

OFFICIAL RULES OF L'ORÉAL BRANDSTORM 2018/2019 COMPETITION (Hereinafter "Official Rules")

INTRODUCTION

Before participating in L'ORÉAL BRANDSTORM, you should 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 112 016 437 40 Euros, registered with the Paris Company Trade Register under the number 632 012 100 with its headquarters located at 14 Rue Royale, 75008 Paris.

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

No participation fee or purchase is required.

2. WHO CAN PLAY?

L'ORÉAL BRANDSTORM is a Competition for undergraduate and graduate students who study in one of the participating countries and satisfy the conditions set up below (hereinafter the "**Participant(s)**").

The final list of the participating countries will be accessible from the platform: brandstorm.loreal.com (hereinafter the "**Platform**") on October 8st, 2018.

Students must be eighteen (18) years of age or older to participate. Any under-age Participant must have the consent of his or her parent or legal guardian to accept the Official Rules and participate in L'ORÉAL BRANDSTORM.

Students attending a post-graduate course (e.g. doctorate programme or MBA) cannot participate (except for post-graduate courses in India and Israel, please see article 20. SPECIFIC PROVISIONS FOR CERTAIN COUNTRIES)

Students eligible to participate should not yet have acquired considerable professional experience (i.e. not more than two years of work experience. Internships, apprenticeships, summer job experiences and auto-entrepreneurial work do not account into work experience). Students who have already played the Competition in a previous year and reached the international finals cannot participate another time.

Students who did an internship in the department of the brand concerned by the case study during the two (2) years preceding the Competition cannot participate in the current edition.

The Participants have to compose a team of three (3) students. Students participating in an international exchange programme, e.g. Erasmus or exchange students have to participate for the country they are studying in at the point of registration.

Participants are only allowed to register in **one** team.

The three (3) members of a team must be studying in the same participating country (hereinafter the "**Team**"). It is not possible to change the university during the competition. If a Participant changes universities during the Competition, he or she will still be registered under the starting university.

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

L'ORÉAL reserves the right to check the validity of the registration information submitted by Participants at any stage during the Competition and to ask for copies of ID documents and/or student cards from the school or university cited by the Participants. L'ORÉAL also reserves the right to refuse participation, or to disqualify, at any times during the Competition, Participants (and their Teams) without justifying it. Submitting incorrect or misleading information will lead to refusing or disqualification of participation.

3. COMPOSITION OF THE TEAM

It is not possible to modify the composition of the Team after the submission of the pitch. 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 their Team, as long as there are at least two (2) team members continuing the Competition. The reasons considered as legitimate by L'ORÉAL are the following: pregnancy, accidents or hospitalization.

4. DELIVERABLES REQUIREMENTS

All the deliverables must be done in English.

The presentations must be submitted as PDF. The format of the presentation should be 16x9. No other elements like music, videos, animations etc. should be included in the presentation.

In case a video presentation is requested by the country selection process, Participants hereby expressly declare that they hold any and all rights and all necessary authorizations required regarding these recorded elements.

For the National Selection round, a PDF or MP4 format may be required according to the country selection process.

5. THE COMPETITION FOR BRANDSTORM PARTICIPANTS

a. The schedule

The Competition will start on October 1st, 2018 with the opening of the registration process and will end on May 24th, 2019 after the World Finals ceremony.

PHASES	START DATE	END DATE
Registrations	October 1st, 2018	Varies by country. No registration will be taken into consideration after March 31 st , 2019.
National Selection	Varies by country	Varies by country
World Finals (Paris)	May 22nd, 2019	May 24th, 2019

Based on local needs, countries might add additional stages between the Registration and World Final periods. Further details regarding the schedule in each one of the participating countries will be given between October 1st, 2018 and March 31th, 2019 through the Platform (brandstorm.loreal.com) or via e-mail.

b. Steps of the Competition

The Competition process consists of 3 main stages:

- Step 1:** Online registration
- Step 2:** National Selection*
- Step 3:** World Finals in Paris

*Additional steps might be added within the National Selection stage, which will vary depending on the country

Step 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 mandatory information (first name, last name, e-mail address, password, country of origin, country of study, school or university, specialization, graduation date, field of study, linkedin account link and mentor's email address)
- Click on [SIGN UP] to confirm their registration

Once registered, Participants will have the opportunity to use the Platform to register a mentor of their choice to support them throughout the steps of the Competition. Mentors will be approved and validated in each country by the local BRANDSTORM manager (Participants will refer to their local BRANDSTORM manager for further details regarding the eligibility of the mentors).

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 official registration forms. Participation in the Competition is 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.

Release of the case:

The release date may vary depending on the selection process chosen by the countries. For example, if a country is running the Hackathon selection process, the release of the case will be postponed to that date.

For the majority of countries, the case will be released on the countries Brandstorm pages on October 8th, 2018.

Additionally to the case, Participants get access to confidential data and materials to help them execute their pitch.

Stage 2: National Selection:

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

Countries will select one winning team but have the right to not qualify any teams based on the decision of the national selection jury. An additional runner-up team may be selected depending on the country.

