PRO.CONNECT Membership Program 2027 Terms and Conditions (“Terms”)

ACCEPTANCE

PRO.CONNECT is a salon membership program for L’Oréal Professionnel, Redken 5th Avenue NYC and Matrix (“Program”) managed and conducted by L’Oréal for the benefit of its customers (“Customer” or “you”). You opt into the Program upon signing up for membership with your Business Consultant (“Commencement Date”).

By opting into the Program, you agree to these Terms and L’Oréal’s Privacy Policy (defined below). Please read these Terms and our Privacy Policy carefully before you participate in the Program. If you do not agree to be bound by these Terms or L’Oréal’s Privacy Policy, please do not participate in the Program.

ELIGIBILITY

Participation in the Program is open to Customers who, on the Commencement Date:

(a) stock at least one L’Oréal Professionnel, Redken or Matrix permanent colour range product;
(b) stock at least one L’Oréal Professionnel, Redken or Matrix semi-permanent colour range product;
(d) in the immediately preceding 12-month period, have an annual spend for L’Oréal Professionnel, Redken or Matrix products of **$7,500 or more** (collectively the “Eligibility Criteria”).

By opting into the Program, you warrant, represent and agree that you fulfill the Eligibility Criteria.

MEMBERSHIP

If you fulfill the Eligibility Criteria and opt into the Program, one person within your salon (being the person whose name appears in the account details) will be eligible to participate in the Program.

Membership in the Program is non-transferable and is subject to present and future terms and conditions.

L’Oréal may, in its absolute discretion, agree to create an account for you to access the details of your membership activity via https://www.lorealaccess.com (“Website”). It is your responsibility to keep your account details confidential and you are liable for all activity on your account.

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MEMBERSHIP FEE

In consideration of your membership in the Program, you agree to pay us the **2027 annual membership fee** and any other amount payable to L'Oréal under this agreement.

The Membership Fee is non-refundable.

If any payment has not been made in accordance with these Terms, L'Oréal may, in its absolute discretion, immediately cease your membership in the Program and/or charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 8% per annum, calculated daily and compounding monthly.

CLAIMING BENEFITS

Benefits available for redemption are subject to change and may be subject to specific offer terms and conditions (including expiry dates and redemption conditions, e.g. time limits or limit in quantities).

You agree that:

(a) Benefits have no cash value and cannot be redeemed for cash at any time, except where required by law;
(b) all Benefits are subject to availability. L'Oréal is not liable for any Benefits not being available for any reason;
(c) the redemption of a Benefit cannot be combined with any other offer/s;
(d) L'Oréal may refuse to provide Benefits, in its sole discretion, where L'Oréal has reasonable grounds to suspect that you acted fraudulently or abused the Program;
(e) L'Oréal may refuse to provide Benefits, in its sole discretion, if you do not meet the Eligibility Criteria within any immediately preceding 12-month period during your membership in the Program; and
(f) L'Oréal may refuse to provide Benefits, in its sole discretion, if you breach your trading terms with L'Oréal.

Despite anything to the contrary, to the maximum extent permitted by law, you agree that:

(a) L'Oréal will not be liable and you waive and release L'Oréal from any Liability (defined below) suffered as a result of, or connected with, L'Oréal withholding or cancelling the Benefits in accordance with these Terms; and
(b) your exclusive remedy in the event of issues related to this Program, administration of the Program, Benefits or any other rewards, will be limited to another comparable benefit as determined by L'Oréal, in its sole discretion.

WEBSITE

L'Oréal's Program and the Website are each provided to you only for your personal use. Any unauthorised use of the Program or the Website (if applicable) (including without limitation,

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any commercial use not expressly permitted in the Terms, such as reselling any information to third parties) is expressly prohibited. You are solely responsible for all acts or omissions that occur under your account, username and password.

As a condition of use, you hereby promise that you will not use the Website or the Program for any purpose that is unlawful or prohibited by these Terms or any other agreement, or any other purpose not reasonably intended by L'Oréal. You agree to abide by all applicable local, state, national and international laws, regulations and rules.

CHANGE OF DETAILS

You agree to provide true, accurate, current and complete information and maintain and promptly update your information to keep it true, accurate, current and complete.

You should advise L'Oréal of any change of name, address, contact number or email address by contacting L'Oréal using the contact details outlined below.

L'Oréal is not responsible for any failure by you to notify L'Oréal of your change of details, which may result in you not obtaining the Benefit or the loss of your Membership.

PRIVACY NOTICE

L'Oréal, through the Program, has, or will, collect your personal information for the purposes of developing its relationship with you and providing you with information about L'Oréal Professional Products Division and its products.

The operation of the Program may be delegated by L'Oréal to one of its service providers, and you consent to the collection, use and storage of your personal information by that service provider on behalf of L'Oréal. You also consent to that service provider transferring your personal information and membership account information to L'Oréal.

You will periodically receive emails from L'Oréal. You may opt out of the marketing emails at any time by contacting L'Oréal via email to your Business Consultant, or by contacting L'Oréal using our contact details outlined below. Operational emails will still be sent to you as they relate to your membership in the Program.

L'Oréal's privacy policy (which can be found at https://www.loreal.com/en/australia/pages/group/privacy-policy-australia/ (for Australia) and https://www.loreal.com/en/new-zealand/pages/group/privacy-policy-new-zealand/ (for New Zealand)) ("Privacy Policy") applies in relation to the collection, storage and use of your personal information. By opting into the Program, you agree to L'Oréal's Privacy Policy.

