

L'ORÉAL BRANDSTORM 2023/2024 COMPETITION

OFFICIAL RULES

(Hereinafter "Official Rules")

INTRODUCTION

Before participating in L'ORÉAL BRANDSTORM, you must read the Official Rules in their entirety. By registering, you unconditionally agree to all of the terms and conditions of these Official Rules.

1. L'ORÉAL BRANDSTORM

L'ORÉAL BRANDSTORM (hereinafter the "**Competition**") is an international innovation competition organized by L'ORÉAL SA (hereinafter "**L'ORÉAL**"), a corporation with a capital of 107,256,121.80 Euros registered with the Paris Company Trade Register under the number 632,012,100 with its headquarters located at 14 Rue Royale, 75008 Paris. - L'ORÉAL SA and its affiliates are referred as - L'ORÉAL Group.

The aim of the Competition is to offer to the participants an experience and the opportunity to innovate within the beauty industry. This project is a part of the L'ORÉAL international human resources communication and recruitment strategy. It aims to enhance participants entrepreneurial skills, creativity skills, and perception of the L'ORÉAL business.

2. WHO CAN PLAY?

L'ORÉAL BRANDSTORM is a Competition **accessible to** any natural person from all fields and or any level of study (graduated and/or non-graduated) **from 18 (eighteen) years old to 30 (thirty) years old included**, in order to help young people shape their future and start their career, residing in one of the participating countries and satisfying the conditions set up below (hereinafter the "**Participant(s)**").

The final list of the participating countries will be accessible on the platform: brandstorm.loreal.com (hereinafter the "**Platform**") from November 1st, 2023, until August 31, 2024.

The following people cannot participate in the Competition:

- Participants who are not within the required age range (eighteen (18) years old at least and not older than thirty (30) years old);
- Participants who have already participated in the Competition in a previous year and reached the international finals
- Any employees of - L'ORÉAL and its Affiliates
- Trainees and/or students who did an internship at L'ORÉAL in the department of the brand or division concerned, and/or exercised a relevant function linked to the case study subject matter during the two (2) years preceding the Competition
- Legal entities including startups

Students participating in an international exchange programme or studying in a foreign country, e.g. Erasmus or exchange students have to participate for the country they are studying in at the moment of registration or for the country where their school is located. Participants are only allowed to register for **one (1)** team.

Participants of a team must be studying or living in the same participating country (hereinafter the “**Team**”). When applicable, if a Participant changes university or country during the Competition, they will still be registered under the starting university or country.

All members of the Teams must have a valid individual e-mail address.

L'ORÉAL reserves the right to refuse any participation or to disqualify, at any time during the Competition, any Participants (and their Teams) at its sole discretion and without any justification. Submitting incorrect, misleading information or adopting wrongful behaviour during the Competition will lead to the refusal or disqualification of the participation as described in Section 11.

3. COMPOSITION OF THE TEAM

The Participants must compose a **team of three (3) people**. As Diversity Equity & Inclusion are core values for L'Oréal and the Competition, L'ORÉAL highly encourages gender diversity to reach equity in the teams. We welcome all teams.

It is not possible to modify the composition of the Team after the submission of the project.

In the event that the number of Participants in a Team is reduced to less than three (3) members, the Team shall be disqualified. However, L'ORÉAL reserves the right not to disqualify Teams in which a team member had a legitimate reason to leave, at L'ORÉAL's sole discretion, if there are at least two (2) team members continuing the Competition.

4. DELIVERABLES REQUIREMENTS

During the Challenge, Participants may upload any documents or other material (such as texts, presentations, videos, etc.) relating to their project in response to the Competition (the “Deliverable”). All the Deliverables must be done in **English**.

The presentations submitted to the organizers at every stage of the Competition must be compliant to the guidelines that will be shared during the Competition and comply to this intellectual property section.

