

These terms and conditions (the "Community Terms") apply to members of L'Oréalistar ("you" or "your") (the "Community") located at <https://uk.lorealistar.com> ("our site"), which is hosted by TokyWoky SAS.

Our site is operated by L'Oréal (U.K.) Limited, a company registered in England and Wales under company number 00271555 with our registered office at Gateway Central, White City Place, 187 Wood Lane, London W12 7SA ("we", "us", or "our"). Our main trading address is at the same address. Our VAT number is GB 438506540. You can contact us by writing to us at UKconsumeradvice@loreal.com.

By using our site, you confirm that you accept these Community Terms and that you agree to comply with them.

If you do not agree to these Community Terms, you must not use our site.

1. Applicable terms

In addition to these Community Terms, the following terms also apply to your use of our site:

- (a) Our Community Guidelines, which can be found in Schedule 1. These set out requirements for how you interact with our site;**
- (b) Our Talent Privacy Policy, which can be found [here](#). This describes how we use your personal data when you use our site. It is your responsibility to keep your personal data up to date. By signing up to and continuing to use our site, you warrant that all data provided by you is accurate and confirm acknowledgement of our Privacy Policy; and**
- (c) Our Cookie Settings tool, which can be found on our [website](#). This sets out information, and gives you choices, about the cookies on our site.**

2. Changes to these terms or our site

2.1 We may amend these Community Terms from time to time. Every time you wish to use our site, please check these terms to ensure that you understand the terms that apply at that time. These Community Terms were most recently updated on 11 November 2024. Your use of our site following any amendment constitutes your agreement to follow and be bound by these Community Terms as amended. If at any time you do not wish to accept the Community Terms, you may not use our site.

2.2 We may update and change our site, or any content, from time to time. We will try to give you reasonable notice of any major changes however we have no liability to you for any failure by us to notify you of any changes to our site or content. If the need arises, we may suspend access to our site, or close it indefinitely.

3. Access to our site

3.1 Our site is made available free of charge. Access to our site is permitted on a temporary basis if you meet our Eligibility Requirements in section 4 below.

3.2 We do not guarantee that our site, or any content, will always be available or be uninterrupted and will not be liable if, for any reason, our site is unavailable at any time or for any period. We reserve the right to amend, suspend, withdraw or restrict the availability

of all or any part of our site, any of its contents or your access to the site without notice. We will try to give you reasonable notice of any suspension or withdrawal.

3.3 You are responsible for making all arrangements necessary for you to have access to our site.

3.4 Access to certain sections of our site may require the use of PIN codes or passwords. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party or share your credentials with anybody else.

3.5 We may limit the number of attempts you make to access the platform and/or certain sections thereof in order to prevent any fraudulent use of such codes. Please inform us of any fraudulent use that you may become aware of. In the event of any breach of the rules set forth under these Community Terms, we have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Community Terms.

3.6 For your own personal protection, you must keep your user login details and password safe and treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user login and password or delete your user account at any time if in our reasonable opinion you have failed to comply with any of the provisions of these Community Terms.

3.7 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us via the Community inbox at <https://uk.lorealistar.com>. You can notify us by clicking on the inbox icon in the top right corner of the Community page once you are logged into your account.

4. Your account with us

4.1 Your membership to the Community is subject to the following eligibility requirements (the “Eligibility Requirements”). You must:

- (a) be a resident in the UK or ROI;
- (b) be aged 18+;
- (c) have internet access, an email address and an open Instagram and/or TikTok account (i.e., an account that is not set to ‘private’);
- (d) have a minimum of 1,000 followers across their account(s) on Instagram and/or TikTok; and/or a minimum of 1,000 followers on YouTube;
- (e) comply with our Community Guidelines and Content Standards contained at Schedule 1 of these Community Terms at all times; and

4.2 You must participate in at least one Mission (as defined below) every 60 days. Failure to meet this requirement will result in a you being classified as an “Inactive

Member". We reserve the right to immediately revoke your membership if you become classified as an Inactive Member at any time.

