

## OFFICIAL RULES OF L'OREAL BRANDSTORM 2016

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# I. HOW TO PLAY?

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## 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.

Furthermore, you accept any and all of L'ORÉAL's decisions with regards to L'ORÉAL Brandstorm as final and binding in all respects.

### 1. L'ORÉAL BRANDSTORM

L'ORÉAL Brandstorm (hereafter the "Game") is an international game organized by L'ORÉAL SA (hereafter "L'ORÉAL"), a corporation with a capital of 111.942.969,80 Euros, registered with the Paris Company Trade Register under the number 632 012 100 with its headquarters located at 14, rue Royale, 75008 Paris.

The aim of the Game is to offer the students a pedagogical and professional experience and the opportunity to take the role of an International Brand Director within the beauty products industry. This project is a part of the L'ORÉAL International Human Resources Communication strategy and aims to enhance students' entrepreneurship and creativity skills, and perception of the L'ORÉAL business. No participation fee or purchase is required.

### 2. WHO CAN PLAY?

Only students attending one of the Brandstorm partner universities and/or schools in a participating country can participate in the standard cycle of the game. Students in a participating country but not in a partner campus can register as part of the "Wild card" cycle. L'Oréal Brandstorm is a game for UNDERGRADUATE STUDENTS with an interest in innovation and marketing. Undergraduate students eligible to participate must be in the final 2 years of their studies. They should not yet have acquired considerable professional experience (except for internships, apprenticeships and summer job experiences). Undergraduate students and students attending a master (not an MBA) can participate.

Students have to register in teams of 3 players. Members of a team must all be enrolled at the same school or university (students participating in an international exchange programme, e.g. Erasmus or exchange students can participate for the host university). The students can register as teams or be grouped into teams by the L'Oréal local HR Manager or Professors. Students are only allowed to register under one team and under one cycle (standard or Wild card).

Students attending an MBA or a Doctorate programme cannot participate (exception for the Post Graduate courses in India).

Any under-age student must have the consent of his or her parent or legal guardian to accept the Official Rules and participate in L'Oréal Brandstorm.

**Students who have already played the game and reached the National Final cannot participate another time.**

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 students at any stage during the Game and to ask for copies of ID documents and/or student cards from the school or university cited by the student. L'ORÉAL also reserves the right to refuse participation, or to disqualify, at any time during the Game, students (and their teams) who have submitted incorrect or misleading information. Teams will have no recourse against disqualification decisions.

### **3. TEAMS' COMPOSITION**

Once a team has been registered, no modification in its composition will be allowed after the Briefing Days.

In the event that the number of players in a team is reduced to less than 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 teams, as long as there are at least 2 team members continuing the game. The reasons considered as legitimate by L'Oréal are the following: pregnancy, accidents or hospitalization.

### **4. THE COMPETITION FOR BRANDSTORM PARTNER UNIVERSITIES PLAYERS**

#### **a. The schedule**

The start date of the Game will vary from country to country and will be set by the local Human Resources Manager of the L'ORÉAL affiliate located in the participating country (hereafter "the local HR Manager").

The calendar for the Game will be adapted to the local university system (exam periods, holidays, etc.). It will therefore be defined by the local HR Manager. The calendar for the International Finals will be defined by the L'ORÉAL International Human Resources Communication Department.

Nevertheless, in order to be coherent and fair, there will be a minimum of:

- 4 weeks between the Briefing Days and the National Finals
- 4 weeks between the National Finals and the International Finals

As explained in Section 4 The Competition – b. Steps of the Game and in Section 7 Recap of team's material, the teams' presentations, range lay-outs and advertisings must be sent minimum 14 working days before the International Finals to the L'ORÉAL Corporate Strategic Recruitment Department.

The whole period during which students work on the case study should be for a maximum of 8 months.

#### **b. Steps of the Game**

The Game process will consist of 4 stages:

**Step 1:** Registration

**Step 2:** Project Development

**Step 3:** National Finals

**Step 4:** International Finals in Paris



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## Step 1: Online Registration

To register students should log on to the web site [www.brandstorm.loreal.com](http://www.brandstorm.loreal.com).

Depending on the local educational system as well as on the way the Game is played in a country, eligibility to participate in the game may depend on the students' successful participation in a pre-selection process.

The information on the registration process will be communicated to the Brandstorm partner schools and/or universities at least 15 days before the start of the registration period.

## Step 2: Project development

- The case study :

The Case Study will be posted on L'Oréal Brandstorm web site; students can use the international information provided on the web site and supplement it with information on the brand received during the Briefing Days.

The Case Study is defined by the L'ORÉAL International Human Resources Communication Department in collaboration with L'ORÉAL's International Marketing Managers for the concerned brand(s), division or distribution channel.