To participate, each Team of three (3) must submit a 1min pitch video & 3 slides explaining their idea (PDF or MP4 format is required).

When submitting any Deliverable, at any stage of the Competition, each Participant guarantees to L'ORÉAL that they are the owner and/or holder of the Intellectual Property Rights regarding all or part of the creations contained in the Deliverables and that they have obtained all rights and permissions regarding all pre-existing creations and any elements of the Deliverables for which they do not hold the relevant rights.

Should any submission items/material include any industrial property right, registered or not (patents, trade secrets, know-how) – participants should expressly mention it to L'Oréal in writing before presenting such submission materials to - L'ORÉAL.

L'ORÉAL reserves the right to refuse submission of items/material covered by Industrial Property rights.

Each Participant guarantees (i) that their contribution is original and unprecedented and (ii) that it does not infringe upon the copyright or any Intellectual Property Rights of any third party.

L'ORÉAL cannot be held liable for any infringement of the above provisions by the Participants. Each Participant shall indemnify L'ORÉAL against any disturbance, action, claim, opposition and demand or

eviction attempt from any third party in connection with any creation in the Deliverables (Intellectual Property Rights included).

5. THE COMPETITION FOR BRANDSTORM PARTICIPANTS

a. The schedule

The Competition will start on November 1st, 2023, with the opening of the registration process and will end at the end of June, 2024, after the Worldwide Final ceremony.

PHASES	START DATE	END DATE
Registrations	November 1st, 2023	Registration end date according to applicable country/region
Local Selection	Varies by country/region	Varies by country/region
International Finals	End of June, 2024	End of June, 2024

Based on local needs, countries might add additional stages between the Registration and Worldwide Final periods. Further details regarding the schedule in each one of the participating countries will be given between November 1st, 2023 and **end of June, 2024**, through the Platform (brandstorm.loreal.com) or via e-mail directly by the L'Oréal local Team.

The schedule may change during the Competition, at L'ORÉAL's sole discretion. Participants will get updated information of any change via the Platform and/or email.

b. Steps of the Competition

The Competition process consists of 3 main stages :

Step 1: Online Registration on Brandstorm Official Platform

Step 2: Local Selection*

Step 3: International Finals

*Additional steps might be added within the Local Selection stage, which can vary depending on the country/region

Stage 1: Online registration

To register Participants should:

- Go to the Platform: brandstorm.loreal.com;
- Click on [SIGN UP] to start the registration;
- Follow the registration procedure and fill in the registration form, providing all necessary information for managing the participation (first name, last name, e-mail address, age, gender (not mandatory), password, current location, current school name (not mandatory), expected graduation date (not mandatory), current field of study (not mandatory);
- Click on [SIGN UP] to confirm their registration

When completing the official registration form, the Participants will be asked to accept the Official Rules. Failure to accept the Official Rules will prohibit the completion of the registration. Participation in the Competition is also subject to each Team's online acceptance of the present L'ORÉAL BRANDSTORM

Official Rules and the signature of the appropriate local documentation relating to the assignment of intellectual property and images rights, if any.

Stage 2: Local Selection:

The local selection may consist of several different rounds (both online and offline) each having different requirements. Please refer to the local country page for more information.

The local selection jury that will select the winning projects will be composed of L'ORÉAL local experts and managers. L'ORÉAL employees and the external public may also be invited to vote for their favourite project based on the criteria detailed below. The voting process will be detailed during the Competition and on the Platform.

Countries will select one (1) or two (2) winning Teams, depending on the number of participants per country, at L'ORÉAL local Teams' sole discretion. An additional runner-up team may be selected depending on the country/region.

Stage 3: International Finals

The International Finals (semi-final, final) will take place in person in L'ORÉAL's HQ in London.

The format and/or location of the Final event may change during the Competition, at L'ORÉAL's sole discretion. Participants will get updated information of any change via the Platform and/or email.