4.3 We reserve the right to review your membership entry against the Eligibility Requirements. If your membership entry is found not to have satisfied the Eligibility Requirements, we reserve the right to reject your entry or add the applicant to a waiting list, with notification to you. In such a situation, you will be kept on the waiting list indefinitely until either (i) you meet the Eligibility Requirements, in which case you will become a Community member, or (ii) you notify us at UKconsumeradvice@loreal.com, of your wish to be removed from the waiting list. We also reserve the right to review your membership against the Eligibility Requirements on an ongoing basis. If you are found to no longer satisfy the Eligibility Requirements, we reserve the right to remove you from the Community at our sole discretion and without the obligation to provide any reasons for such removal

5. Membership Points

5.1 Once accepted as a member of the Community pursuant to section 4 above, you will join the points-based reward programme which will unlock benefits as set out in the Community membership level table below.

5.2 In order to gain certain benefits ("Perks"), you will be asked to undertake certain actions on your user account (such as posting about one of our products) and to complete specified tasks, challenges and missions ("Missions"), to collect Community points ("Points").

5.3 Missions available to you will be listed in the 'My Missions' section of your user account. This section will list out the Missions already completed, provide details on the actions required for Missions you have not yet completed and set out how many Points you can earn for completing each Mission. Points will be awarded to your user account provisionally following completion of each Mission if you caption your Mission submission with the hashtags specified in the Mission brief. We reserve the right to validate your Mission submission at any time within 30 days from the period that you post such Mission submission. If your Mission submission has not been deemed to be invalid within 30 days from the date it is posted, then the provisional points will automatically be upgraded to Points.

5.4 Points will be collected on a seasonal basis, with each "Season" lasting a total of three (3) months. At the end of each Season, Points and tiers will be reset and you will return to Star level with zero (0) Points. The start and end dates for each Season will be communicated to you by us at the start of each Season and can be found at any time on the Community page. For the avoidance of doubt, your membership in the Community will not be revoked at the end of each Season, nor will you have to apply to become a member at the start of a new Season.

5.5 Collected Points will be stored in your account for the remainder of the Season in which they are earned unless (a) you terminate your user account with us, or (b) we terminate your user account with us due to you breaching these Community Terms.

5.6 All Missions are optional, and you are under no obligation to take part in them. However, please note the provisions regarding Inactive Members at section 4.2 above.

5.7 Any Products provided to you by L'Oréal, whether provided for you to try and review, or as part of a Perk, Mission or as redeemed against Points is for your own personal use and must not be sold for monetary gain. Any Member who is found to be selling any products obtained through their Community membership will be deemed to have materially breached the Community Terms and will be removed from the Community immediately in accordance with the provisions of clause 13 below.

5.8 The table below sets out the requirements that must be met to attain certain Community levels and receive certain Perks. All requirements for a level must be met in order to achieve that level. We may update this table from time to time, including to introduce new Community levels for users who collect higher numbers of Points.

Level	Requirements	Perks
Star	Default status once registered	(a) Access to our Community; (b) Access to exclusive masterclasses; and (c) Access to exclusive beauty news, trend insights and social media tips.
Rising Star	At least 100 points	(a) All Perks that are available to our Stars; and (b) Apply to receive some of our products for free; and (c) Access to a product bundle
Shooting Star	At least 700 points	(a) All Perks that are available to our Stars and Rising Stars; and (b) Access to another product bundle
Supernova	At least 1,500 points	(a) All Perks that are available to our Stars, Rising Stars and Shooting Stars; and (b) Access to another product bundle

6. Missions and Prize Promotions

We may offer and advertise Missions (as described above) and prize promotions to you on our site from time to time (together "**Promotions**"). Any specific terms and conditions relating to these will be referenced on the Promotion brief or content on our site. To the extent that the terms and conditions of a Promotion directly conflict with these Community Terms (for example

with regards to the transfer of intellectual property rights for content submitted as part of a Promotion), the terms of the Promotion will take precedence.

7. Interactive services and user content

7.1 We may from time to time provide interactive services on our site such as public chat rooms or product bulletin boards. Information and materials posted or sent by others on these interactive services have not been verified or approved by us. The views expressed by other users on our site are their own and do not represent our views or values.

7.2 Any comments, images, videos or other material, which are posted or sent on or through these interactive services on our site or on social media relating to the Community ("Content"), must comply with our Community Guidelines and Content Standards at Schedule 1 and [Instagram Terms of Use](#), [Instagram Privacy Policy](#), [Meta Platform Terms](#), [TikTok Terms of Service](#) and [TikTok Privacy Policy](#) (as applicable) at all times. We reserve the right to remove any Content on our site or request the removal of any Content from social media which, in our opinion, does not comply with our Community Guidelines and Content Standards. Please also note that this Community is in no way sponsored, endorsed or administered by, or associated with Instagram or TikTok.

