

**L'Oréal Paris Gold Coupon Program  
OFFER TERMS AND CONDITIONS**

**JANUARY 1, 2015**

**PLEASE READ CAREFULLY:** BY PARTICIPATING, YOU AGREE TO THE FOLLOWING RULES GOVERNING THE L'ORÉAL PARIS GOLD REWARDS COUPON PROGRAM ("PROGRAM"), INCLUDING ANY CHANGES THAT ARE MADE. THE DATE ABOVE INDICATES THE DATE OF THE MOST RECENT CHANGE IN THE TERMS AND CONDITIONS. YOU NEED NOT JOIN TO PURCHASE PRODUCTS AT LOREALPARISUSA.COM OR ANY RETAIL LOCATION.

**1. General Participation Guidelines:** Participation is nontransferable and is subject to present and future terms and conditions. Communications about the program, including any changes, will be communicated by email or at [www.lorealparisusa.com/goldrewards](http://www.lorealparisusa.com/goldrewards). Participation in the Program and its benefits are offered at the discretion of L'Oréal Paris ("Sponsor"). L'Oréal Paris, may, at any time terminate, change, limit, modify or cancel the L'Oréal Paris Gold Coupon Program or any rules, regulations, benefits or conditions of participation by posting the modified rules at [www.lorealparisusa.com/goldrewards](http://www.lorealparisusa.com/goldrewards) and your continued participation in the Program after such posting will constitute your acceptance.

**2. Eligibility:** Program is open to legal residents of the fifty (50) United States (including D.C., Alaska and Hawaii), eighteen (18) years old or older at the time of entry. This program is provided to individuals only. Corporations, associations or groups may not participate. Employees of Sponsor and Administrator are ineligible to participate in Program. Void where prohibited.

**3. Duration of Program:** Offer begins on January 1, 2015 at 12:00 AM Eastern Time ("ET") and ends on December 31, 2015 at 11:59 PM ET ("Offer Period") or until a maximum of 182,850 product coupons have been redeemed. In the event the Offer is terminated early, this may affect a participant's ability to use accumulated punches. A participant's continued participation in the Offer constitutes his or her acceptance of any changes to these Terms and Conditions. Administrator's computer is the official time-keeping device for the Offer.

**4. Enrolling in the Program:** You may enroll in the L'Oréal Paris Gold Rewards Coupon Program through [www.lorealparisusa.com/goldrewards](http://www.lorealparisusa.com/goldrewards). To enroll, you must provide your full name, email address, date of birth, street address, city, state, zip code and complete a short questionnaire. Your enrollment will be confirmed with a welcome message at the email address provided. One (1) account per person. The person who is the authorized email account holder of the email address indicated when registering will be deemed to be the Participant. Once enrollment has been confirmed, you can start earning as described below in Section 5: How to Receive Product Coupon. If more than one account is assigned to an individual, he/she will only receive Punches for one Gold Rewards Account. Duplicate Accounts will be canceled.

**5. How to Receive Product Coupon:** Purchase any five (5) of the following L'Oréal Paris hair color products at Drug, Food and Mass Merchandise stores in continental USA, District of Columbia, Alaska and Hawaii and online stores during the Offer Period: Superior Preference®, Excellence® Creme, Féria®, Excellence® Age Perfect™, Mousse Absolue, Superior Preference® Glam Lights, Preference® Ombré

Touch, Féria® Colored Ombré, Healthy Look®, Root Rescue™, Couleur Experte®, Touch-On Highlights, Colorist Secrets™ Shine Gloss, Colorist Secrets™ Brass Banisher, Super Blonde®, Colour Rays, Frost & Design, La Petite Frost and Summer Lights Hair Lightening Gelée (the "Product"). Purchasing more than one of the same product will also count towards your product purchase total. Sign in at the L'Oréal Paris Gold Rewards site and enter the five (5) to eight (8) alpha numeric code found inside the package of the purchased product. After you enter the code, you will receive a punch on your online punch card. Any code entered after 9:00 PM PT will be time-stamped with the following date. Each code entry is equal to one (1) Punch. IMPORTANT: You must enter your code prior to coloring as product must be disposed of immediately following application. After you have entered five (5) products codes a coupon will be automatically sent to your address on file. You will have a chance to update your address after you enter your 5<sup>th</sup> code. Coupon will be fulfilled to the mailing address on file within six (6) to eight (8) weeks. PO Boxes are not accepted. Coupon has a maximum value of \$9.99 that can be redeemed for a free L'Oreal Paris Hair Color Product. Coupons are valid at Drug, Food and Mass Merchandise stores in in the Continental USA, District of Columbia, Alaska, Hawaii and Puerto Rico and expire on date specified on coupon. If a Participant believes that punches were not properly accrued to his/her the Participant must notify Sponsor at <http://www.lorealparisusa.com/en/Services/Contact-form.aspx> within 15 days of the date the punch was entered on the Website. If Participant cannot read a code or a code is destroyed when opening a package, Participant must contact Sponsor within 30 days of purchase and provide UPC product code and proof of purchase.

