CLUB PRIVILEGE' TERMS AND CONDITIONS

These Terms and Conditions ("**Terms**") set out the terms and conditions which govern the Kérastase Club Privilege ("**Club Privilege**"), an exclusive loyalty programme offered to Kérastase's salon customers through L'Oréal Partner Shop ("**LPS**").

References to 'you' or 'your' mean you as a member of Club Privilege. References to 'we', 'us', 'our' or 'Kérastase' are to the provider of Kérastase Club Privilege, which is L'Oréal (U.K.) Limited, acting through its Kérastase trading division. We are registered in England and Wales under company number 271555 and we have our registered office at Gateway Central, 187 Wood Lane, London, W12 7SA.

The Terms supplement our Website Terms and Conditions, General Terms of Sale and our Privacy Policy.

DEFINITIONS

- "**Programme Year**" means each calendar year in which Club Privilege is offered by Kérastase.
- "**Renewal" and "Renewal Notice**" have the meaning given in the section *Automatic Renewal*.
- **"Renewal Date**" means 1 January of the next Programme Year and is the date by which you need to leave Club Privilege if you do not want your enrolment to renew automatically for a new Programme Year.

WHAT IS CLUB PRIVILEGE?

By joining Club Privilege you commit to ordering, and paying for, a prescribed number and type of Kérastase products (as determined by Kérastase and with each product being a "**Buy-In SKU**"). You will do this at up to four stages (each, a "**Moment**") throughout each Programme Year for which you are enrolled. In return you will receive a number of complimentary Kérastase products / gifts with purchase / samples with your delivery (as determined by Kérastase and with the complimentary products being the "**Club Privilege Products**").

Your enrolment will renew automatically for each subsequent Programme Year unless you leave Club Privilege in accordance with the section *Leaving Club Privilege* before the Renewal Date.

The cost of each Buy-In SKU will be the same as that shown on LPS 15 business days prior to the delivery date. You will be invoiced the total amount of all Buy-In SKUs in the usual manner on delivery of all items in the Moment.

ELIGIBILITY

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Club Privilege is open to all salon customers who are registered with an account on LPS, and who have entered into a selective distribution agreement in respect of Kérastase products at the time of joining ("**Kérastase Customers**"). For avoidance of doubt, you do not need to join Club Privilege to purchase Kérastase products (or any other brand products available on LPS).

If you became a Kérastase Customer before 1 January of a Programme Year, you may enrol for that Programme Year at any time before the 1 January of that Programme Year. If you enrol prior to 1 January, you will commit to ordering, and paying for all Buy-In SKUs, and receive all Moments for that Programme Year (subject to your rights to leave Club Privilege under these Terms).

If you became a Kérastase Customer on or after 1 January of a Programme Year, you may enrol at any time during the Programme Year, however you will only commit to ordering and paying for those Buy-In SKUs for the Moments due to be sent out more than 2 weeks after the date you enrol in Club Privilege. For example, if you enrol in Club Privilege on 15 March, you will not receive Moment 1 or Moment 2 and will only receive Moments 3 and 4 of the relevant Programme Year (example is for illustrative purposes only).

Membership in Club Privilege and its benefits are offered at the discretion of Kérastase. By enrolling in Club Privilege, you hereby agree to abide by these Terms, and confirm that you meet the eligibility requirements set out herein.

GENERAL

Promotional materials relating to Club Privilege, including all information on how to enrol in Club Privilege, form part of these Terms. In the event of any conflict between promotional materials and these Terms, these Terms take precedence.

We may take any action we deem appropriate in our sole discretion, including closing or suspending your Club Privilege enrolment if we have reasonable grounds to believe you have breached these Terms, are abusing Club Privilege in any way, or could bring us into disrepute.

We may, in our absolute discretion, amend or waive any of these Terms, or suspend or cancel Club Privilege at any stage, in the event of circumstances that are unforeseen or beyond our reasonable control (including suspected or actual fraudulent or misleading practices or other breaches of these Terms). We will act reasonably and give you as much notice as is practicable. Except where it is not reasonably possible, we will not change the Buy-In SKUs or Moment dates for a Programme Year after the Renewal Date. Where we cancel a Moment, you will not be invoiced for it.

Nothing in these terms limits your right to leave Club Privilege as set out below.

Liability: Kérastase will not be liable to you, for any damage, loss, liabilities, injury or disappointment incurred or suffered whatsoever as a result of or relating to your

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participation in Club Privilege, except where such loss is caused by our material breach of these Terms. Notwithstanding the above, nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited by law.

HOW TO JOIN CLUB PRIVILEGE

You may join Club Privilege online as follows:

1. Complete the Club Privilege sign up form using your L'Oréal Partner Shop (LPS) credentials. This includes reviewing and accepting these Terms.
2. Tick the box confirming that you understand and agree that your enrolment will renew automatically each year unless you leave Club Privilege before the Renewal Date.
3. Once we have received your consent to these Terms, you will be officially enrolled into Club Privilege and will receive an email confirming your enrolment.
4. We already hold your full name, email address and salon address (and any other relevant details) due to your registration on LPS and, by enrolling in Club Privilege, you agree that those details may also be used for the purposes of Club Privilege. Any personal information you share with us will be kept secure and only used in line with our Privacy Policy and these Terms. We may contact you by email, post, phone, SMS or other means about Club Privilege, but will not send you any marketing communications unless you have also agreed to this, or we have another lawful basis for the communication. Renewal Notices and reminders are service communications, not marketing.
5. By joining Club Privilege you agree that, unless you leave in accordance with these Terms, your membership will automatically renew for each subsequent Programme Year in accordance with these Terms. You will be told about each Renewal in advance and you can leave Club Privilege free of charge at any time before the Renewal Date. You are not committed to the Buy-In SKUs for a new Programme Year until the Renewal Date has passed.

