway provided by Adyen. We are not responsible for delays or errors in transaction, execution or cancellation of orders due to payment issues. More information about how Adyen processes your data for payment purposes is detailed below in the Data Protection section.

We reserve the right to refuse all orders if: a) the purchasing limits stated above are exceeded, b) if there is an existing dispute with you, c) in the event of total or partial failure by you to pay for that order or d) if credit/debit card payment authorisation is refused.

REFUNDS, ERRORS AND MISTAKES:

Please keep a copy of your order confirmation email until you receive your purchased products. In the case of there being any issue with your order, then please contact us via https://www.lorealstaffshop.co.uk/en_GB/contact

Should you wish to return your products, you have 14 days from receipt of the products to return them so long as they are not sealed goods which are not suitable for return due to health protection or hygiene reasons if they become unsealed after delivery. This time-limit does not apply to goods that are faulty or damaged, which can be returned at any time. We will organise a full refund for the returned goods, but cannot offer a replacement or alternative.

Our customer care team will advise you on how to return your items, including the address for returns. If you are returning your Products because they are faulty or damaged, please retain proof of posting for the return delivery as this will be requested by the customer care team to ensure you receive a full refund of the postage costs. If you are returning a product due to change of mind, all postage costs will be borne by you.

Once we have approved the return, a refund will be credited for the correct amount within 14 days.

DATA PROTECTION:

We will use your information (such as your contact details, payment information, and order history) in order to process your orders, including payment and delivery. We will not disclose your information to third parties except for our third party payment provider and delivery partners. The payment provider will only use your information in relation to your payment and for fraud prevention, and will not disclose any information to any other third party.

For individuals who sign up to the Sale but who do not purchase any Products, your personal details will be deleted within one month.

For individuals who purchase products in the Sale, your personal details will be kept for duration of the contractual relationship.

For more information please see our Privacy Policy here: <https://privacy.loreal.com/UKI/>

OUR LIABILITY FOR LOSS OR DAMAGE SUFFERED BY YOU:

We are responsible to you for foreseeable loss and damaged caused by us. If we fail to comply with our obligations under these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaching these Terms, or our failure to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. 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.

Nothing in these Terms shall limit or exclude our liability (i) for death or personal injury caused by our negligence or (ii) fraudulent misrepresentation or (iii) any other liability which cannot be excluded or limited under applicable law.

Nothing in these Terms affects your statutory rights as a consumer including your statutory rights relating to faulty or misdescribed goods.

CONTACT US:

Please direct all general enquiries relating to the Friends & Family online sale, including if there is a problem with your order, to https://www.lorealstaffshop.co.uk/en_GB/contact

Or, if you require any assistance regarding sign-up prior to the sale going live, please contact us via email at corpukfriendsandfamily@loreal.com

If it is in relation to a specific order, please include details of your order to help us to identify it, including any order reference number. If you have any questions or concerns about your personal data, please contact us at MyPersonalDataUKI@loreal.com

Copyright © L`Oreal 2021