L'ORÉAL and/or affiliates cannot be, in any way, held responsible should the Stage one winning Team and/or any of its Team members be unable to travel to UK to participate in the International Finals.

The travelling expenses for the international final (limited to visas issuing expenses, flight tickets and/or train tickets, transfer costs between airport/train station and the hotel or offices) and the hotel accommodation will be covered by L'ORÉAL. L'ORÉAL will directly oversee the booking and payment related to the travelling expenses at its sole discretion. L'ORÉAL will not be responsible in case of visa issuance issues.

No participation fee or purchase is required to participate in the Competition, except extra or specific costs participants may have to engage during the Competition to elaborate their project. Participants are solely responsible to bear these costs.

Teams will not be reimbursed for any material or resources used in the preparation of their presentation, or for any expenses related to trips to L'ORÉAL.

A. International semi-final

The local winners will be invited to join the International semi-final.

The jury that will select the winning projects will be composed of L'ORÉAL experts and executive managers. L'ORÉAL employees may also be invited to vote for their favourite project based on the criteria detailed below. The voting process will be detailed during the competition and on a secured digital platform.

B. International final

The International semi-final winners will be invited to join the International Final.

The jury that will select one (1) awarded project will be composed of L'ORÉAL executive managers and partners. They will select the winning team based on the criteria detailed below.

- Submission of the pitch:

The Teams will be invited to pitch the main idea of their project through a presentation. The guidelines will be provided during the competition.

- Form of presentation:

The exhaustive list of required materials for the presentation will be given after the Local Selection.

6. JUDGING CRITERIA FOR BRANDSTORM PARTICIPANTS

Judging criteria for each step of the competition:

For each step, the projects will be graded on 14 points. The criteria are detailed below:

EVALUATION CRITERIA	MAX POINTS
INNOVATIVE	2
TECH-DRIVEN	2
SUSTAINABLE	2
INCLUSIVE	2
FEASIBLE	2
SCALABLE	2
TEAM SPIRIT & DIVERSITY	2
TOTAL GRADE	14

Please bear in mind the relevance of the project regarding the division and market's needs and the general appearance of the presentation. In the event that there are several submissions with the same score, the jury will be free to decide which project they want to select.

7. PRIZES

During the International Finals, one prize will be awarded to the Winning Team according to the criteria mentioned above. The reward will be an Intrapreneurship program. The Winning Team will get the opportunity to work (an appropriate type of contract, collaboration, internship agreement or any other type of agreement will be proposed to each winning team member depending on their profile) in one of L'ORÉAL head-offices as any L'ORÉAL employee. This award gives the opportunity to live an intrapreneurship experience with L'ORÉAL experts. L'ORÉAL will have all reserved rights on all the intellectual property built by the students during the Competition, if any, as stated in article 15. L'ORÉAL will assign mentors and coaches to guide the Participants throughout the program. The Participants of the program will be paid according to L'ORÉAL payroll standards. More information on this will be given throughout the Competition.

The awards will be organized by L'ORÉAL with a minimum of 2 members presence per team awarded. Further information will be provided by L'ORÉAL.

In the case of an unpredictable event preventing L'Oréal from organizing the awards, there will be further notice. L'ORÉAL reserves the right to cancel the International Final at any time at its sole discretion. Participants will be informed through the platform and other L'ORÉAL official communication channels.

Participation in the Competition cannot in any way be deemed to give rise to any contractual relations with L'ORÉAL SA or any of its affiliates and in particular any employment rights.

8. INVOLVEMENT OF THE L'ORÉAL STAFF

The local HR Manager at L'ORÉAL is responsible for the organization of the Competition up to, and including, the Local Final. They will be the direct contact person and information provider for the Participants and/or the Teams. They can be contacted using the Platform, through the "conversations" section.

The Participants cannot directly contact any of L'ORÉAL's employees outside the Official Platform or any authorized Brandstorm tool.