- The Brandstorm "Path to win" platform :

The "Path to win" platform is owned and managed by CROSSKNOWLEDGE for the sole purpose of the L'Oréal Brandstorm 2016. It will be open from September 2015 to June 2016.

Once the team registration is approved by the local HR Manager on the Brandstorm website, the students will be invited to join the "Path to Win" platform. The Brandstorm "Path to Win" platform is a digital learning platform with social features to support the students at each step of the Brandstorm competition.

Students accumulate points in the "Path to Win" by joining the digital modules and watching the content. These points are independent from the evaluation of the students, and therefore they will not be counted in any way toward the results of the Brandstorm competition. The points earned online through the "Path to Win" platform support the up skilling of the students and their projects by developing their business, marketing and innovation skills, and result in digital awards, including but not limited, to online badges and certificates for LinkedIn.

Any information provided within the platform will be confidential and could only be used in the framework of the L'Oréal Brandstorm 2016.

- Briefing Day:

After campus and wildcard selection, teams can be invited to the local L'ORÉAL headquarter or another venue for 1 or 2 days of extended briefing on the brand(s) and/or distribution channel selected as the topic of the Case Study. Students will meet the top management of the concerned topic. During the Briefing Days students will receive information on the brand and on the marketing challenges.

Participation in the Briefing Days will be subject to the individual signature by the participants on the official rules and on the appropriate local documentation relating to the assignment of intellectual property and image rights, if any. The local HR Manager is responsible for organizing such signatures and the format of the Briefing day.



The Briefing day content and format may vary according to the country where the students are participating.

- Working with the agencies:

The local HR Manager together with the team members will work with a local communication agency of his/her choice in order to develop the communication campaign and to assist the students during the realization of their projects.

The students cannot decide to work with a different agency other than the one chosen by L'ORÉAL.

The chosen communication agency will help the selected students to create the official materials stated below:

For the National Finals:

1. **Communication/Digital Campaign Board:** Portrait or landscape format of the proposed communication campaign (website, social media promotion, e-commerce, in-store promotion, etc.) displayed on one board only

For the International Finals:

1. **Communication/Digital Campaign Board:** Portrait or landscape format of the proposed communication campaign (website, social media promotion, e-commerce, in-store promotion, etc.) displayed on one board only

The board will have to be sent to the International Team (at least 14 working days before the International Finals) who will print them. The board will also have to be included in the students' PPT presentation. The board should be in A3 format, 29,7 x 42cm, vertical or horizontal orientation and .jpeg or .pdf format.

For the National Final: all materials other than that the official materials stated above (videos, posters, distribution layouts, point of sale materials, mood boards, etc...) must be produced by the teams themselves without the help of L'ORÉAL and the communication/design agency in question.

For the International Final: idem. But it is forbidden to present any material supporting the presentations bigger than 60x42cm.

The official materials must not be printed by the teams!

### Step 3: National Finals

Each country will organize a National Final where the teams will present their concepts to a National Jury.

Each team's presentation during the National Finals is limited to a maximum of 20 minutes (15 min full presentation + 5 min questions).

All presentations must be prepared on PowerPoint 2010 in format 16X9. Any additional elements like music, videos, animations, etc, must be inserted into the PowerPoint presentation.

The National Jury will select the winning team. It may also decide to select runners-up.



Coaching for the national winning team before the International Finals: In order to allow the students to optimize their presentation for the International Finals, the HR Manager can arrange a meeting between the national winning team and the Marketing Director / Group Manager or a representative of the concerned brand, division or distribution channel (1 hour maximum).

During the meeting the operational managers can advise the students on the structure and the quality of the presentation. However, no change is allowed on the selected strategy and the creativity between the National and International Finals.

#### Step 4: International Finals

Presentation during the International Finals must be made in English.

The 15-minute presentation and the board must be at the disposal of the Corporate L'Oréal Brandstorm team at the latest 14 working days before the International Finals; any delay will lead to disqualification. No official material can be printed by the teams.

All the PPT presentations must be prepared on PowerPoint 2010 edition in format 16X9. If audios/videos are used and/or made, they must be inserted into the PowerPoint presentation in WMA/WMV format, respectively. Other formats won't be accepted.

The typos and/ or fonts utilized on the PPT presentations should be the same ones from the Power Point 2010 edition catalogue. The International Team is not responsible for installing or downloading any typo and/or font.

Participation in the International Finals will be subject to the individual signature by the participants on documentation relating to the assignment of intellectual property rights and images, if any.

L'ORÉAL and/or its affiliate cannot in any way be held responsible should the National winning team and/or any of its team members be unable to travel to France to participate in the International Finals.

The International Final is divided into two parts:

##### International Semi-Finals:

Each national winning team will make their full presentation, limited to a maximum of 20 minutes (15 min presentation time + 5 min question time), to one of the semi-finals juries. Juries will rank students regarding the judging criteria. Following the semi-finals all teams will be compared and the teams ranked #1, #2 and #3 across all pools will qualify for the International Finals.