Stage 3: World Finals

The National winners will be invited to join the World Finals held in Paris on the 22nd -24th of May 2019.

- Submission of the pitch:

The Teams will be invited to pitch the main idea of their project through a ten (10) slide presentation maximum. The presentation has to be submitted online through the Platform and in a 16 x 9 format.

- Form of presentation:

Each Team has to present their idea in a five (5) minute maximum presentation. Afterwards, there will be five (5) minutes of discussion, where the jury will ask questions related to the idea for the Team to answer.

The exhaustive list of required materials for the fair will be given after the National Selection.

The official required materials must not be printed by the Teams themselves.

L'ORÉAL and/or affiliate cannot be in any way held responsible should the Stage 3 winning Team and/or any of its Team members be unable to travel to France to participate in the World Finals.

The travelling 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 be in charge of the booking and payment related to the travelling expenses.

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

6. JUDGING CRITERIA FOR BRANDSTORM PARTICIPANTS

At each step, the projects will be evaluated out of 100, based on the following criteria:

Criteria	Weighting
INNOVATIVE	30%
USEFUL	30%
FEASIBLE	20%
SCALABLE	20%

Please bear in mind the relevance of the project regarding the division and market's needs, the team spirit and the general appearance of the presentation. In the case where there are several submissions with the same score, the priority will be given to the submission which scored highest in the innovative category.

The judging criteria will be the same regardless whether the presentation is held in person or online.

For the World Finals only, in addition to the four (4) criteria mentioned above, the jury members will be able to grant a "special like" to the projects of their choice.

7. PRIZES

At the World Finals, one prize will be awarded according to the 4 criteria mentioned above. This year, the reward will be a 3-month Intrapreneurship program. The winning team will get the opportunity to work at Station F as L'Oréal employees. There will be a deadline to begin the program until December 31st 2019. This award gives the opportunity for the winners to work on developing their Brandstorm project into a feasible business model. L'Oréal has the rights of all the intellectual property built by the students. L'Oréal will assign mentors and coaches to guide students 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.

In the case of a legitimate reason (refer to the below) in which one member cannot participate, they will be given a money award of 10,000 €. If 2 members cannot do the internship, then each of the 3 members will be given 10,000 € and there will be no intrapreneurship reward. Each Team and/or Team member will be wholly responsible for the payment of any tax, contribution or amount of any kind due in respect of the award of a prize under the Competition.

In case a disqualification of a team member occurs, he/she will not attend the intrapreneurship and will not receive any prize money.

L'Oréal will assist with visa and work permission requirements. The travelling expenses (flight tickets and/or train tickets, transfer costs between airport/train station and the hotel or offices) and the apartment accommodation will be covered by L'ORÉAL. L'ORÉAL will be in charge of the booking and payment related to the travelling expenses.

*The list of acceptable legitimate reasons are:

Health Conditions (such as pregnancy, diabetes etc)

Accident

Hospitalization

School/Study Restrictions (formal proof by school must be given)

Visa Constraints (either from the departure country or from the French authorities)

8. PARTICIPATION AND INTERNSHIPS

At any step of the Competition, Participants can be recruited for an internship in a division of the L'ORÉAL Group.

At any time during the Competition, Participants cannot be employees, trainees and/or interns of the teams of L'ORÉAL or of any of its affiliates assigned to the division and brand(s), which is/are the basis of the case study during the same aforementioned period.

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.

9. INVOLVEMENT OF THE L'ORÉAL STAFF

The local HR Manager is responsible for the organization of the Competition up to and including the National Finals. He/she will be the direct contact person and information provider for the Participants and/or the Teams. He/she can be contacted using the Platform, through the “conversations” section.

The Participants cannot directly contact the International BRANDSTORM team.

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 and up to and including the National Selection and/or World Finals, except if authorized by the local HR Manager. Such contact will lead to team disqualification (with the exception of the meeting previewed for the national winning Team after the National Finals, see article 7 step 3).

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

10. INVOLVEMENT OF THE MEDIA

Participants and/or Teams are prohibited from any direct and/or indirect contact with the media, except if authorized by the local HR Manager or the L'ORÉAL Corporate Strategic Recruitment Department.

11. 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 or disruptive manner. In the event of any suspected fraud and/or unfair participation, L'Oréal reserves the right to conduct any such 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.

12. PERSONAL DATA

In accordance with the applicable laws and regulations on personal data, the personal data collected through the form available on [brandstorm.loreal.com] shall be processed solely by L'ORÉAL for purposes of managing the Participant's participation to the Competition, promoting L'Oréal as an Employer and the registration to the L'ORÉAL International Human Resources and Communication Departments.

Only the persons authorized by L'ORÉAL can access the personal data of the Participants for the purposes mentioned above.

For any further information on the processing of your personal data, please look up our Privacy Policy [here](#).

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.

Participants exercising the right to delete their personal data prior to the end of the Competition shall be deemed to have waived and withdrawn their right to participation.

