

2017 “WOMEN OF WORTH AWARD” PROGRAM OFFICIAL RULES

The 2017 “Women of Worth Award” Program (the “**Program**”) begins at 9:00 AM Eastern Time (“**ET**”) on March 27, 2017 and ends at 11:59 PM ET on December 6, 2017 (“**Program Period**”). The Program consists of a Nomination Phase, three (3) Judging Phases and a Voting Phase. By participating, nominees agree to be bound by the Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on all matters relating to this Program. Program is subject to all applicable federal, state and local laws. For the purposes of this Program, Sponsor’s computer will be the official timekeeper of the Program.

1. ELIGIBILITY: Nominees must be women who are legal residents of the 50 United States (excluding Puerto Rico) or the District of Columbia and be at least 16 years old at the time of entry (“**Nominees**”) and must satisfy the other criteria set forth below. Anyone under the age of majority in their state, (eighteen (18) in most states, nineteen (19) in Alabama and Nebraska, and twenty-one (21) in Mississippi) at the time of entry must also have the consent of one of his or her parents or legal guardian, and a parent or other legal guardian must agree to the enforceability of these official rules. Nominators may nominate themselves or other parties. **It is recommended that nominators obtain the permission of a nominee prior to nominating them.** Void where prohibited by law. Employees, Board and Committee members of L’Oréal Paris (“**Sponsor**”), Points of Light Institute (“**Administrator**”) or their respective affiliates, parent companies and subsidiaries, distributors, sales representatives, advertising and promotion agencies and the immediate family members and/or those living in the same household of each of the foregoing are not eligible.

Potential nominees are subject to verification of eligibility and identity per these Official Rules, which may include a background check and completion of any documentation required by Sponsor to complete such background check, the results of which must be completely satisfactory as determined by Sponsor in its sole discretion.

2. HOW TO ENTER: There are two methods of entry. Between March 27, 2017 and May 19, 2017 (“**Nomination Period**”),

Online: visit www.womenofworth.com and follow the directions provided to complete and submit the nomination form (“**Submission**”). All online nominations must be received by 11:59 PM ET on May 19, 2017 to be eligible.

Mail: submit a completed Official Nomination Form (available at www.womenofworth.com or upon written request by mail to the contact listed below) by first class mail, with proper postage affixed to: Women Of Worth, c/o Points of Light Institute, 600 Means Street, Suite 210, Atlanta, GA 30318. All mailed nominations must be postmarked by May 19, 2017 and received by May 26 2017 to be eligible. To receive an Official Nomination Form by mail, send a request to WomenofWorth@PointsofLight.org.

All Submissions must be complete and provide all required information as stated on the Women Of Worth Official Nomination Form found at www.womenofworth.com. Nominators may nominate

themselves or other parties. The Nominee must consent to being nominated. A substantial portion (to be determined by Sponsor in its absolute discretion) of Nominee's volunteer activities and achievements must be of at least six (6) months duration and should be ongoing.

In order to qualify, a nominee, upon request, must be able to supply up to three (3) references who can be contacted to verify the scope and extent of the nominee's activities. References should be persons' familiar with the volunteer activities for which the nomination is made and should not include the nominee, nominator or any person related to the nominee. Nominee's volunteer activities must occur in the fifty (50) United States and have primarily benefited domestic American needs. All volunteer activities of the Nominee must be unpaid and cannot include court-ordered community service; however, Nominees who receive a nominal stipend for their service such as in connection with National Service may be eligible. The foregoing as well as all eligibility determinations relating to Nominees shall be at the sole discretion of Sponsor.

By submitting a Nomination, Nominator acknowledges and agrees that Sponsor may obtain many Nominations in connection with this Program and/or other Programs staged and/or promoted by the Sponsor, and that such Nominations may be similar or identical in theme, idea, format or other respects to other Nominations submitted in connection with this Program and/or other Programs sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Nominees waive any and all claims Nominator may have had, may have, and/or may have in the future, that any Submission and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Submission, or that any compensation is due to entrant in connection with such Submission or other works used by Sponsor.

3. LIMIT: There is no limit as to the number of nominations submitted per nominator, however, each nomination must be for a different nominee and each nomination must be substantially different from any other nomination submitted by such nominator, as determined by Sponsor in its sole discretion. In case of multiple Submissions for the same nominee, only the first nomination received will be accepted.

4. SELECTION OF HONOREES AND NATIONAL HONOREE: Honoree selection will take place in four (4) phases. First the Administrator will select the top one hundred and twenty (120) nominations (collectively "**Candidates**") based on the objective judging criteria listed below. The Candidates will then proceed to Judging Phase II consisting of a jury of L'Oréal USA representatives and Partners who will select the top forty (40) Honorees (collectively "**Semi-Finalists**"). The Semi-Finalists then proceed to Judging Phase III, where a panel of expert judges from L'Oréal Paris' will choose the top ten (10) Honorees ("**Finalists**") who will then proceed to the Voting Phase which will determine the 2017 Women of Worth Honoree.