6. **Limit:** Participants are limited to entering two (2) codes every calendar month during the Offer Period. After a calendar month ends, a new punch period will begin. Limit of two (2) free Product coupons per person during the entire Offer Period. Participant can only enter a total of ten (10) codes during the Offer Period. Participant can enter the same code two (2) times during the Offer Period as different products can have the same code. Multiple participants are not permitted to share the same email address or mailing address. Any attempt by any participant to obtain more than two (2) free Products coupon by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's offer and that participant may be disqualified. Offer cannot be combined with any other offer or discount card.

7. **Golden Monday Perk:** From time to time throughout the Offer Period, L'Oréal Paris may make an additional Golden Monday Perk available. To be eligible to receive a Golden Monday Perk, participants must be a L'Oréal Paris Gold Rewards Participant and have at least one (1) Product code submitted on the L'Oréal Paris Gold Rewards website 24 hours prior to the Golden Monday Perk going live. Golden Monday Perk will be announced on the website and Participants will receive an email with Perk details.

8. **Release:** By participating in the L'Oréal Paris Gold Rewards Program, each participant agrees to release and hold harmless L'Oréal Paris, R/GA Media Group Limited, BT Global Services, Administrator, and their respective parents, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, losses or damages of any kind, including personal injury, death, or damage to or loss of property, arising out of participation in the Offer or receipt or use or misuse of any Product or coupon.

**9. General Conditions:** L'Oréal Paris reserves the right to cancel, suspend and/or modify the Offer, or any part of it, if there is any evidence of virus, worms, bugs, non-authorized human intervention, or any fraud, technical failures or any other factor beyond L'Oréal Paris' reasonable control impairs the integrity or proper functioning of the Offer, as determined by L'Oréal Paris in its sole discretion. L'Oréal Paris reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Offer or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Offer may be a violation of criminal and civil law, and, should such an attempt be made, L'Oreal Paris reserves the right to seek damages (including Attorneys' fees) from any such person to the fullest extent permitted by law. L'Oréal Paris' failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

**10. Punch Expiration:** In the event the Program is extended for another term punches earned during the prior calendar year will be carried over into the new term.

**11. Duplicate Accounts:** If an individual opens more than one account, and if Participant is in good standing, punches will be combined into one account. Any duplicate accounts will be canceled.

**12. Limitations of Liability:** The Sponsor is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Program or utilized by the Participant, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network, cellular network, or electronic transmission, for problems relating to computer equipment, software, inability to access the Website or online service, or for any other technical or non-technical error or malfunction. In the event of a printing error or irregular packaging, neither L'Oréal Paris nor respective related companies, parents, subsidiaries, affiliates, and respective agents and their agencies, suppliers and other companies involved in the development or execution of the Program or the production or distribution of Program materials ("Releasees") shall have any liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR MERCHANDISE OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE SPONSOR IMPROPERLY DENIES A PARTICIPANT ANY PUNCHES LIABILITY WILL BE LIMITED TO THE EQUIVALENT NUMBER OF PUNCHES. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. TO THE FULLEST EXTENT ALLOWABLE BY LAW, L'ORÉAL PARIS, ITS JOINT VENTURES, OFFICERS, DIRECTORS, EMPLOYEES, AND THEIR PROMOTION AGENCIES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED BY ANY REWARDS PARTNER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR

COURSE OF PERFORMANCE. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Participants agree to rely solely on the manufacturer's warranties, if any, for any products redeemed through this Program. By participating in the L'Oréal Paris Gold Rewards Program, each participant hereby releases the Released Parties from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, attorney's fees) relating to that participant's participation in L'Oréal Paris Gold Rewards, use of points or rewards, or agreement to these Terms.

**13. Arbitration:** Except where prohibited by law, as a condition of participating in this Offer, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Offer, or prize 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 Offer), and participant further waives all rights to have damages multiplied or increased.

**14. Choice of Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of participant and Sponsor in connection with the Offer, shall be governed by, and construed in accordance with, the substantive laws of the states of New York, USA.

**15. Participant's Personal Information:** Information collected from participation is subject to L'Oreal Paris' Privacy Policy:

<http://www.lorealparisusa.com/en/Services/Privacy.aspx>

**16. Communication:** By enrolling as a Participant in the Program, you may periodically receive emails from L'Oréal Paris. You may opt-out of the marketing emails at any time, but operational emails regarding the Program will still be sent to you as it relates to your participation in the program.

**Sponsor:** L'Oréal Paris, 575 Fifth Avenue, New York, NY 10017.

**Administrator:** The Marketing Store Worldwide, LP, 55 West Monroe, Suite 1400, Chicago, IL 60603

If you have questions about your enrollment, these Terms and Conditions, Punches or L'Oréal Paris Reward Offers please contact L'Oréal Paris Gold Rewards Support at <http://www.lorealparisusa.com/en/Services/Contact-form.aspx>.