

L'OREAL PROFESSIONNEL PARTNER SALON LOCATOR

Please read the detailed ***Terms and Conditions** before selecting your L'oreal Professional Partner Salon. If you do not agree to be bound or cannot comply with any of the Terms and Conditions, please do not continue to submit any information or wishlist your selection.

***TERMS & CONDITIONS**

For the L'oreal Professional Partner Salon Locator

This site is brought to you by L'Oreal India Private Limited (“L'Oreal”) and you agree to the following terms and conditions:

1. This site is meant solely for Indian nationals residing in India and above 18 (eighteen) years of age. This site would not be available in State(s) where it is banned by the Government or it is statutorily illegal to carry on the said site.
2. The purpose of this site is to enable the consumer to select a L'oreal professional Partner Salon for home delivery of the L'oreal professional products.
3. The collection of the payment and the delivery of the final products / redemption of in-salon services is the responsibility of the Salon and L'Oréal does not take any responsibility for the same.
4. This is a limited period arrangement. L'Oreal reserves the right to extend, cancel, discontinue, withdraw, change, alter or modify the terms and conditions of the site, at its sole discretion, without any further notice. No correspondence will be shared in this regard. L'Oreal or the L'Oreal salon partner shall not be responsible for any loss or damage, if the salon has to discontinue or cancel the wishlist processing in compliance with any law, ruling, order, regulation, requirement or instruction of any Central/State Government, or for any other unavoidable reason beyond their control. Consumers shall be informed of such discontinuance/cancellation as soon as possible.
5. If called upon, the consumer will have to submit valid Identity and address Proof (PAN Card / Voter Card / Ration Card / Passport / Driving License, etc.) to L'Oreal.
6. Home Delivery of L'oreal Professional products is managed and arranged by the salon partner and L'Oreal shall neither indemnify nor shall be held responsible for any insurance, injury (including fatal), loss (temporary or permanent), damage (direct or incidental), disruption, theft to person or whatsoever including but not limited to deficiency in service or quality.
7. Subscribers who have opted for DND (Do Not Disturb) facility with their respective service providers may not be able to receive sms/ emails/calls. L'Oreal would not be liable or held responsible for any lack or lapse in any communication on account of failure or delay by any of the Internet, Telecom, SMS and E-mails service provider

including spam email. L'Oreal shall not be responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof. L'Oreal shall not be liable or held responsible for quality of service or any service discrepancy.

8. The site is subject to force majeure conditions. All warranties of any kind whatsoever, whether expressed or implied, are hereby expressly disclaimed by L'Oreal (India) including, but not limited to, meeting of the participants' requirements or aspirations, timeliness, security, un-interruptedness, error-free, the results or reliability of the Contest/ Offer, or the delivery, quality, quantity, merchantability, fitness for use or non-infringement in respect of any goods, services, emoluments, benefits or awards acquired or obtained through the Contest/ Offer.
9. Pictorial description of the products as shown on the site and in the social media communication / advertisement/banner are for reference purposes only and L'Oreal is under no obligation to provide the same class of goods as depicted herein and in other point of sale material.
10. Any complaints or queries pertaining to the the products would have to be taken up directly by Loreal and any compalints with respect to the delivery and payments of the products with directly be taken up with the delivery salon at the numbers mentioned therein.
11. To the extent legally permitted, L'Oreal excludes all conditions, warranties, guarantees and similar, whether express or implied, as to the condition, suitability, quality, fitness or safety of any goods or services or Rewards provided by us (Warranties), other than those implied by statute which may not be legally excluded. Any liability we may have to you under Warranties implied by statute which cannot be excluded is limited, where expressly permitted by statute, to supplying, or paying the cost of supplying, the goods or services again or repairing, or paying the costs of repairing, the goods, at our option.

12. Data Privacy

L'Oreal respects the data privacy mandate and does not collect any personal data until required for the limited purposes of this Home delivery system and future marketing communications. The data collated under this website, if any or willingly shared by Customer shall be used in strict confidence by L'Oréal and its salon partners it will not be passed to any third party for any commercial reasons. The Participant may choose to object to his/ her data being processed. To exercise this right, the Participant is required to submit a request at the email id provided above.

13. INTELLECTUAL PROPERTY

(i) All right, title and interest, including but not limited to the Intellectual Property Rights, in the promotional material(s) and in any and all responses received shall vest solely and exclusively with L'OREAL at all times. L'OREAL or any person or

entity permitted by L'OREAL in this regard shall be entitled to use the responses received or any information in connection with the entry in any media for future promotional, marketing, publicity and any other purpose, without any permission and or payment to the Participant.

(ii) All material submitted in connection with the Home Delivery interest (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of Participants are assigned to L'OREAL upon submission and become the property of L'OREAL exclusively. L'OREAL may use the material in any medium in any reasonable manner it sees fit. Copyright in any such material remains the sole property of L'OREAL.

14. L'Oreal assumes no liability or responsibility for: -
 - a) Any errors, omissions or inaccuracies of selection of Salon;
 - b) L'Oreal is not responsible for return of products
 - c) Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information that may be contained therein.
 - d) Any deletion of data or interruption or discontinuance of transmission to or from or through the Microsite
 - e) For any loss of data due to server issues and other technical faults that may come up.
15. Any dispute arising out of or in connection with the home delivery process shall be subject to the exclusive jurisdiction of the courts or forums in Mumbai only. The existence of dispute, if any, shall not constitute a claim against L'Oréal.
16. If a consumer is dissatisfied with the any content, the materials available related thereto, or with these terms and conditions, his/her sole and exclusive remedy is to not continue with the process.
17. These terms and conditions shall prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional or advertising materials for the offer. The terms and conditions can be altered if need by L'Oréal.