I. Initial Judging Phase: On or about June 15, 2017, a judging panel from Points of Light Institute will select one-hundred and twenty (120) Nominees from among the eligible nominations received based on the following criteria:

- a) **Impact** - the project's success in addressing an important problem or critical barrier to progress and nominee's demonstration of impact as a result of their activities. Impact is

defined as the effect of an activity on the social fabric of the community and/or the well-being of individuals or families. Impact can be measured by evaluating the programs or activities implemented by nominee and reviewing if the number of people served exponentially increased since the nominee began work. **(50%)**

- b) **Community Needs and Solutions** - nominee's ability of meet an unmet community need or concern. Community needs are broadly defined as providing food, shelter, and access to healthcare, providing arts programming or activities, strengthening educational programs, or providing enrichment activities that benefit children. **(20%)**
- c) **Passion**- success of nominee's work in epitomizing the statement, "Because You're Worth It," and the spirit of the Women of Worth program (honoring exceptional women making a beautiful and exceptional difference through their volunteer work.) **(20%)**
- d) **Innovation** – ability of nominee's activities to reflect an innovative or interesting approach to meeting community needs and nominee's employment of unique solutions to solving the problem. **(10%)**.

II. Judging Phase II: On or about July 15, 2017, a judging panel consisting of judges from L'Oréal USA and external Partners will select the top forty (40) Honorees (collectively "**Semi-Finalists**") based on the criteria stated above.

III. Judging Phase III: On or about September 11, 2017 a judging panel consisting of L'Oréal Paris representatives will select the top 10 (10) Honorees (collectively "**Finalists**") using the criteria stated above. The top ten (10) will then proceed to the Voting Phase which will determine the 2017 Women of Worth Honoree. The ten (10) Finalists selected in Judging Phase III will be notified by telephone and/or mail on or about September 15, 2017.

IV. Voting Phase: In the fourth phase of selection, one (1) National Woman Of Worth Honoree will be selected from the ten (10) Finalists by an online vote open to the public.

Daily Voting will take place on the Women Of Worth website (www.womenofworth.com) from 12:01 AM ET on November 1, 2017 to 11:59 PM ET on November 29, 2017. Only votes made through the online ballot on the Women Of Worth website will be counted. Public to vote for the Submission they believe best exemplifies a Women of Worth. Limit one (1) vote per person, per day, per email address.

Social Media Day Voting will take place from 12:01 AM ET on November 1, 2017 to 11:59 PM ET on November 29, 2017. Voters will have the opportunity to cast three (3) votes: one (1) on Women of Worth website (www.womenofworth.com); one (1) vote on Facebook; one (1) vote on Twitter. Limit three (3) votes per day, per person, per email address, per social media platform.

For the purposes of this program a day is defined as beginning when the social media post about the potential National Women of Worth goes live on Facebook and Twitter at or around 9:00:00 AM ET and ending twenty-four (24) hours later, the following day at or around 8:59 AM ET. The Finalist

with the most votes will be deemed the potential National Women of Worth Honoree. In the event of a tie, the affected nominations will be reviewed by an additional judge(s) who will serve as tiebreaker(s) and evaluate these nominations according to the criteria listed above.

The National Women Of Worth Honoree will be announced at a special event on or about December 6, 2017. All decisions of the Sponsor regarding the Program are final and binding on all participants, and selection of all Honorees and the National Honoree is within the sole discretion of Sponsor.

Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any Finalist or voter to obtain more than the stated number of votes by any fraudulent or inappropriate means, including without limitation, offering prizes, placing ads, or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes for the entrant's Entry and entrant may be disqualified as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to revise the vote counts should the voting as a whole appear to have been tampered with or manipulated in significant way.

To participate in the Voting Phase you must have a non-private Facebook or Twitter account. If you do not have a Facebook or Twitter account, go to www.facebook.com or www.twitter.com and create an account according to the instructions on the website. Creating an account is free and you may be asked to agree to the terms of service and privacy policy of the relevant platform. This Program is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter. Any questions, comments or complaints regarding the Program should be directed to Sponsor, not Facebook or Twitter. If you choose to vote using your mobile device, standard data fees may apply. See your wireless provider for pricing plan details.

5. OWNERSHIP OF SUBMISSIONS: Acceptance of nomination constitutes nominee's consent to give Sponsor and its affiliates a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such nominations in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the nomination. Released Parties (as defined below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

6. AWARDS: The ten (10) Finalists each will receive a \$10,000 donation (the "**Honoree Award**") in the Honoree's name to their accredited 501(c) 3 nonprofit. The Award for the National Honoree shall consist of a \$25,000 donation (the "**National Award**") in her name to her accredited 501(c) 3 nonprofit organization. For the avoidance of doubt, the National Award is in addition to, not in lieu of, the Honoree Award. The final selection of recipients shall be in Sponsor's sole discretion. The Award donation shall not be used to satisfy a binding pledge or other legal obligation of the Honorees to any third party. A ceremony will be held to present the Women Of Worth Awards to the Honorees. The Sponsor shall provide the following for the Honorees, and one (1) guest: (a) round trip coach airfare to and from major airport nearest Honoree's city of residence to airport

nearest location of award ceremony (if Honoree's city of residence is within 100 miles of the ceremony location, alternate transportation may be provided); (b) standard hotel accommodations, which is one room double occupancy in city where ceremony will be held (c) Local Transportation and Meal Stipend for honoree and guest of \$400. Approximate Retail Value of trip: \$2,000 (value of trip may vary depending on Honoree's place of residence). Gratuities and other ground transportation, miscellaneous expenses (internet access and phone calls) and all other costs and expenses not listed as part of the Award are the sole responsibility of the Honorees. Without in any way limiting the foregoing, all taxes on the Award, if any, are the sole responsibility of Honorees. Sponsor recommends that the Honorees consult a tax advisor regarding any tax consequences relating to acceptance of the Award. The Award is not transferable.