13. DISSEMINATION AND PUBLICATION OF CONTENT ON THE PLATFORM.

L'OREAL defends the values of toleration and of respect of 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 or violence, 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 the young;
- conduct illegal activities, including, but not limited to, infringing on the rights as to software, marks, photographs, images, text, video etc.
- to post any content allowing the identification of any person, including by disclosing their address or telephone number or breaching their privacy or physical or moral.
- breach the general terms of use of the Platform or, without limitation, qualify as gross indecency or incitement to commit certain crimes or offences.

By using the Platform, the Participants declare:

- that he or she is the owner of the content he or she publishes on, via or in relation to the Platform.
- that the publication of such content is not in violation of any copyright or privacy law whatsoever.

14. CONFIDENTIALITY OBLIGATION

In the course of 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, 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 Team members must take the necessary measures to keep the Information strictly confidential, 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 survive the termination of the Competition, for whatever reason, until such time as the object of such obligation ceases to exist.

15. RIGHTS' ASSIGNMENT

The Competition is organized by the L'ORÉAL International Human Resources Communication Department and is exclusively designed for an exchange with the student world. 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 Team member during the Competition shall not be considered as being able to lead to any concrete development(s), which could give rise to intellectual property rights. Notwithstanding the foregoing, in the event where the items submitted to L'ORÉAL by Participants in the context of their participation in the Competition give rise to any intellectual property rights, the Participants will assign to L'ORÉAL, which accepts, all rights of reproduction, 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'OREAL Group Annual Report, L'OREAL 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'OREAL Group and/or to the brands of L'OREAL Group, for the legal duration of the intellectual property right, for the entire world, without any limitation on number.

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

You hereby expressly declare that you hold any and all rights and all necessary authorizations required for the quiet enjoyment by L'OREAL of the rights assigned hereby.

16. AUTHORISATION TO USE THE PARTICIPANTS' IMAGE

For the purposes of the Competition, as a Participant, you hereby expressly and free of charge authorize L'OREAL to: reproduce, represent, modify, adapt, transfer and distribute your image in connection with the Competition for all purposes of internal or external communications, including corporate communication (*inter alia* the L'OREAL Group Annual Report, L'OREAL Group activity reports and / or of its French and foreign subsidiaries, brochures, letters to shareholders ...), as well as for all public & press relations purposes, and for all commercial, promotional and advertising purposes,

notably in relation to the products commercialised by the L'OREAL Group and/or to the brands of L'OREAL Group, on all support medias including those which are unknown on the date of the Competition.

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 commencing on the date of first use of the Participant's image.

It is understood that communication materials reproducing Participants' image may be difficult to remove from the L'OREAL 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'OREAL shall not repost or authorize others to repost such materials.

The term "image" is understood as referring to the full set of attributes of the Participant's personality, including but not limited to his/her image, voice, family name and forenames, signature, capacities stemming from his/her professional activities and his/her professional designation(s).

You hereby expressly declare that you hold any and all rights and all necessary authorizations required for the quiet enjoyment by L'OREAL of the rights assigned hereby.

17. CLAIMS

Any disputes, questions and/or claims relating to the Competition up to and including the National Selection must be received at the latest within fifteen (15) days of the date at which the winning Team of the National Selection has been announced.

Any disputes, questions and/or claims relating to the competition up to and including the World Finals, must be received at the latest within fifteen (15) days of the date at which the winning team of the World Finals has been announced.

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 National World 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 and 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 OF THE 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, Huissiers 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

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

The Official Rules of the Competition will be placed in the custody of Maître Simonin both in French and in English. In case of dispute regarding the Official Rules of the Competition, the French version will prevail.

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 materials or resources used in the preparation of their presentation, for expenses related to trips to L'ORÉAL (National Selection and World Finals) or to the associated communication agency.

20. SPECIFIC PROVISIONS FOR CERTAIN COUNTRIES

Only applicable in India: The aforementioned entrant requirements concerning the level of studies do not apply. In India, only first year students in a post-graduate programme (MBA) can participate in the challenge. However, they should not have acquired work experience of more than two years (Internships, apprenticeships, summer job experiences and auto-entrepreneurial work do not account into work experience). All other requirements concerning previous participation and affiliation with the company mentioned in 2. WHO CAN PLAY? are still applicable.

Only applicable in Israel: Students of the MBA and MSc Programs of The Leon Recanati Graduate School of Business Administration Coller School of Management, Tel Aviv University can participate in the challenge.

Only applicable in Japan: In addition to the 14. RIGHT'S ASSIGNMENT. Furthermore, in the event where the items submitted to L'ORÉAL by Participants in the context of their participation in the Competition give rise to any intellectual property rights, all rights and interests including the rights prescribed in Article 27 and 28 (Right of the original author in the exploitation of a derivative work) of the Copy Right Act of Japan regarding such items shall be assigned to L'OREAL, and you shall not exercise or assert its moral rights of an author.

Please note that the UK and Germany selection process may have different selection criteria not related to the case of the competition.