L'ORÉAL BRANDSTORM 2021/2022 COMPETITION OFFICIAL RULES

(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 111 855 722,20 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 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. Meanwhile, some of the participants will be involved in recruitment process to get career opportunity.

No participation fee or purchase is required.

2. WHO CAN PLAY?

L'ORÉAL BRANDSTORM is a Competition *accessible to all* (students in all fields and level of study and graduated) *from 18 (eighteen) years old till 30 (thirty) years old included*, in order to help young people shape their future and start their career, who are based 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: <u>brandstorm.loreal.com</u> (hereinafter the "**Platform**") on October 15thth, 2021.

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

All students attending a post-graduate course (e.g. doctorate programme or MBA) can participate in all participating countries.

The following people cannot participate to the Competition:

• Participants who have already participated to the Competition in a previous year and reached the international finals Students who did an internship at L'Oréal in the department of the brand or division concerned, nor relevant function precisely concerned by the case study during the two (2) years preceding the Competition

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 point of registration or in the country where their school is located. Participants are only allowed to register in **one** team.

The three (3) members of a team must be either studying or living in the same participating country (hereinafter the "**Team**") or in the same university but physically located differently. It is not possible to change the university during the competition. If a Participant changes university during the Competition, they 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 refuse participation, or to disqualify, at any times during the Competition, Participants (and their Teams) at its sole discretion and without any justification. Submitting incorrect, misleading information or

wrongful behaviour during the Competition will lead to refusing or disqualification of participation as described Section 11.

3. COMPOSITION OF THE TEAM

The Participants have to compose a team of three (3) people.

We highly encourage gender diversity to reach equity in teams, but we welcome all teams.

It is not possible to modify the composition of the Team <u>after the submission of the pitch.</u>

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.

4. DELIVERABLES REQUIREMENTS

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 the intellectual property.

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.

5. THE COMPETITION FOR BRANDSTORM PARTICIPANTS

a. The schedule

The Competition will start on October 15th, 2021 with the opening of the registration process and will end at the end of June, 2022 after the Worldwide Final ceremony.

PHASES	START DATE	END DATE	
Registrations	October 15th, 2021	Varies by country/region No registration will be taken into consideration after March 31st, 2022	
National Selection	Varies by country/region	Varies by country/region	
Worldwide Final	End of June, 2022	End of June, 2022	

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 October 15th, 2021 and **end of June, 2022** through the Platform (<u>brandstorm.loreal.com</u>) or via e-mail.

Dates may change during the Competition, Participants will get updated information of any change.

b. Track selection

Three different tracks (topics) are available to participate in the Competition. Every team must select one and only track to work on their project and pitch. At every stage of the Competition the selection will be made per track with one award to win per track. The selected track will have to be communicated on the Brandstorm platform and to the Brandstorm country managers. The weighting of the evaluation criteria will be different depending on the selected track (see below), so the teams must respect the selected track, one and only one track per project and not mixed the several tracks in their project. No change of track will be validated after the first pitch.

c. Steps of the Competition

The Competition process consists of 3 main stages:

Step 1: Online Registration **Step 2:** National Selection*

Step 3: Worldwide Finals

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

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 necessary information for managing the participation (first name, last name, e-mail address, gender (not mandatory), password, current location, current school name, expected graduation date, current field of study)
- 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. 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 or two winning teams, depending on the number of participants per country, 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/region.

Stage 3: Worldwide Finals

A. International semi-final

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

Given the current situation, the format (online or offline) of semi-final will be decided later and further notice through the platform and other L'OR'EAL official communication channel.

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

B. <u>International final</u>

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

Given the current situation, the format (online or offline) of semi-final will be decided later and further notice through the platform and other L'ORÉAL official communication channel.

The jury that will select the 3 awarded projects will be composed of L'Oréal executive managers and partners. They will select the 3 teams 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 National Selection.

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 Worldwide Final.

If the world finals need the participants to travel, 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

Judging criteria at every step of the competition:

At each step, the projects will be evaluated out of 10 points. *The weighting of the evaluation criteria will vary depending on the track selected by the team*, to focus on the topic of the track as detailed below.

EVALUATION	INCLUSION	GREEN	TECH
CRITERIA	TRACK	TRACK	TRACK
INNOVATIVE & USEFUL	2 pts	2 pts	2 pts
FEASIBLE & SCALABLE	2 pts	2 pts	2 pts
SUSTAINABLE	1.5 pts	3 pts	1.5 pts
INCLUSIVE	3 pts	1.5 pts	1.5 pts
TECHNOLOGICAL	1.5 pts	1.5 pts	3 pts
TOTAL GRADE	10 POINTS	10 POINTS	10 POINTS

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 jury will be free to decide which project they want to select.

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

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

7. PRIZES

During the Worldwide Final, three prizes, one per track, will be awarded to winners according to the criteria mentioned above. The reward will be an Intrapreneurship program. The 3 winning teams (1 winning team per track) will get the opportunity to work at L'Oréal head-office in France as L'Oréal employees. 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 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.

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

If there is unpredictable reason that disables L'Oréal to organize, there will be further notice. Given the current situation, L'Oréal reserves the right to cancel the World Final at any time at its sole discretion. Participants will be informed through the platform and other L'ORÉAL official communication channel.

8. L'OREAL INTERNS/APRRENTICES PARTICIPATION

All L'Oréal interns and apprentices can participate in Brandstorm competition, except if their mission at L'Oréal is directly linked to the topic of the competition as described in Section 2.

9. INVOLVEMENT OF THE L'ORÉAL STAFF

The local HR Manager of L'OREAL is responsible for the organization of the Competition up to and including the National Final. 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 specifically 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 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.

Conforming to local and global sanitary rules 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 don't respect the organizers guidelines linked to it.

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 SA for purposes of:

Participating in Brandstorm and teaming up with other participants based on the information you have submitted. Please be informed that we will partially use your information to share your profile on the platform for the process of teaming up; If you agree to above terms, data as follows will be collected in accordance with L'Oréal and GDPR data privacy rules:

- First name
- Last name
- E-mail address
- Gender
- Age
- Location
- School

- Field of study
- Age

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

All the personal data shall not be kept for longer than two (2) years after the end of the Competition.

Participants acknowledge that they are entitled to access, modify or delete any of these personal data, by 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.

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:

- to be the owner of the published content, 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 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 on an exclusive basis, 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 and its potential renewals, for the entire world, without any limitation of 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. CLAIMS

Any disputes, questions and/or claims relating to the Competition up to and including the National Selection or the World Finals 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.

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.

17. 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.

18. 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.

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.

19. SPECIFIC PROVISIONS

Only applicable in Japan: In addition to the 15. 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.

20. SALESFORCE PARTNERSHIP

As a partner of L'ORÉAL Group, Salesforce will be an invited brand during Brandstorm 2022 competition. For the purpose of the Competition, Salesforce will provide additional digital & tech tools to enrich the learning path & projects of the participants (Trailhead learning dedicated page, mentoring etc.) and will also be invited depending on the countries to take part to the evaluation of the projects at every stage of the competition. During the Competition, Participants will be able to access to Saleforce's learning digital tools at their sole discretion under Salesforce's terms and conditions.

The competition, the contents, the projects and participants' list and data 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.