The Participants cannot have any contact (whether directly or indirectly) with operational managers of L'ORÉAL and/or its affiliates who are assigned to the division and brand(s) which is (are) the basis for the case study from the end of the briefing session up to, and including, the Local Selection and/or International Finals, except if authorized by the local HR Manager. Such contact will lead to the team disqualification (with the exception of the meeting previewed for the local winning Team after the Local Finals, see article 7 step 3).

The operational management will be represented on the jury of the Local Selections.

9. PUBLICITY/ INVOLVEMENT OF THE MEDIA

Participants and/or Teams are prohibited from any direct and/or indirect contact with the media and using L'ORÉAL's name, logo and trademarks, except if specifically authorized in writing by the local HR Manager or the L'ORÉAL Corporate Strategic Recruitment Department. Any breach of this section by a Participant will lead to its disqualification.

10. DISQUALIFICATION

L'ORÉAL may, at its sole discretion, disqualify a Team and/or any of the Team members from participating if the Team or any of the Team members shows a disregard for these Official Rules, or acts in any unsporting manner. In the event of any suspected fraud and/or unfair participation, L'ORÉAL reserves the right to conduct any verification, as it may deem necessary. Any established fraud or unfair action shall entail the Participant's immediate and final disqualification, without prior notice. L'ORÉAL may exclude any Team and/or any of the Team members if the Team or any of the Team members intends to damage any L'ORÉAL BRANDSTORM material or information. L'ORÉAL has the right to prosecute any Team and/or any of the Team members if the Team and/or any of the Team members try to destroy, disrupt damage or alter the proceedings of the Competition.

Conforming to local and global sanitary regulations/laws is also mandatory to follow the Competition (e.g: COVID-19). L'ORÉAL has the right to disqualify any Team and/or any of the Team members if they fail to respect the - L'ORÉAL's guidelines.

11. PERSONAL DATA

In accordance with the applicable laws and regulations on personal data, notably Regulation (EU) 2016/679 (General Data Protection Regulation), the personal data collected through the form available on [brandstorm.loreal.com] shall be processed solely by L'ORÉAL SA and its Affiliates for purposes of participating to Brandstorm Competition and teaming up with other participants based on the information submitted.

The data collected will be listed in the Privacy Policy and will be processed in accordance with the Brandstorm Official Rules and the Privacy policy.

L'ORÉAL SA undertakes to adopt all useful measures to preserve the safety of the data and in particular to prevent it from being communicated to unauthorized third parties.

As specified in the Privacy Policy and in accordance with the General Data Protection Regulation, Participants may exercise their rights of access, rectification and opposition to data collection and processing by sending a written request to brandstormhotline@loreal.com.

In accordance with the context of the Competition, and for the purposes of creating teams and benefiting from a mentor's help and support, Participants are informed that their name and surname are available to all registered Participants of the Competition.

12. DISSEMINATION AND PUBLICATION OF CONTENT ON THE PLATFORM.

L'ORÉAL defends the values of tolerance and of respect for the rights of others. For this reason, the Platform may not be used as a vehicle for racist, violent, xenophobic, malicious, obscene or illicit proposals. In using this Platform, Participants agree not to:

- Upload viruses or other harmful code
- Publish content likely to incite hatred, violence or the commission of certain crimes or offences, threatening content, pornographic content, content containing nudity or gratuitous violence, or any other form of inappropriate content,
- Distribute information or content capable of upsetting the sensibilities of young people.
- Conduct illegal activities, including, but not limited to, infringing upon the rights as to software, marks, photographs, images, text, video etc.
- Post any content allowing the identification of any person, including by disclosing their address or telephone number or breaching their privacy,
- Breach the general terms of use of the Platform

By using the Platform, the Participants declare:

- To be the owner of the published content, via or in relation to the Platform.
- That the publication of this content is not in violation of any copyright or privacy law whatsoever.