##### International Finals:

The selected teams will make their full presentation limited to a maximum 20 minutes (15 min presentation time + 5 min question time), to an Executive Jury, made up of L'ORÉAL Senior Executives and/or external personalities.

If, for any reason, the team ranked #1 in the International Semi-Finals or Final should be disqualified, the team with the next best score will be selected.

##### People Choice Award:



Without the help of any agency, each national winning team will have to post a team self-marketing advertising visual on the official L'Oréal Brandstorm Facebook page, without unveiling details about their Brandstorm concept. The team who gained the most "votes" during the Facebook competition will be awarded during the International final event and will get a prize.

The People Choice Award contest is an animation initiative destined for the winners of the National Finals of Brandstorm 2016, and the contest will be confirmed during the specified year of Brandstorm. The International Brandstorm team reserves the right to cancel the People Choice Award contest at any time.

The dates of the competition will be communicated subsequently in the year of 2016.

The Contest is open only to the winners of the National Finals of the Brandstorm 2016 competition.

The International Brandstorm team reserves the right to disqualify any team from the People Choice Award competition if considered the use of any boosting online tools to increase likes.

#### Best Digital Communication Campaign Award:

An international external L'Oréal brand agency, provider or client will be present during the International Finals and will nominate the Best Communication Campaign.

The agency will choose amongst all the international finalists the team it considers has presented the best digital communication campaign. The agency will judge the teams on the basis of the following criteria: creativity, innovation and originality of the proposed overall communication campaign.

## **5. THE COMPETITION FOR WILD CARD PLAYERS**

### a. The schedule

The start date of the Game will vary from country to country and will be set by the local Human Resources Manager of the L'ORÉAL affiliate located in the participating country (hereafter "the local HR Manager").

### b. Steps of the Game

The Game process will consist of 5 stages:

**Step 1:** Online Registration

**Step 2:** Online Pre-Case Finals

**Step 3:** Briefing Day

**Step 4:** National Finals

**Step 5:** International Finals

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**Step 1: Online registration**



To register students should log on to the web site [www.brandstorm.loreal.com](http://www.brandstorm.loreal.com).

Students have to make a team of 3 and proceed to an online registration, depending on the national calendar and accept the official rules of the game.

### Step 2: Online Pre-Case Finals/Wildcard National selection

Each team will have to upload their video online. The Brandstorm local manager will screen each of the video before they go online.

Online votes will be open online on the official L'Oréal Brandstorm web site and a selection through crowdsourcing (free internet users vote for a single vote during a limited time) and a L'Oréal jury will determine which team goes to the next level of the competition. At this stage, be aware that all teams' project, after being validated by the Brandstorm manager, will be visible by every internet user.

The video should be 10 minutes maximum and L'Oréal reserve the right not to publish any video considered inappropriate, unsuitable, unlawful, or objectionable.

The top 5 most voted videos through the Brandstorm website will then be evaluated by the L'Oréal jury who will elect the Wildcard Pre-Case winner. The winner team will, at this moment, join the rest of the teams and students in the Standard Cycle process, and follow the Steps 3 and 4, being eligible to join the National Finals and compete for a chance to join the International Finals.

### Step 3: Briefing Day

The national wild card winning team may be invited to the local L'Oréal headquarter or another venue for 1 or 2 briefing days, to meet the top management of the division, distribution channel or/and brand, and discover it in depth.

### Step 4: National Finals

Each country will organize a National Final where the teams will present their concepts to a National Jury.

Each team's presentation during the National Finals is limited to a maximum of 20 minutes (15 min full presentation + 5 min questions).

All presentations must be prepared on PowerPoint 2010 in format 16X9. Any additional elements like music, videos, animations, etc, must be inserted into the PowerPoint presentation.

The National Jury will select the winning team. It may also decide to select runners-up.

Coaching for the national winning team before the International Finals: In order to allow the students to optimize their presentation for the International Finals, the HR Manager can arrange a meeting between the national winning team and the Marketing Director / Group Manager or a representative of the concerned brand, division or distribution channel (1 hour maximum).

During the meeting the operational managers can advise the students on the structure and the quality of the presentation. However, no change is allowed on the selected strategy and the creativity between the National and International Finals.





#### Step 4: International Finals

Presentation during the International Finals must be made in English.

The 15-minute presentation and the board must be at the disposal of the Corporate L'Oréal Brandstorm team at the latest 14 working days before the International Finals; any delay will lead to disqualification.

No official material can be printed by the teams.

All the PPT presentations must be prepared on PowerPoint 2010 edition in format 16X9. If audios/videos are used and/or made, they must be inserted into the PowerPoint presentation in WMA/WMV format, respectively. Other formats won't be accepted.

