

TERMS OF USE FOR THE APPLICATION

VIKTOR&ROLF FLOWERBOMB – SAMPLING MODULE

L'Oréal SA reserves the right to supplement, amend or delete the terms of use (hereinafter the "Terms of Use") set forth here in below at any time and without prior notice. In the event the Terms of Use are amended, L'Oréal SA undertakes to post an updated version on the page for this application.

The information contained in this application is provided strictly for information purposes, and shall in no event be deemed a legal obligation or contractual agreement of L'Oreal SA, which furthermore reserves the right to modify the characteristics thereof.

1. General Information

You are currently connected to the module made available by L'Oréal SA:

Company Name: L'Oréal
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This module has been developed and optimized by MILKY and is a creation protected by intellectual property law. By making use of this Module, the User shall be deemed to have agreed, without reserve, to comply with these Terms of Use as well as our instructions as to data confidentiality.

2. Definitions

For the purposes hereof:

L'Oréal or **we** or **our** shall mean the owner of the Platform, as identified in the terms of use for such Platform.

Module shall mean the virtual tool furnished on the Platform.

Module Content shall mean the components and content furnished with the module and/or included therein.

Operation shall mean the Viktor&Rolf Flowerbomb sampling module available on the platform.

Platform means the platform where the module is available:

<http://samples.viktor-rolf-parfums.com/>

User or **you** shall mean any person, aged over 13 years old, who uses the Module and/or the Module Content on the Platform and/or who accesses it.

3. Access to and use of the Application

a. General provisions

In order to access the Module and to make use thereof, you may be asked (i) to furnish information related to your user profile and/or to click upon the button "I Agree" (or an equivalent) in order to indicate your acceptance of these Terms of Use.

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By accessing the Module, downloading it, installing it and using it you become a User. You agree to be bound by the Terms of Use, which you represent that you have read and understood. You are only authorized to use and access the Module for personal use and not for commercial purposes.

You may access the Module free of charge. Access to the Internet using a mobile telephone and/or tablet may result in you incurring additional charges from your service provider. In no event shall we be liable for any network and/or roaming charges relating to updates to the Module.

No matter where you decide to access the Module, you do so at your own risk and subject to the obligation to comply with local laws and regulations.

b. Models and content furnished by the Module

The Module may make certain Module Content available to you. You recognize and accept that such Module Content is subject to intellectual property rights and/or image rights and/or other rights of ownership and is only made available within the framework of the License and in conformity with the Purpose. In consequence, any reproduction and/or performance, in whole or in part, of such Module Content, or any item included therein, by any process and on any media whatsoever, for, purposes other than those that are specifically described in these Terms of Use is expressly prohibited.

c. Viktor&Rolf Flowerbomb participation conditions

The module is free of charge and no purchase is necessary.

To participate, the User will have to connect to the platform <http://samples.viktor-rolf-parfums.com/>, click on "Order your sample" and fill in the order form.

The registration will not be taken into account if you do not complete the participation mode or if you communicate incorrect information.

Only one entry per operation per email address and/or Facebook account is allowed

Only two participations to a L'OREAL LUXE sampling module are allowed within a rolling 12 month period. In this way, the user registers through the form to the operation. If he/she has already received two samples from L'OREAL LUXE within the rolling 12 month, his/her participation to the module will be canceled. In this context, participation means a registration with the same family name and postal address, regardless of the email address.

Participation in the operation is open to all UK residents aged 13 and over, with the exception of the Promoter's employees, their immediate families, agents or anyone else professionally connected with the promotion.

The first 20,000 entrants to correctly subscribe to the promotion will each receive one Viktor&Rolf Flowerbomb Eau De Parfum 1.5ml sample.

The sample is as stated and there are no alternative samples or cash substitutes.

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4. Personal data

We may collect personal data with respect to the User for the sole purposes of administering your registration and/or your use of the Module. Such personal data (which may include your photo or any User Content that you furnish) will be subjected to digital processing.

You accept and agree that your personal data (including your photo) may be transferred outside of the European Union to our third-party suppliers and/or service providers who are working with us for the purposes of supplying services related to the Module and/or the Results.

In conformity with applicable data protection legislation, you have the right to access the data which relates to you and to correct, object to and delete such data. You may exercise this right at any time by sending us an e-mail accompanied by proof of your identity to the following address: contact@viktor-rolf-parfums.com

We will preserve the confidentiality of the personal data sent by the User within the framework of use of the Module.

3. Language

These Terms of Use have been drafted in English and may be translated into the other languages available in the Module. You agree that you have read and understood these Terms of Use and have been fully informed of the rights and obligations that arise therefrom. In the event of an inconsistency between the French version, the English version or any of the other translated versions, the French version shall govern for any interpretation and/or application of these Terms of Use.

4. Limitation on liability

You accept and agree that you have been informed that the Module, the Module Content and/or the Results are furnished "as is" and, more specifically, you accept that:

- use of the Module is entirely at your sole risk and peril;
- neither we nor our license providers have given any warranty whatsoever, including, but not limited to, any warranty against hidden defects, as to conformity, adequacy for a use or specific purpose and against infringement and in particular that we and they grant no warranty with respect to the Module and/or Module Content (i) conforming to the User's requirements, IT environment and/or Internet/telecommunications connections; (ii) being efficient, accurate, uninterrupted, safe, free from errors, without risk of error or available; (iii) being free of viruses, worms, Trojan horses or anything else capable of possessing contaminating or destructive properties and/or any other element capable of being considered reprehensible by certain persons or being adapted to any use whatsoever; or (iv) that the Results will satisfy you and/or meet your requirements once the product is purchased and/or will be realistic.

5. Term and termination

The Terms of Use shall take effect on the date on which you have accepted them and shall remain in force throughout your use of the Module. We may withdraw the Module at any time. You agree that L'Oréal shall have no liability and that the exercise of such discretionary power shall not result in any payment or compensation whatsoever to you or to any other person.

The promotion is open from 04.07.2016 at 09.00 until 14.08.2016 at 06:00pm subject to availability and while stocks last.

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6. Applicable law and attribution of jurisdiction

These Terms of Use for the Application shall be governed by French law.

Any dispute with respect to the validity, interpretation and/or compliance with these terms of use shall be subject to the exclusive jurisdiction of the courts of Paris.