7.3 While we want to ensure that the Community is a safe place to interact and we may moderate Content (whether on a human or technical basis) with the aim of ensuring this, we are under no obligation to oversee, monitor or moderate (a) any interactive service we provide on our site or Content posted on it, or (b) any Content posted on social media as part of the Community. We expressly exclude our liability for any loss or damage arising from the use of any interactive service or any social media platform by a user in contravention of our content standards as set out in the Community Guidelines and Content Standards at Schedule 1, whether the service is moderated or not. If you wish to complain about information and materials uploaded by other users, please contact UKconsumeradvice@loreal.com.

8. Rights you are giving us when you upload materials or posts

8.1 By posting or sending any Content on our site or on social media, you:

(a) confirm that you have the right to post the Content on our site or social media, including the express consent of anyone else who features in the Content for us to use their personal data;

(b) confirm the Content you post does not infringe any third party intellectual property rights; and

(c) you grant us a perpetual, irrevocable, worldwide, royalty-free, fully sub-licensable and transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and distribute such Content for any legitimate business reason that we see fit, including for marketing, business development and internal administrative purposes, and/or to incorporate such Content together with your username/name and location into any form, medium or technology, including (but not limited to):

- (i) on all electronic, IT, digital, multimedia and internet media including our site or other websites of companies within our group of companies, social media pages and other online presences;
- (ii) on all advertising media both online and offline;
- (iii) on our internal communications within our group of companies;
- (iv) for corporate, financial communication and public relations communications and disclosures; and
- (v) on retailer-and client-facing media.

9. Our Intellectual property rights

9.1 We are the owner or the licensee of all intellectual property rights in our site and in any content published on it or on social media that is related to the Community, including any Content that you post. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

9.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal non-commercial reference and you may draw the attention of others to material posted on our site.

9.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

9.4 Our status (and that of any identified contributors) as the authors of Content on our site must always be acknowledged.

9.5 You must not use any part of the Content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

9.6 If you print off, copy or download any part of our site in breach of these Community Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. No reliance

10.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely.

10.2 Although we make reasonable efforts to update the information on our site, content on our site may be out of date at any given time. We make no promises and provide no assurances that the content on our site is accurate, complete or up to date.

11. Links from our site

11.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

11.2 We may, at our sole discretion, remove any third party links, including any third party links that you post on our site.

12. Our responsibility for loss or damage suffered by you

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Community Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

12.3 Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude all liability for any direct, indirect or consequential loss or damage; any other loss or damage caused by tort including negligence; or for any damage, loss, liabilities, injury or disappointment incurred or suffered, by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it.

13. Breach of these terms

13.1 When we consider that a breach of these Community Terms or the Community Guidelines has occurred, we may take such action as we deem appropriate.

13.2 Failure to comply with these terms constitutes a material breach, and may result in our taking all or any of the following actions:

- (a) immediate, temporary or permanent withdrawal of your right to use our site;**
- (b) immediate, temporary or permanent removal of any contribution uploaded by you to our site;**
- (c) issue of a warning to you;**
- (d) legal proceedings against you for reimbursement of all costs, on a full compensation basis (including reasonable administrative and legal costs), resulting from the breach;**
- (e) further legal action against you; and/or**
- (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.**

13.3 We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

14. Viruses

14.1 We do not guarantee that our site will be secure or free from bugs or viruses and we are not responsible for bugs or viruses on our site, and you must not introduce bugs or viruses to our site.

14.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

14.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

14.4 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

14.5 By breaching this provision in relation to virus and trojan worms etc., you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. You will not be allowed to use our site or your user account anymore if you breach this provision.

15. Indemnity

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

- (a) your use of our site or any Content produced by you;
- (b) any breach by you of the Community Terms; and
- (c) a claim that any user of our site or any of the Content produced by you:
 - (i) infringes any intellectual property rights of any third party, or any right of personality or publicity;
 - (ii) is libellous or defamatory, or otherwise results in injury or damage to a third party;
 - (iii) any deletions, additions, insertions, or alterations to, or any unauthorised use of, our site and/or the Community by you; and/or
 - (iv) any misrepresentation or breach of representation of warranty made by you contained therein.