The typos and/ or fonts utilized on the PPT presentations should be the same ones from the Power Point 2010 edition catalogue. The International Team is not responsible for installing or downloading any typo and/or font.

Participation in the International Finals will be subject to the individual signature by the participants on documentation relating to the assignment of intellectual property rights and images, if any.

L'ORÉAL and/or its affiliate cannot in any way be held responsible should the National winning team and/or any of its team members be unable to travel to France to participate in the International Finals.

The International Final is divided into two parts:

##### International Semi-Finals:

Each national winning team will make their full presentation, limited to a maximum of 20 minutes (15 min presentation time + 5 min question time), to one of the semi-finals juries. Juries will rank students regarding the judging criteria. Following the semi-finals all teams will be compared and the teams ranked #1, #2 and #3 across all pools will qualify for the International Finals.

##### International Finals:

The selected teams will make their full presentation limited to a maximum 20 minutes (15 min presentation time + 5 min question time), to an Executive Jury, made up of L'ORÉAL Senior Executives and/or external personalities.

If, for any reason, the team ranked #1 in the International Semi-Finals or Final should be disqualified, the team with the next best score will be selected.

##### People Choice Award:

Without the help of any agency, each national winning team will have to post a team self-marketing advertising visual on the official L'Oréal Brandstorm Facebook page, without unveiling details about their Brandstorm concept. The team who gained the most "votes" during the Facebook competition will be awarded during the International final event and will get a prize.

The People Choice Award contest is an animation initiative destined for the winners of the National Finals of Brandstorm 2016, and the contest will be confirmed during the specified year of Brandstorm. The International Brandstorm team reserves to right to cancel the People Choice Award contest at any time.



The dates of the competition will be communicated subsequently in the year of 2016.

The Contest is open only to the winners of the National Finals of the Brandstorm 2016 competition.

The International Brandstorm team reserves the right to disqualify any team from the People Choice Award competition if considered the use of any boosting online tools to increase likes.

Best Digital Communication Campaign Award:

An international external L'Oréal brand agency, provider or client will be present during the International Finals and will nominate the Best Communication Campaign.

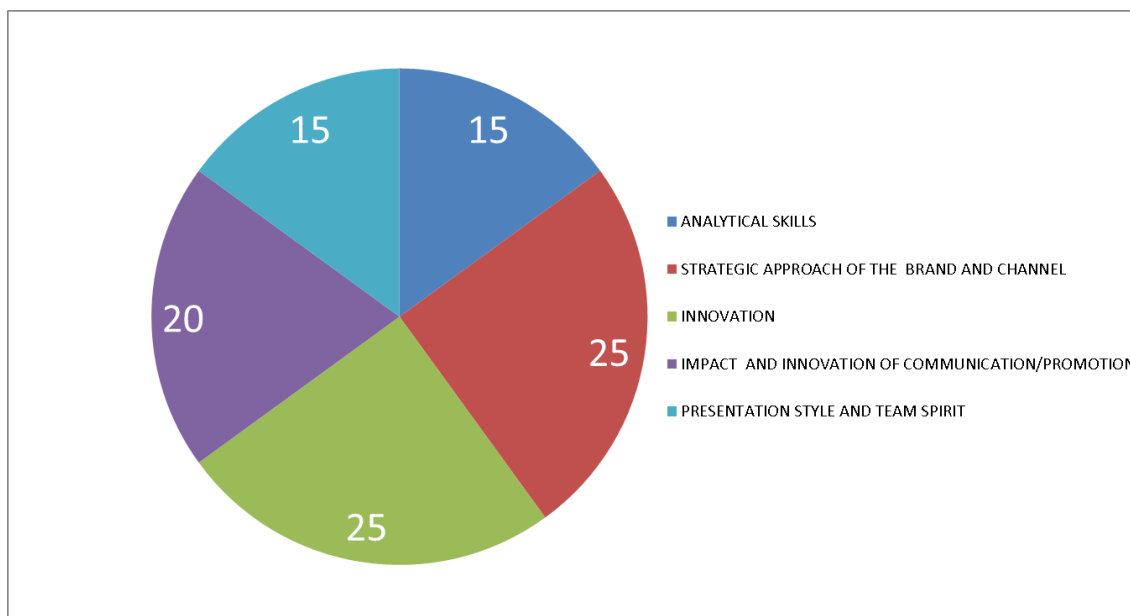
The agency will choose amongst all the international finalists the team it considers has presented the best digital communication campaign. The agency will judge the teams on the basis of the following criteria: creativity, innovation and originality of the proposed overall communication campaign.