13. CONFIDENTIALITY OBLIGATION

While participating in the Competition, especially when having access to any content provided within the Platform, the Team members will have access to information and know-how of all kinds. In particular, commercial, financial, scientific, industrial or marketing information, concerning the activities, operations and studies of L'ORÉAL, of one or more other companies of the L'ORÉAL Group or of one or more companies with whom they have or have had relations or in which they have an interest. The Team members will also have access to information concerning natural persons who are members of the companies referred above (hereinafter the "**Information**").

The Participants must take all necessary precautions and measures to keep the Information strictly confidential and not disclose it, with the exception of information which is already in the public domain.

The Team members acknowledge that disclosure of the Information would cause the L'ORÉAL Group considerable damage, allowing the local L'ORÉAL affiliate or L'ORÉAL to engage their liability. The confidentiality obligation will last for a period five (5) years and will survive the termination of the Competition, for whatever reason.

14. IMAGE RIGHTS

By accepting the terms and conditions of these Official Rules, the Participants hereby expressly authorise L'ORÉAL and/or its affiliates, free of charge, to: reproduce, display, modify, adapt (including any translation), transfer and distribute their Image for the L'ORÉAL Group in-house or external, corporate communication purposes (including the - L'ORÉAL Group's and/or its French and foreign subsidiaries'

annual report or activity reports), promotional and advertising purposes in relation to the - L'ORÉAL Brandstorm Competition, and for any public relations purposes, historical or archival purposes, including via the following media:

- Posting in any format, in unlimited quantities;
- Television, unlimited number of broadcasts;
- In the written press and magazines, unlimited number of publications;
- Via the Internet (via any website and/or media, including websites known as the “social networks” such as Instagram, Facebook, YouTube or Dailymotion);
- Via any other advertising media

The term “Image” is understood as referring to the full set of attributes of the Participant’s personality, including but not limited to their image, voice, family name and forenames, signature, capacities stemming from their professional activities and their professional designation(s).

This authorization shall include the possibility for - L'ORÉAL Group to adapt the Participant’s Image as initially fixed and make any clarification thereto as it may deem useful provided that it shall not alter his/her image or words.

This authorization is granted free of charge commencing from the date of first use of the Participant’s Image for a five (5) years term.

It is understood that communication materials reproducing the Participants’ Image may be difficult to remove from the - L'ORÉAL Group’s social media channels and sharing websites (such as Facebook, Instagram, Pinterest, Tumblr, YouTube etc.), and Participants agree that such communication materials may remain on social media channels and sharing websites as they were originally posted provided that, after the aforementioned 5 years term, L’Oréal Group shall not repost or authorize others to repost such materials.

Participants hereby expressly declare that they hold any and all rights and all necessary authorizations required for the quiet enjoyment by - L'ORÉAL Group of the rights assigned hereby.

15. INTELLECTUAL PROPERTY RIGHTS’ ASSIGNMENT

The Competition is organized by the L'ORÉAL International Human Resources Department and is exclusively designed for an exchange with students and young professionals. As the projects are built from L'ORÉAL brief and ideas, and as similar development may be currently under progress, all concepts communicated by Teams and Participants during the Competition shall not be considered as being able to lead to any concrete developments, which could give rise to intellectual property rights.

Should any submission items/material include any industrial property right, registered or not (patents, trade secrets, know-how) – participants should expressly mention it to L’Oréal in writing before presenting such submission materials to - L'ORÉAL.

L'ORÉAL reserves the right to refuse submission of items/material covered by Industrial Property rights.