7. GENERAL CONDITIONS: By participating, each nominator (and nominee, if not same) agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Program; (b) to release, discharge and hold harmless Sponsor, Administrator, its respective parent, affiliates, subsidiaries, and advertising and Program agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "**Released Parties**") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from nominator's and/or nominee's participation in the Program or any Program-related activity or the acceptance, possession, use or misuse of any awarded prize (including any travel or activity related thereto); Nominators, Nominees and Honorees agree to confirm the foregoing grants in writing upon Sponsor's and/or Administrator's request and to cooperate with Sponsor by executing any additional documents Sponsor deems necessary in its discretion to secure all rights needed for Sponsor to use nomination materials for advertising and/or promotional purposes. Failure to confirm these grants in writing may result in disqualification of the Honorees, at Sponsor's sole discretion. The Honorees may be featured in follow-up promotional materials and activities of Sponsor. Sponsor and Administrator reserve the right to modify and/or edit any nomination copy for the purpose of press releases and for feature stories in publications. By participating in the Award program, Nominators and Nominees acknowledge and agree that publication of a nomination or story on the Women Of Worth website or in any other media during the submission period in no way indicates that a nomination has been selected to receive an award. The Nominator, Nominee, and Honoree may be required to sign and return an Affidavit of Eligibility, Liability, and where legally permissible, Publicity Release. Nominee may be disqualified (at the absolute discretion of Sponsor) if any such documentation is not received within the time period requested in correspondence from the Sponsor or Administrator. The Award may be forfeited and an alternate Honoree selected, if notification letter is returned as undeliverable or potential Honoree cannot be contacted. In the event that a selected Honoree declines to accept an Award, an alternate Honoree may be selected. Sponsor reserves the right to award fewer than ten (10) Honoree Awards, if the nominations received are not of acceptable quality.

By submitting a completed nomination form, Nominator represents and warrants to the Sponsor that: (1) any photographs submitted depict the Nominee only; (2) Submission is Nominator's original work; (3) Nominator has obtained permission from the Nominee to submit Nominee's name, story (and video, where applicable) in connection with this Award and to grant Sponsor and Administrator the right to use the entry as provided in these Rules; and (4) no nomination materials infringe upon or violate, nor will they infringe upon or violate, the rights of any third party. If nomination materials

include likenesses of third parties or contain elements not owned by the Nominator and/or Nominee (such as, but not limited to, company or team logos), Nominator and/or Nominee must provide legal releases for such use in a form satisfactory to judges and Sponsor, or the affected nomination will be disqualified. Sponsor reserves the right to disqualify any nomination containing photograph and/or images of third parties or any third party materials.

By accepting the title of Honoree and the Award attached, Honorees agree to complete specific action items including but not limited to: an article to be featured on the Women Of Worth website and/or the Huffington Post blog, availability for a hometown video and photo shoot, diary Submissions to be featured on the Women Of Worth website, reporting metrics back to Administrator showing impact of award, best practices and poll questions that may be featured on the Women Of Worth website and social media postings supporting the program and helping with the next year's call for nominations.

8. MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Submissions or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing or judging of Submissions, the announcement of the prize(s), the incorrect uploading of the photo or in any Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Program or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Program or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Submissions will be void. Should any portion of the Program be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or entry of Submissions, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Program and, if terminated, at its discretion, select the potential winner[s] from all eligible, non-suspect Submissions received prior to action taken using the judging procedure outlined above. Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING

CRIMINAL PROSECUTION.

9. ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and participant further waives all rights to have damages multiplied or increased.

10. PUBLICITY: Nominees agree to the use of her name, photograph, city and state of residence, likeness, photos, essays, and other information provided by Nominators in the for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) to Nominator or Nominee additional consents from nominator or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, nominator and nominee also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Program without the prior consent of the Sponsor, which it may withhold in its sole discretion.

11. HONOREE LIST: For a list of Honorees (available after December 15, 2017), send a self-addressed stamped envelope to Women Of Worth Award Honorees c/o Points of Light Institute, 600 Means Street, Suite 210, Atlanta, GA 30318.

12. SPONSOR: The Sponsor of this Award program is: L'Oréal Paris, Consumer Products Division of L'Oréal USA, Inc., 10 Hudson Yards, New York, NY 10001.

13. ADMINISTRATOR: This Award program is administered by: Points of Light Institute, 600 Means Street, Suite 210, Atlanta, GA 30318.