**6. JUDGING CRITERIA FOR PARTNER-SCHOOL AND WILDCARD PLAYERS**

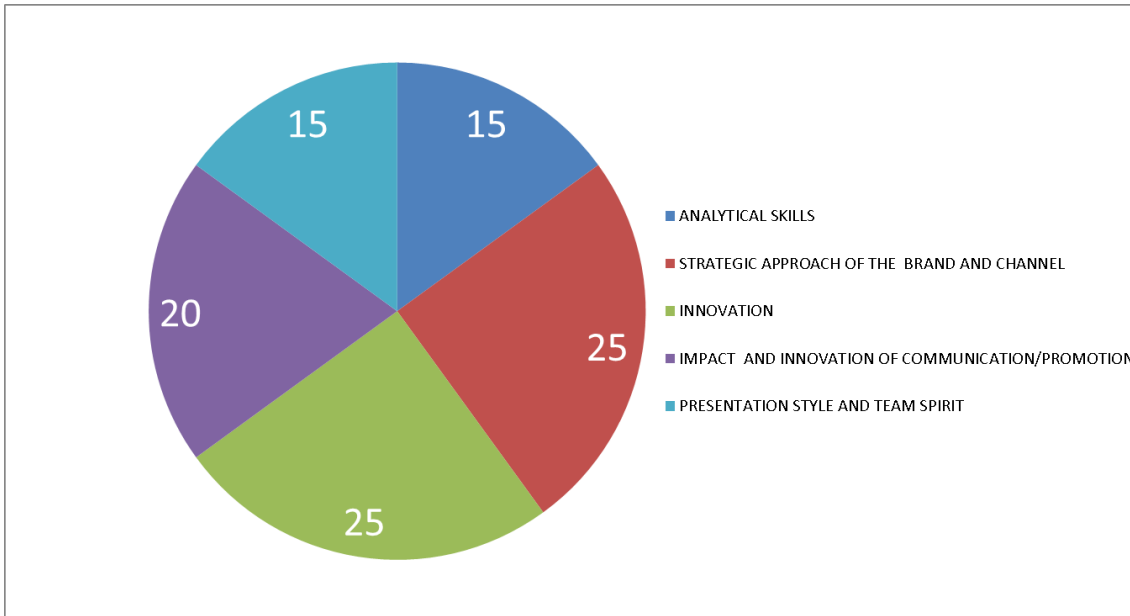
The judging criteria will be established beforehand by the L'ORÉAL International Department.

General judging criteria are:

For the National Finals:



For the International Finals:



The elected judging criteria may vary from year to year. The judging criteria elected for each year of the Game will be placed in the custody of the elected Huissier de justice.

Each criterion will be weighed according to the specific challenges of each Case Study.

### 7. JUDGING CRITERIA FOR WILD CARD PLAYERS

At the Step 2 – Pre- Case Online Finals, Wild card teams will be judged by crowdsourcing and then by a jury made of professionals. Crowdsourcing votes will determine the ranking of the 5 best teams in each country, according to the number of single votes received by each team. Considering this ranking, a jury will choose the best national wild card team which will join the Standard Cycle process and join the next step in the National Finals together with the Standard Cycle teams.

### 8. PRIZES

The following prizes will be awarded, according to definitive team ranking:

#### National Finals:

The local HR Manager will decide on the type, number and value of prizes. The national winning team will be invited to attend the International Finals in Paris. The travelling expenses and the hotel accommodation will be covered by the local HR Manager.

#### International Finals:

**The Best Communication/Digital Campaign Prize:** An international external L’Oréal brand agency, provider or client will award a trophy to the team who wins this prize.

**The People Choice Award** will be awarded to the team who gained the most “votes” during the Facebook-based self-marketing competition and will be awarded during the International final event.



The first prize will be awarded to the winning team. It will consist of a maximum contribution of 10 000€ for the team (tax not included, at the exchange rate applicable at the date of payment) for a trip voucher. Such a trip will be organized by the winning team.

The second prize will be for the team that is ranked 2<sup>nd</sup>. It will consist of a maximum contribution of 5 000€ for the team (tax not included, at the exchange rate applicable at the date of payment) for a trip voucher. Such a trip will be organized by the team members.

The third prize awarded to the team that is ranked 3<sup>rd</sup> will consist of a maximum contribution of 2 500€ for the team (tax not included, at the exchange rate applicable at the date of payment) for a trip voucher. Such a trip will be organized by the team members.

The 3 winning teams should bring back photos from their trip, which will be posted on the L'OREAL Brandstorm Facebook page.

The University of the Winning Team will keep the L'Oréal Brandstorm cup for one year.

In case of a draw, the winning team will be the team who will have scored the highest points under the Innovation criterion. In case of equal number of points, the winning team will be the team who will have scored the highest points under the Analysis criteria. In case of equal number of points, there will be 2 winning teams.