Notwithstanding the foregoing, in the event where the items, contents submitted to- L'ORÉAL by Participants in the context of their participation in the Competition give rise to any intellectual property rights, by accepting the Official Rules, the participants will assign on an exclusive basis, to L’Oréal which accepts, all rights of reproductions, representation, adaptation or translation attached to the items (designs, slogans, models, etc.), on all support medias including those which are unknown on the date of the Competition, for all purposes of internal or external communications, including corporate communication (inter alia the L’Oréal Group Annual Report, L'ORÉAL Group activity reports and or its French and foreign subsidiaries, brochures, letters to shareholders...) as well as for all public & press relations purposes and for commercial, promotional and advertising purposes, notably in relation to the products commercialised by the - L'ORÉAL Group and/or the brands of - L'ORÉAL Group, for the legal duration of the intellectual property right and its potential renewals for the entire world, without any limitations of number.

This assignment of rights will be granted and accepted free of charge.

Participants hereby expressly declare that they hold any and all rights and all necessary authorizations required for the quiet enjoyment by L'ORÉAL of the rights assigned hereby.

16. SALESFORCE PARTNERSHIP

As a partner of L'ORÉAL Group, Salesforce will be an invited brand during Brandstorm 2023 competition. For the purpose of the Competition, Salesforce will provide additional digital & tech tools to enrich the learning path & projects of the participants (MyTrailhead learning dedicated page, mentoring etc.) and will also be invited depending on the countries to take part in the evaluation of the projects at every stage of the competition. During the Competition, Participants will be able to access Salesforce's learning digital tools, at their sole discretion, under Salesforce's terms and conditions.

The Competition, the contents, the projects and participants' list remain under L'ORÉAL Group property and will not be shared with Salesforce or any other third-party. L'ORÉAL Group and above rules will apply. The personal data strictly necessary for the use of Trailhead learning path will be transmitted to Salesforce for the sole purpose of Brandstorm Competition upskilling and communicated in the applicable Privacy Policy.

17. CLAIMS

Any disputes, questions and/or claims relating to the Competition up to, and including, the Local Selection or the Worldwide Finals must be submitted fifteen (15) days after the announcement of the winning Team, at the latest.

The dispute, questions and/or claims must be sent in English or French to L'ORÉAL BRANDSTORM International Management by registered mail with acknowledgement of receipt at the following address: L'ORÉAL International Human Resources Communication Department - L'ORÉAL - 41, rue Martre - 92117 Clichy CEDEX, France.

Upon receipt, the L'ORÉAL BRANDSTORM committee will meet and a reply will be sent within one (1) month of receipt. The committee will be made up of a member of the concerned Local/International jury, L'ORÉAL BRANDSTORM International Management, and a member of the Office of the General Counsel for Human Resources. Any decision of the committee shall be binding and final. No Participant shall have any further right to recourse or to appeal.

These rules are governed by French law and all disputes arising from the competition will be subject to the exclusive jurisdiction of the competent French courts.

18. AMENDMENT AND DEPOSIT OF THE RULES

The original rules of this Competition, in the custody of the bailiff, SCP Simonin - Le Marec - Guerrier, Commissaires de Justice Associés, 54 rue Taitbout, 75009 PARIS, will be the sole valid set of rules.

We may be required to amend these rules inter alia to comply with any new legislation and/or applicable regulations.

Any amendment shall be integrated within these rules and shall be announced on the Platform and filed with the SCP Simonin - Le Marec - Guerrier, Commissaires de Justice Associés.

In the event that any clause hereunder is declared null or void, it shall have no impact on the validity of the Official Rules themselves.

19. MISCELLANEOUS

L'ORÉAL reserves the right to shorten, modify, or cancel the Competition, without the Teams and/or Team member being able to claim compensation thereof.

L'ORÉAL BRANDSTORM, its concepts, content, look-and-feel, logo and all other graphic elements and organization are and will remain the sole property of L'ORÉAL.

L'ORÉAL is not responsible for errors in the entries of Teams and Team members, malfunction of the Platform, incorrect e-mail addresses, or connection problems related to the Competition.

Teams will not be reimbursed for material or resources used in the preparation of their presentation, for expenses related to trips to L'ORÉAL (Local Selection and International Finals) or to the associated communication agency.