15.2 References in this section of the Community Terms to your use of our site shall be deemed to include any use by a third party where such a third party accesses our site using your computer.

15.3 You agree to pay us, our employees, representatives, and agents any and all costs, damages, and expenses (including reasonable legal fees) awarded against any of us or otherwise incurred by any of us in connection with or arising from any such third party claim, suit, action or proceeding attributable to any such third party claim.

16. Jurisdiction and applicable law

16.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site or a breach of these Community Terms.

16.2 These Community Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Schedule 1

Community Guidelines and Content Standards

We are proud to champion inclusive communities, and our online communities are no different. By asking you to follow the ground rules outlined below, we hope to make our Community a creative, safe and happy space for all our members to discuss ideas, thoughts and content. These Community Guidelines and Content Standards apply in addition to our Community Terms as set out above.

Please read these Community Guidelines and Content Standards carefully before you start to use and engage with our site. By using our site, you indicate that you accept these Community Guidelines and Content Standards and that you agree to abide by them. If you do not agree to these Community Guidelines and Content Standards, please do not use our site or apply to join the Community as a member. Please note that if you do not comply with these Community Guidelines and Content Standards, this may result in us taking action as set out in section 13 of our Community Terms.

1. Our commitments

We are committed to respecting all people, and we celebrate beauty in all its diversity. To this end, we act every day to build a business with inclusivity at its heart and to collaborate with social sellers of all genders, identities, cultures, situations and backgrounds. We only wish to work with you if you share our values and ethical principles – integrity, respect, courage, and transparency - and we have selected you based on our Eligibility Requirements, which are objective and legitimate. We reserve the right to pursue due diligence on you, based on information already in the public domain. We may terminate your Community membership if we consider that these values and ethical principles are no longer shared.

We are fully transparent when communicating about the nature of our relationship with you, to comply with the applicable regulations worldwide, and to ensure and retain consumer trust.

We provide you with the creative liberty of relaying the message of our brands and products in your style and voice, within a responsible frame.

We comply with our obligations in terms of image and intellectual property rights of our partners as well as third parties, while safeguarding our consumers' personal and purchasing data.

We act and communicate respectfully with you during all interactions.

2. Your Commitments

You share with us the same ethical principles and values and commit to communicating authentically, and to sharing creative, engaging, and valuable content, in line with our Community Terms and specifically these Community Guidelines and Content Standards. You do not mislead our consumers to believe in the unachievable effects of our products, through any kind of techniques, including photo editing, filters and post-production. You are free to share honest opinions about our products and brands while refraining from posting defamatory or untruthful content on them.

By agreeing to these Community Terms, you confirm that you have built your following and reputation through your own efforts and talent. We may check that you have not bought or artificially inflated your follower count or engagement through paid-for or 'like-for-like' means.

You commit to respecting the terms of these Community terms including expectations, objectives and timelines, and to refrain from disclosing confidential information about our brands and products to any third party, or disparaging our products.

You are transparent about the nature of your relationships with us by fully disclosing your commercial interests to your audience, by using #ad in a prominent location which must be visible up-front, before a consumer engages with your content. Additionally, you must ensure you use any built-in TikTok and/or Instagram disclosure tool.

3. Product Claims

You must not make any claim about any of our products or their benefits which has not been objectively substantiated, nor make any exaggerations about any of our products or their benefits.

Your content must be accurate (where it states facts) and be genuinely held (where it states opinions).

Product claims must be limited to the cosmetic field.

Please find below examples of the types of claims which would not be considered acceptable within any content regarding our products, and must always be avoided, including but not limited to the following:

- (a) Ingredient claims - It is not permissible to link a product result or benefit to a specific ingredient within the product;
- (b) Medical claims - Terminology such as Treat/Heal/Cure/ Prevent/Repair/Regulate/Correct should not be used. Nor should you refer to any product as having an anti-inflammatory action, primary anti-bacterial or anti-fungal action, or suggest that it has a deeper action than the epidermis of the skin. Additionally, you should avoid any reference to non-cosmetic conditions or symptoms;
- (c) Non-established cosmetic claims such as “revolutionary”, “breakthrough”, “ground-breaking” or “game changing” must not be made;
- (d) Comparative or Denigratory claims in respect of other products, brands or companies must not be made;
- (e) Cumulative claims which imply results that increase/improve over time (for example by placing a time point on the product efficacy) must not be made; and/or
- (f) Recommendations outside the standard usage instructions of the product must not be made.