All prizes awarded during the Game must be used by the winners within 1 year as of the National or International Finals, when the prizes are announced. Upon expiry of the 1-year period, the prizes will no longer be usable and the teams and/or team member cannot in any way claim compensation in cash and/or in kind should they not have used the prize in the aforementioned time period. Should the prize consist of a trip, all members of a winning team must travel together, except in case of force majeure, prohibiting a team member from participating in the trip.

Prizes cannot be exchanged nor will cash alternatives be offered. L'ORÉAL reserves the right to substitute prizes of equal value in the event of prize unavailability.

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 Game.

## **9. RECAP OF TEAMS' MATERIAL**

### **FOR STANDARD CYCLE AND WILDCARD TEAMS**

#### For the National Finals:

- 15-minute PPT presentation in 16X9 format
- One board with the layout of the images of the Communication/Digital Campaign Board: Portrait or landscape format of the proposed communication campaign (website, social media promotion, e-commerce, in-store promotion, etc.) displayed on one board only

#### For the International Semi-Finals and Finals:

To be sent to the L'ORÉAL International Human Resources Communication at least 14 working days before the International Semi-Finals and Finals:



- 15-minute PPT presentation (PowerPoint 2010) in 16X9 format – if audio/video are included, WMA/WMV format only
- **Communication/Digital Campaign Board:** Portrait or landscape format of the proposed communication campaign (website, social media promotion, e-commerce, in-store promotion, etc.) displayed on one board only

The board will have to be sent to the L'Oréal Brandstorm International Team (at least 14 working days before the International Finals) who will print it.

To be brought by the teams (nothing will be sent the L'ORÉAL International Human Resources Communication Department before the International Semi-Finals and Finals):

- other materials (maximum size of each: 60x42cm)

Computer hardware for presentations:

For the national finals, for the semi-final and for the international finals, L'Oréal will provide all the necessary computer hardware. The teams are thus not allowed to bring their own computer hardware for their presentations.

Presentation displays for the International Finals:

For the International Finals in Paris, the students will know in advance what they will be able to use as presentation displays (boards, laser-pointer, presentation remote control, microphones, etc.) in the presentation rooms. They must only use resources specifically provided and allowed by the L'OREAL International Team and may not ask for any modification.

#### FOR WILD CARD PLAYERS

For the National Wild Card selection teams will submit online a 10-minute maximum video. The video will be first uploaded on a video platform (such as Youtube and Youku) before embedding the video in the official L'Oréal Brandstorm web site. The Youtube/Youku link will have to be given to the local Brandstorm Manager.

## II. **ADDITIONAL RULES**

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### 1. **Registration form**

When completing the official registration form, the teams will be asked to accept the Official Rules. Failure to accept the Official Rules will prohibit the completion of the official registration forms. Acceptance by the team member having personally completed the official registration form on behalf of the team will be deemed to constitute acceptance by the other members of the team. Participation in the Game 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.



## **2. Personal information**

In accordance with the provisions of Act No. 78-17 of January 6, 1978 as amended, the personal data collected through this form shall be processed solely by L'Oréal for purposes of registration to the L'ORÉAL International Human Resources Communication Department, and registration in its recruitment database.

Only the persons authorized by L'Oréal can access your data solely for its Recruitment Service. In accordance with the provisions of Act No. 78-17 of January 6, 1978 as amended, the team members have a right to access, correction, objection and deletion for the data that relates to them. To exercise this right, it suffices to send us an e-mail with proof of your identity to the following address: [brandstormhotline@loreal.com](mailto:brandstormhotline@loreal.com)

## **3. Participation and internships**

At any stage of the Game players can be recruited for an internship in a Division of the L'OREAL Group which does not deal with the brand focused on by L'Oréal Brandstorm for that year.

At any time during the Game, players cannot be employees, trainees and/or interns of the teams of L'ORÉAL or of any of its affiliates assigned to the brand(s) which is/are the basis of the Case Study and/or employees, trainees and/or interns of the associated communication/design agency's teams assigned to the brand(s) which are the basis of the Case Study during the same aforementioned period.

Students who did an internship in the Department of the brand concerned by the case study during the 2 years preceding the Game cannot participate in the current edition.

Participation in the Game 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.

## **4. The Path to Win platform**

### **4.1 Ownership of site**

1. The website [www.crossknowledge.com](http://www.crossknowledge.com) and its translated versions are the sole and exclusive property of the company E-LEARNING S.A., officially registered as a company at Nanterre RCS under number B 429 782 006, whose head office is at 4 rue du Port aux Vins, 92150 Suresnes, France.

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1.2. All data of any kind whatsoever, and in particular the texts, graphics, logos, icons, images, audio or video clips, trademarks, software packages and characteristics of the CrossKnowledge site shown on the site and its versions, are protected by copyright, trademark rights and all other intellectual property rights, and belong to the company E-LEARNING S.A. or to third parties that have authorised E-LEARNING S.A. to exploit them.