HOW CLUB PRIVILEGE WORKS

On enrolment in Club Privilege, you will automatically receive, without any further action, the Moments (i.e. Buy-In SKUs and Club Privilege Products) due to be delivered after your enrolment date (see *Eligibility* section above).

We bear no responsibility for delays caused by extenuating circumstances, including third party carrier delays.

Details of the Buy-In SKUs, including the total quantity of the Buy-In SKUs, and the accompanying Club Privilege Products for each Moment, will be provided to you separately via email before you first sign up and in each Renewal Notice.

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You will be invoiced automatically for the total cost of all Buy-in SKU's comprising the relevant Moment on delivery of the Buy-In SKU's and Club Privilege Products comprising that Moment. The cost of each Buy-In SKU will be as per the cost of the Buy-In SKU shown on LPS as at the date 15 business days prior to delivery date of the relevant Moment. You are able to view relevant Buy-In SKUs and Club Privilege Products comprising each Moment and the cost of the Buy-In SKU on LPS at any time. For the avoidance of doubt, no membership or loyalty fee will be charged in addition to the Buy-In SKUs' total cost, and the Club Privilege Products are complimentary for Club Privilege members. You may pay each invoice in the usual manner through LPS (through the E-billing portal).

We may offer you additional benefits from time to time, including exclusive educational resources, workshops and training sessions at no additional cost.

We may change the Buy-In SKUs, Club Privilege Products, Moment dates and structure of Club Privilege for each Programme Year. Any changes will be set out in the Renewal Notice. If you do not agree with them, you may leave Club Privilege in accordance with these Terms.

AUTOMATIC RENEWAL

Unless you leave Club Privilege as described in these Terms, your enrolment will continue automatically into the next Programme Year (a "**Renewal**"). Renewal applies only to Kérastase Customers who are still eligible under these Terms on the date of Renewal.

Renewal Notice: At least 45 days before the start of each new Programme Year, we will email you at the address linked to your LPS account (the "**Renewal Notice**"). The Renewal Notice will state: (a) that your enrolment will renew automatically unless you leave Club Privilege by Renewal Date; (b) the Programme Year to which the Renewal relates; (c) the Moments, their expected delivery dates, the Buy-In SKUs and Club Privilege Products for the new Programme Year; and (d) a reminder on how to leave Club Privilege.

You may leave Club Privilege free of charge at any time through your Club Privilege online account (accessible through your LPS account) as described below in section *Leaving Club Privilege*.

If you leave before the Renewal Date, you will not be enrolled for the new Programme Year and you will not receive or have to pay for any Buy-In SKUs for that year.

If you do not leave Club Privilege by the Renewal Date, you will be enrolled for the new Programme Year. You will be committed to ordering and paying for the Buy-In SKUs for each Moment in that year, subject to your right to leave under *Leaving Club Privilege*.

We may end or change automatic renewal, or Club Privilege itself, for future Programme Years by giving you at least 30 days' notice by email. If we do, you will not be renewed automatically.

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LEAVING CLUB PRIVILEGE

If you wish to leave Club Privilege you may disenroll at any time; however, you must disenroll before the Renewal Date to avoid your membership renewing for the next Programme Year or at least 15 business days before the anticipated delivery date of a Moment in order for you to not receive, or be invoiced for, that and any future Moments.

You can leave Club Privilege by following the 'Leave Club Privilege' link which will be included in each email you receive from us in relation to Club Privilege (such as Renewal Notices and reminders before each Moment). To leave, click 'Leave Club Privilege', submit your account number and confirm that you wish to leave. Leaving Club Privilege means you will not receive any further Buy-In SKUs or Club Privilege Products for the rest of the Programme Year during which you left (provided you have disenrolled within the requisite period) and will also end automatic renewal.

It is not possible to skip a Moment. If you elect to leave Club Privilege you may re-enrol for a future Programme Year. You will not be able to re-join during the same Programme Year that you left in.

We will send an email reminder 1 month before each Moment ships to remind you of the Buy-In SKUs and Club Privilege Products you will receive in the next Moment.

GOVERNING LAW AND JURISDICTION

Kérastase and each member of Club Privilege irrevocably submit to the exclusive jurisdiction of the courts of England in respect of any dispute or claim arising from Club Privilege, the rewards or other member benefits from or relating to Club Privilege, these Terms or a member's participation in Club Privilege.

Club Privilege, and these Terms will be governed by and construed in accordance with the laws of England and Wales.

CONTACT

If you have questions about your enrolment in Club Privilege or these Terms, please contact Customer Care at Contact Us Form or call us on 0800 0304 034 between 9am – 5pm, Monday – Friday.

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