

GLOBAL UGC TERMS & CONDITIONS

We may make available on this Site a space 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 #yesVichy, you agree to our #yesVichy terms and conditions: www.vichy.com/ugctncc

We have the right to remove any User Content if, in our opinion, such material does not comply with these Terms and Conditions 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 vichydigitalinternational@loreal.com

#YESVICHY FULL TERMS AND CONDITIONS

Vichy hashtags: #Vichy #FacesofVichy #Mineral89 #Minéral89 #FacesofStrength, #Jetlagproofedskin #VichyLovers

VICHYS RIGHT OF USE

By responding #yesVichy you agree to the following:

You grant to Cosmétique Active International and its affiliates and/or related entities on behalf of the Vichy brand a worldwide, royalty-free, non-exclusive, transferable right to use your video(s), photo(s) and/or other content posted to Instagram, Facebook, Twitter or Google+, together with your social media handle, social media user name, profile picture, caption and location information you may have included in your content ("User Content") that you have tagged with any of the above Hashtag(s) in any media, including but not limited to on its webpages and social media pages, newsletters, retailer sites, third party sites, prints, stores for its marketing and/or its advertising.

This right to use the User Content is granted for the entire legal duration of intellectual property rights, and in particular of the copyright as defined by French and foreign laws and international conventions.

You hereby authorize Vichy to translate the wording / texts of captions associated with the content in every language Vichy may deem necessary.

You grant Vichy the right to use your username, real name, image, likeness or other identifying information in connection with any use of your User Content. This right to use the personality rights is granted for a period of twenty (20) years (tacitly renewable) for the same media as those detailed in the above provision. Vichy may use, display, reproduce, distribute, transmit, combine with other materials, alter and/or edit the User Content for legal and/or regulatory reasons in any way it sees fit (while maintaining the original sentiment), with no obligation to you whatsoever.

You confirm and agree that: (i) you own all the rights in the User Content and/or that you have permission from any person(s) entitled with any intellectual property rights or personality rights in the User Content to grant the rights herein; (ii) you and all other person(s) appearing in the User Content are not under 18; and (iii) Vichy's use of your User Content will not break any law or violate the rights of a third party.

Vichy has the right to disclose your identity to any third party who claims that the User Content infringes their rights. This document is the exclusive property of L'Oréal Group.

L'ORÉAL

Active Cosmetics

If Your Post contains an endorsement or testimonial of our products or services, you further agree that it is a true and accurate expression of your honest belief based on use of Vichy products and that you have disclosed receipt of any free product or incentives in exchange for providing Your Post.

You acknowledge and agree that the User Content could be subject to “viral” communication (word-of-mouth communication) on third party websites and that Vichy will not be liable for any claim or action in this regard.

You consent to Vichy’s collection of any personal information you provide, and Vichy’s use and disclosure of that personal information in connection with the use of your User Content as described above.

Your personal information may be transferred to or accessible from outside the EEA, and may be shared with affiliates or other trusted third parties working on Vichy’s behalf. By posting User Content with any Hashtag(s) or otherwise providing Vichy with personal information, you agree to such collection, use, disclosure, transfer and processing of your information in accordance with these Terms and Conditions, Vichy’s Privacy Policy www.vichy.com/privacyPolicy, and applicable data protection laws and regulations.

You will not hold Vichy, or any person acting Vichy behalf, responsible for any claims or demands in connection with the use of your User Content. You accept that Vichy will not pay you for the use of your User Content and/or for any intellectual property rights connected with them.

You accept that Vichy may refuse to use or remove your User Content for any reason. If you change your mind about sharing your User Content, or you do not want Vichy to contact you about User Content again, please opt out by entering your details here.

UPDATE OF THE TERMS AND CONDITIONS

These Terms and Conditions may be updated regularly by Vichy: please review them each time Vichy wishes to use your Content prior to giving your authorization. To the extent authorized by law, these Terms and Conditions are subject to French laws and any dispute arising hereunder shall be subject to the jurisdiction of the competent courts in Levallois-Perret.

MISCELLANEOUS

These Terms and Conditions apply to the entire Site and to your User Content unless otherwise provided. In addition, to the extent your User Content is displayed on the Site or on any of the L’Oréal Group Sites, you also will be subject to additional terms of use, agreements, guidelines or rules provided by L’Oréal Group applicable to such Sites and User Content, and you hereby agree to be bound by such additional terms of use or service, agreements, guidelines, instructions or rules provided or posted by L’Oréal Group.

These Terms and Conditions are personal to you and may not be assigned or transferred by you for any reason whatsoever without L’Oréal Group’s prior written consent; and any action or conduct in violation of the foregoing shall be void and without effect.

You agree that if Vichy does not exercise or enforce any legal right or remedy which is contained in these Terms and Conditions (or which Vichy has the benefit of under any applicable law), this will not be taken to be a formal waiver of Vichy’s rights and that those rights or remedies will still be available to Vichy.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms and Conditions are invalid, then that provision will be removed without affecting the rest of the Terms and Conditions. The remaining provisions of these Terms and Conditions will continue to be valid and enforceable.