1.3. Under these conditions, the User undertakes not to reproduce, summarise, modify, alter or re-circulate, without the prior express consent of the Publisher, any text, title, application, software package, logo, image, video, graph, trademark, information or illustration for anything other than strictly private use. All other forms of representation (e.g. for professional or commercial purposes or mass reproduction) without prior express authorisation shall constitute an act of counterfeiting.



1.4. Similarly, the User undertakes not to copy part or all of the Site onto any other site and/or onto an internal business network. The User undertakes in particular not to extract the Site as a whole, or any part of it, for the purpose of importing and storing the contents and the database.

1.5. Any creation of a hypertext link from a website to this Site must be given prior express authorisation from the company E-LEARNING S.A. E-LEARNING S.A. may withdraw this authorisation at any moment without the requirement of justifying the decision to withdraw.

Third party sites are not under the control of E-LEARNING S.A., which is not responsible for the content of these sites, the links that they contain or any changes or updates made to them.

E-LEARNING S.A. supplies these links for convenience or information, and the inclusion of any link does not imply that E-LEARNING has endorsed the site beforehand.

The risks linked to the use of these sites therefore rest wholly on the User, who shall comply with their conditions of use.

## **4.2 Access and availability**

1. Access to the Site is free and guaranteed to be continuous and permanent, except in cases of force majeure or events outside the control of E-LEARNING S.A., and subject to any technical breakdowns or interventions, maintenance works or updates essential for the Site to function properly.

2. E-LEARNING, and all third parties involved in creating the Site, do not give any explicit or implicit guarantee, or assume any responsibility, in relation to use of the Site. In this regard, they cannot be liable to pay any User or other party for direct, indirect, special, specific or accessory damages arising from the use of this Site or of another site connected by a hyperlink.

## **4.3 Confidentiality, personal data and Site content**

1. In accordance with the provisions of French Law No. 78-17 dated 6 January 1978, concerning computers, files and liberties, the Site has been included in a declaration to the CNIL (French Data Protection Authority). E-LEARNING S.A. respects the liberty of all individuals visiting the site. This clause 3 describes the information that E-LEARNING S.A. is likely to obtain and the use that will be made of that information.

2. The User acknowledges that personal information (that is, surnames, first names, address, telephone number, e-mail address, etc.) that the User sends may be processed and stored in a database. The User is informed that, in accordance with the provisions of the Law of 6 January 1978, he or she has right of access to this data, as well as the right to modify, correct and delete the said data.

To exercise this right, the User simply needs to send a written application. Users have the right to oppose (Article 26 of the law), access (Articles 34-38 of the law) and correct (Article 36 of the law) data that concerns them. The User can thus require correction, expansion, clarification, updating or deletion of personal information if the said information is inaccurate, incomplete, ambiguous or out of date, or if the collection, use, communication or preservation of the information is prohibited.

To do this, the User should contact the Webmaster using the contact form available on the portal. Click on CONTACT US and send the request using the "Your message" space.

The User may also send a written request to the following postal address:



E-LEARNING S.A. – CROSSKNOWLEDGE

4 rue du Port aux vins

92150 Suresnes

France

+33.1.41.38.14.99

3. Nominative and non-nominative personal data relating to Users and collected via the Site, and all future data, are intended only for exclusive use by E-LEARNING S.A. in the context of the application of the services offered to Users on the Site, and will not be communicated or transferred to any third party other than the technical service providers responsible for managing the Site, who are also required to respect the confidentiality of the data and use it only for the specific operation in relation to which they have to intervene.

In addition, the non-nominative information relating to the type of Internet Browser used by the User, the system used by the computer, and the name of the domain via which the User accesses our Site, are data that we may place directly on the hard disk in the form of a "cookie" whenever the Site is visited.

A "cookie" does not allow us to identify the User. However, it records information relating to their computer's browsing on the Site (pages consulted, time and date of consultation etc). The period for which this data is stored on the User's computer shall not exceed seven months. Cookies allow the editor to offer a website or tailor-made advertisements that meet the expectations and preferences of the User. Internet browsing programmes will let you erase the cookies from the hard disk, block them completely or receive a warning before the cookie in question is planted.

4. User data is also used to strengthen and personalise communication with Users, especially via information letters that E-LEARNING S.A. may set up and to which Users may subscribe.

5. Any User of the Site acknowledges that all the information and know-how provided within the Site is strictly confidential and could only be used in the framework of the L'Oréal Brandstorm 2016, and fall under the confidentiality obligation provided by article 9 of these Rules.

#### **4.4 Dissemination and publication of content on Website**

1. While using the Website, the User agrees:

- a. not to upload viruses or other harmful code,
- b. not to 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.