DIRECT MARKETING

Direct marketing involves communicating directly with you for the purpose of promoting the sale of goods and services to you. Direct marketing can be delivered by a range of methods

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including mail, telephone, email and/or SMS. L'Oréal may use and disclose your personal information for the purpose of sending you direct marketing materials where:

- you have consented to L'Oréal doing so; or
- it is otherwise permitted by law.

You can unsubscribe from receiving direct marketing materials from L'Oréal at any time by contacting L'Oréal or following the opt-out instructions or options in the communication.

ADVERTISING

You agree to participate in and co-operate as required with all reasonable marketing and editorial activities or events relating to the Program, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledge that L'Oréal may use any such marketing and editorial material without further reference or compensation to you.

ENDING YOUR MEMBERSHIP / OPTING OUT

Your membership in the Program will terminate automatically if your trading account with L'Oréal expires or terminates, for any reason.

You may terminate your participation in the Program at any time by notifying L'Oréal in writing. You can do this by contacting L'Oréal via email to your Business Consultant, or by contacting L'Oréal using our contact details outlined below.

Upon our receipt of your notification, your membership in the Program will be terminated.

Upon termination of your membership in the Program for any reason, you hereby agree to forfeit all unused Benefits earned by your membership.

SUSPENSION OR TERMINATION BY US

L'Oréal may, at any time, terminate, change, limit, modify or cancel the Program or any rule(s), regulation(s), benefit(s) and/or condition(s) of participation by posting the modified rule(s) on L'Oréal's Website or by notifying you in writing. L'Oréal agrees to provide you seven (7) days' notification in the event L'Oréal materially changes these Terms. For any variations to the Program, your continued participation in the Program after L'Oréal posts any variation(s) will constitute your acceptance of the variations to the Program.

L'Oréal may immediately suspend or terminate your participation in the Program without further notice if:

(a) you have breached these Terms;
(b) you have breached any trading terms with us;
(c) you have engaged or may engage in fraudulent conduct, or conduct that is suspected to be fraudulent, in relation to L'Oréal or the Program;

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(d) L'Oréal suspects fraud, misrepresentation, abuse or violation of the applicable rules involving the Program;
(e) you have engaged in inappropriate conduct that undermines the reputation or legitimate interests of L'Oréal;
(f) you have supplied or are attempting to supply false or misleading information to L'Oréal;
(g) you are unable to pay your debts when they fall due;
(h) there is a change in control in your entity; or
(i) you provide any data that is untrue, inaccurate, not current or incomplete, or if L'Oréal, in its sole discretion, suspects that your registration data is untrue, inaccurate or incomplete.

Where your right to participate in the Program is suspended or terminated, any Benefit(s), reward(s) and/or rights and status you may have at that time under the Program shall thereby suspend or terminate (as the case may be).

WARRANTIES AND LIABILITY

All conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or imposed by custom, under the general law or by statute, whether express or implied, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under, or pursuant to, the Program ("Warranties"), are expressly excluded to the extent permitted by law.

Nothing contained in these Terms excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the Competition and Consumer Act 2010 (Cth), Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) or any other national, State or Territory legislation (the "Acts") where to do so is unlawful. To the maximum extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon you pursuant to any of the Acts, L'Oréal's sole liability for breach of any such condition, warranty or other obligation is limited to L'Oréal's obligation under the relevant Act.

Despite anything to the contrary, to the maximum extent permitted by law, L'Oréal expressly excludes its liability, and will not be liable to the Customer (or any person claiming under or through the Customer) or any third party from any Liability (outlined below), and you waive and release L'Oréal from any Liability, arising from or in connection with:

(a) L'Oréal's development and operation of the Program;
(b) your participation in the Program (including any Benefits received under the Program);
(c) any personal injury or death to you or any third person;
(d) indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities; or
(e) any event beyond L'Oréal's reasonable control.

GENERAL INFORMATION

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Copyrights and permissions: Artwork, photography, and logos, including those for L'Oréal Professionnel used in conjunction with the Program, on the Website or in print are copyrighted intellectual property of L'Oréal. These materials may not be reproduced, replicated or doctored in any manner. All other material, including text, photos and design, is copyright to L'Oréal and may not be reproduced elsewhere without explicit written permission. All sales and marketing brochures are to be used as reference only and not to be duplicated, printed or reproduced for commercial use.

Disputes: A party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) ("Dispute") without first meeting with a senior representative of the other party to seek (in good faith) to resolve the Dispute. If the parties cannot agree how to resolve the Dispute at that initial meeting, either party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, either party may ask the Law Institute of Victoria to appoint a mediator. The mediator will decide the time, place and rules for mediation. The parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of mediation will be shared equally between the parties. Nothing in this clause will operate to prevent a party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

Taxation: It is your responsibility to seek independent professional taxation advice in relation to the taxation effects arising from your membership and participation in the Program. You are responsible for any taxation liability or other government fees and charges relating to membership.

Governing law: These Terms are governed by the laws of Victoria. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any court(s) entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.

DEFINITIONS

In these Terms, unless the context otherwise requires, capitalised Terms have the meanings given to them within these Terms, and:

Benefits refers to the benefits that are available to the member under the Program, including but not limited to education, marketing, access to events and business development, as further particularised on the Website.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding and/or judgment (whether under statute, contract, equity,

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tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

L'Oréal Professionnel means the L'Oréal product range branded under the "L'Oréal Professionnel" name.

CONTACT US

L'Oréal Professional Products Division Pro.Connect Program
564 St Kilda Road, Melbourne, VIC, 3004

Contact your L'Oreal Business Consultant for any questions.

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