4. Behaviour at our events

We may from time to time invite you to one or more of our brand events. It is important for you to remember that, as a member of our Community, you are representing us at all times, particularly when attending such events or posting Community content online.

Inappropriate conduct at any of our events, including but not limited to disrespectful or abusive behaviour towards our staff, your fellow Community members or any other event attendees will constitute a breach of these Community Guidelines and Content Standards and may result in the termination of your Community membership.

5. Prohibited uses

You may use our site or social media only in a way that is honest and legal and may not use our site or social media platforms:

- (a) in any way that breaches any applicable laws, including national and international laws;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
- (c) to send, upload, download, use or re-use any Content which does not comply with our content standards set out in these Community Guidelines and Content Standards.

Additionally, you must not disrupt, interfere with or misuse our site, for instance by knowingly introducing viruses or anything else which is technologically harmful – please see section 14 of our Community Terms for further details.

6. Content standards

We aim to provide you with a safe community based on inclusiveness and understanding. In order to ensure that you feel welcome, you need to follow our content standards which apply to any and all comments, images, videos or any other material which is generated by you on our site and on social media, including materials which you post or send on or through the site or on social media relating to the Community ("**Content**").

The content standards in this section must be complied with in spirit as well as to the letter. The standards apply to each and every part of any Content. In order to keep the Community a safe environment, we will determine, in our absolute discretion, whether Content breaches these content standards.

Content must comply with the law applicable in England and Wales and in any country from which it is posted.

Content must not:

- (a) contain any material which is malicious or defamatory to any person;
- (b) contain rude, obscene, offensive, hateful or inflammatory language or images;
- (c) promote violence;
- (d) include threatening, abusive or invasive comments relating to another's privacy, or anything which causes annoyance, inconvenience or needless anxiety;
- (e) include comments or actions which are discriminatory of any person, company or group of individuals, for example comments of a racist, sexist or homophobic nature;
- (f) be designed to harass, upset, embarrass, alarm or annoy any other person;
- (g) contain sexually explicit material, sexual innuendo, sexual language or sexual acts, actions or gestures;
- (h) promote any illegal unlawful activity such as drug use or violence;
- (i) be made for political or propaganda purposes;
- (j) infringe any copyright, database right, trade mark or any other intellectual property right of any other person, including using third party intellectual property without prior authorisation;

- (k) allow the identification of another individual(s) without their prior and express consent for us to use it in line with their data privacy rights under the UK General Data Protection Regulation and the UK Data Protection Act 2018; including but not limited to their last name, postal address, email address or telephone number;
- (l) impersonate any person, or misrepresent your identity or affiliation with any person;
- (m) give the impression that it emanates from us, if this is not the case;
- (n) include any materials (whether written or visual) that directly or indirectly show any intention of promoting any competitor brands of a member of our group of companies; or
- (o) contain any direct or indirect advertising or solicitation to buy or promote or endorse any services, products or web links of third parties not affiliated with us.

To protect you, the Community and us, we have the right to remove any Content on our site or request the removal of any Content from social media if, in our opinion, it does not comply with the content standards set out above. We also have the right to take any further action that we deem appropriate, as further explained at section 13 of our Community Terms.

7. Social media disclosures

If you decide to take part in a Mission or prize promotion, you must:

- (a) be honest in any review you post (whether positive / neutral / negative);
- (b) be transparent with your followers by including AD / #AD upfront on your post AND use social platform's in-built disclosure tool; and
- (c) ensure that your post meets all of the requirements set out in the terms and conditions for each Mission or prize promotion, including but not limited to applying the Mission/prize promotion-specific hashtags.

It is your responsibility to disclose the benefits received to comply with Consumer Protection Regulations and CMA/ASA guidelines.

8. Rights you are giving us when you upload materials or posts

By posting any Content on our site or on social media, you confirm that you have the right to make the post and that it does not infringe anyone's intellectual property rights (such as copyrights and trademarks).

You also agree that we can use all Content posted on our site or on social media for any purpose, including for marketing, business development and internal administrative purposes. Please see section 9 of our Community Terms for further details.

Thank you for helping us to make the Community a great place to interact!