2. By using the Website, the User declares:

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

E-LEARNING reserves the right to delete any content it suspects of being counterfeit, without notice and at its own discretion.





3. E-LEARNING S.A. does not guarantee the exhaustiveness, truth, exactitude or reliability of content and messages published via its Website.

Neither shall E-LEARNING be deemed to approve of any opinions expressed via its Website.

Under no circumstances shall E-LEARNING S.A. be held responsible in any way for content published on its Website, including, but not limited to, errors or omissions in content, or any loss or damage of any kind resulting from use of content displayed, sent by e-mail or other means, or otherwise made available via the Website or circulated elsewhere.

The User acknowledges that he or she is solely responsible for any content he or she creates, sends or displays when using the Website. The User assumes full responsibility for his or her actions in this regard (including any loss or prejudice suffered by E-LEARNING S.A.)

4. The User shall be deemed to accept the present terms:

- a. either when he or she indicates such acceptance by a mouse click, where such an option is offered on the Website's User interface
- b. or by simply using the Website. In this case, the User acknowledges and accepts that such use shall be considered by E-LEARNING S.A. to indicate full acceptance of the present terms.

#### **4.5. Miscellaneous**

1. The CrossKnowledge.com site and its translated versions, as well as its structure and the services it provides, may be altered and updated without notice.
2. E-LEARNING S.A. reserves the right to alter the present terms unilaterally. Any new clauses shall govern all future relations between the Parties, and only the latest online version shall be binding between them.
3. If one of the provisions of these present conditions is considered void in accordance with a legal or regulatory provision, either present or future, or in accordance with a court decision carrying the authority of a thing judged and issued by a court or competent body, the said provision shall be considered unwritten, while all the other provisions of these present conditions shall remain obligatory between the Parties.
4. These terms of use are governed by French law, both for substantive rules and for formative rules.
5. In the event of a dispute, the parties agree to seek a private resolution before calling on the competent French jurisdiction.

#### **5. Involvement of the L'Oréal staff**

The local HR Manager is responsible for the organization of the Game up to and including the National Finals. He/she will be the direct contact person and information provider for the students and/or the teams.

The students cannot contact directly the International Brandstorm Team.

The students cannot have any contact whether directly or indirectly with operational managers of L'ORÉAL and/or its affiliates who are assigned to the 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 and/or International Finals. 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 Finals.

#### **6. Involvement of the Media**

Students 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.

#### **7. Involvement of professors, school staff, universities**

The support of professors and/or university staff and/or school must be limited to general information relating to Marketing (Marketing Theory) and must not relate to the Case Study itself. Unauthorized or excessive assistance will lead to team disqualification. Professors or university and/or school staff can be represented on the jury for the National Finals and/or for the International Finals.

#### **8. 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. 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 Game.

#### **9. Confidentiality obligation**

In the course of participating in the Game, especially when having access to any content provided within the "Path to win" 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 (together 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 Game, for whatever reason, until such time as the object of such obligation ceases to exist.

#### **10. Rights of reproduction**

The Game is organized by the L'ORÉAL International Human Resources Communication Department and is exclusively designed for an exchange with the student world. Any likeness and/or similarity between the projects presented by the students and any development of L'ORÉAL products and services would be fortuitous. 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 Game cannot be considered as being able to give rise to any concrete development. In the event where the items submitted to L'ORÉAL by candidates for L'Oréal Brandstorm in the context of their participation in the Game give rise to any intellectual property rights, the candidates 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 media including those which are unknown on the



date of the Game, for all purposes (including commercial, promotional and advertising) for the legal duration of the intellectual property right, with effect world-wide effect, without any limitation on number.

The assignment of rights is granted and accepted without payment of any gratuities being due.

By registering, the participants agree to grant to L'ORÉAL the right to use and publish his or her name, portrait, picture for advertising and promotional purposes without additional consideration, world-wide and on the World Wide Web without limitation of time. L'ORÉAL may also publish in any media any results of L'ORÉAL Brandstorm for a reasonable duration.

## **10. Claims**

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

Any disputes, questions and/or claims relating to the Game up to and including the International Finals, must be received at the latest within 15 days of the date at which the winning team of the International Final 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 1 month of receipt. The committee will be made up of a member of the concerned National/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 and no player shall have any further right to recourse or to appeal.

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

## **11. Miscellaneous**

The original rules of this Game, in the custody of Maître Wapler, Notary public in Paris, 45 quai de la Seine, 75019 PARIS, will be the sole valid set of rules.

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

L'ORÉAL reserves the right to shorten, modify, or cancel the Game, 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 website, incorrect e-mail addresses, or connection problems related to the Game.



Teams will not be reimbursed for materials or resources used in the preparation of their presentation, for expenses related to trips to L'ORÉAL (for Briefing Days and the National Finals) or to the associated communication agency.