

## **L'OREAL HONG KONG LIMITED**

### **WEBSITE TERMS AND CONDITIONS**

#### **IMPORTANT**

Thank you for accessing this <http://www.skinceuticals.com.hk> (the "Website"). Please read these terms and conditions (the "Terms") before using the Website which is operated by L'Oréal Hong Kong Limited of 35/F., Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong ("L'Oréal "). By using the Website, you signify your acceptance of the Terms in consideration of which L'Oréal provides you with access. From time to time L'Oréal may modify the Terms. Accordingly, please continue to review the Terms whenever accessing or using the Website. Your use of the website following any such change constitutes your agreement to follow and be bound by the terms as changed. If at any time you do not wish to accept the Terms, you may not use the Website.

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The Website and the Content are provided "as is" excluding any warranties of any kind, either express or implied, to the fullest extent permissible pursuant to applicable law including the exclusion of warranties of title, merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of proprietary or third party rights. L'Oréal further accepts no responsibility or liability for functions contained on the Website and makes no warranties that the Website will operate uninterrupted or error-free or that defects will be corrected. Please note that some jurisdictions do not allow the exclusion of implied warranties, so some or all of the above exclusions may not apply to you.

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L'Oréal shall not be held responsible for Content provided by third parties. L'Oréal is also not responsible for the reliability or continued availability of the telephone lines and equipment you use to access the website.

These Terms do not affect your statutory rights or your legal rights as a consumer.

### **LIMITATION OF LIABILITY**

You acknowledge that your use of the Website, including the Content is at your own risk. If you are dissatisfied with the Website, the Terms or any or the Content your sole remedy is to discontinue use of the Website.

Save in respect of fraud and of personal injury or death to the extent it results from L'Oréal's negligence, in no event will L'Oréal be liable to you or any third party for any direct, special, indirect, consequential or incidental damages, exemplary or lost profits, or any other damages of any kind whether based on warranty, contract, tort (including negligence) or otherwise, even if L'Oréal has been advised of the possibility thereof, arising from your use of the website. Applicable law may not allow the limitation or exclusion of liability for consequential or incidental damages, so this limitation or exclusion may not apply to you.

### **CHANGES TO THE WEBSITE**

You accept that L'Oréal has the right to change the content or technical specifications of any aspect of the Website at any time at L'Oréal's sole discretion. You further accept that such changes may result in your being unable to access the website.

## **INDEMNITY**

You agree to indemnify, defend, and hold harmless each of L'Oréal , its employees, representatives and agents, from and against any claims, actions, demands or other proceedings brought against any of L'Oréal , its employees, representatives or agents, by a third party, to the extent that such claim, suit, action or other proceeding brought against L'Oréal , its employees, representatives, suppliers, or agents is based on or arises in connection with:

- (a) your use of the Website;
- (b) any breach by you of the Terms;
- (c) a claim that any use of the Website by you:
  - (i) infringes any intellectual property rights of any third party, or any right of personality or publicity, or
  - (ii) is libellous or defamatory, or otherwise results in injury or damage to any third party;
- (d) any deletions, additions, insertions, or alterations to, or any unauthorised use of, the Website by you; or
- (e) any misrepresentation or breach of representation or warranty made by you contained herein.

References in this section of the Terms to your use of the Website shall be deemed to include any use by a third party where such a third party accesses the Website using your computer. You agree to pay L'Oréal , its employees, representatives, and agents any and all costs, damages, and expenses (including reasonable legal fees) awarded against any of them or otherwise incurred by any of them in connection with or arising from any such third party claim, suit, action or proceeding attributable to any such third party claim.

## **TRANSMISSION AND FEEDBACK OF INFORMATION**

Any information you transmit through this Website is subject to L'Oréal's privacy policy and remains L'Oréal's property. You are prohibited from transmitting to or from this Website any unlawful, threatening, libellous, defamatory, obscene, inflammatory or pornographic material or other material that could give rise to any civil or criminal liability under law.

You agree that L'Oréal may use and/or disclose information about your demographics and use of the Website in a manner that does not reveal your identity.

## **LOCAL LAWS AND REGULATIONS**

The Website is not directed at any person in any jurisdiction where for any reason the publication or availability of the Website is prohibited. Those in respect of whom such prohibitions apply must not access the Website.

L'Oréal does not represent that either the Website or the Content are appropriate for use or permitted by local laws in all jurisdictions. Those who access the Website do so on their own initiative and are responsible for compliance with applicable local laws or regulations; legal advice should be sought in cases of doubt.

## **TERMINATION**

Either you or L'Oréal may terminate these terms with or without cause at any time. If L'Oréal terminates these terms, L'Oréal will email you at the address you provide on registration, and you will be deemed to have received it within one hour of transmission. Termination will be effective at that time. You will be responsible for notifying us of any changes to your email address. You may terminate by unsubscribing here. On termination you shall destroy all Content, and copies thereof, obtained from the website.

## **SEVERANCE AND WAIVER**

If any provision of this Agreement is found to be invalid by any court having jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a continuing waiver of such term or any other term.

### **THIRD PARTY RIGHTS**

Nothing in this Agreement is intended to confer on any third party (whether referred to in this Agreement by name, class, description or otherwise) any benefit or any right (under the Contracts (Rights of Third Parties) Ordinance or otherwise) to enforce any provision of this Agreement or any agreement entered into in connection with it.

### **ENTIRE AGREEMENT**

Except as provided herein, these terms and conditions are the entire agreement between us and supersede any prior understanding or agreements (written or oral). Nothing in this clause will operate to limit or exclude either party's liability for fraud.

### **GOVERNING LAW AND JURISDICTION**

The Terms are governed by the laws of Hong Kong and the parties submit to the exclusive jurisdiction of the courts of Hong Kong.

### **DATAWORDS**

We may make available on this Site a space, powered by Datawords Hong Kong Limited ("Datawords") dedicated to user content, such as for example text, photos, videos, etc. ("User Content"). Where you upload User Content to our site, or respond to our request to use User Content you have already posted to social media with #SkinCeuticals you agree to our #SkinCeuticals terms and conditions.

We do not endorse or control the User Content transmitted or posted on the Site and therefore, we do not guarantee the accuracy, integrity or quality of User Content. You understand that by using the Site, you may be exposed to User Content that is offensive, indecent or objectionable to you. Under no circumstances will we be liable in any way for any User Content, including, without limitation, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred by you as a result of the use of any User Content transmitted, uploaded, posted, e-mailed or otherwise made available via the Site.

We have the right to remove any User Content if, in our opinion, such material does not comply with these Terms of Use including if the content is illegal and/or contrary to the accepted standards of morality and/or infringes the rights of third parties.

Please inform us of any User Content which appears contrary to applicable legislation in force and/or to accepted standards of morality and/or the principles set forth herein and/or which infringes the rights of others, at the following address

[Skinceuticals.CORPHK@loreal.com](mailto:Skinceuticals.CORPHK@loreal.com).