

Kérastase X Fusio-Dose Offer

Please read the detailed ***Terms and Conditions** before participating in the offer as titled above (“**Offer**”). Participation in the Offer shall be deemed to be acceptance of all the Terms and Conditions without any protest or demure. 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 participate in the Offer.

*TERMS & CONDITIONS Kérastase X Fusio-Dose Offer Offer

This Offer is brought to you by L'Oréal India Private Limited (“**L'Oréal**”) through its salon participating partners across India, who purchase and use L'Oréal Professionnel products (“**Salons**”).

1. **PARTICIPANT** - This Offer is meant for Indian nationals residing in India only at the time of purchase as well as gratification (“**Participant**”), except in the state(s) where it is banned or stated to be illegal by any state government. Minimum age to participate in this Offer is 18 (eighteen) years.

2. OFFER DETAILS

~~Vitamino Color Sealing treatment on any hair color service.~~
~~Complimentary Blow-Dry on every Fusio-Dose Plus Ritual~~

The above Offer is referred to as “**the Offer**” for the purpose of these Terms and Conditions.

- a. **Offer Period:** The Offer is valid from 1st ~~March-April~~ 2024 to 31st ~~April-December~~ 2024 (both registration and redemption of the services shall be completed by 30th April, 2024).
- b. The aforementioned services or the products shall be booked during the Offer Period via the following process:
 - i. A participant should scan the QR code in the Salon and register at <https://www.lorealssalonshop.co.in> by entering their name and phone number, and move to Registration page.
 - ii. During registration, the Participant enters their name and phone number and receive a voucher code on their phone via SMS.
 - iii. The Participant clicks on the “Redeem” option to enter the voucher code.

OR

 1. The participant sees an ad on social media and fills up a lead form
 2. During registration, the Participant enters their name and phone number and receive a voucher code on their phone via SMS.
 3. The Participant clicks on the “Redeem” option to enter the voucher code.
 - 4.
- c. Post redemption, the Participant can avail the service at the Salon and receive the complimentary service/products as per the Offer.
- d. The Participant is only entitled to the service of ‘~~Vitamino color sealing treatment~~’ **Fusio-Dose Plus**.
- e. ~~Hair color service and Vitamino color sealing~~ **Fusio-Dose** treatment should occur from same Salon on the same day.
- f. For every Participant phone number, only one registration and redemption are allowed.

3. REWARDS

This Offer and rewards are subject to all taxes, duties and levies, as applicable from time to time, under existing laws and regulations of India.

Participation in Offer and acceptance of the rewards constitutes permission to L'Oréal to use the Participant's name, relevant details and/or photographs for purposes of publicity, advertising and/or trade without further compensation or notice. L'Oréal reserves the right to use the Participant's names and Offer entries for promotion and post-coverage of the Offer on L'Oréal's social media platforms and other platforms.

5. L'Oréal reserves the right to extend, cancel, discontinue, withdraw, change, alter or modify the Terms and Conditions of the Offer or discontinue/amend this Offer, at its sole discretion, without any notice at any time during the validity of the Offer. No correspondence will be shared in this regard. L'Oréal shall not be responsible for any loss or damage, if it has to discontinue or cancel this Offer in compliance with any law, ruling, order, regulation, requirement or instruction of any Central/State Government, or for any other unavoidable reason beyond its control. Participants shall be informed of such discontinuance/cancellation as soon as possible.
6. All decisions with respect to this Offer, will be at the sole discretion of L'Oréal and the same will be final and binding. The Participant shall have no recourse to L'Oréal and/or its media / channel partners in this respect.
7. L'Oréal, its partner/ channel / media partners shall not be liable to pay for any additional cost of travel, stay, food and beverages, taxes or any other expenses incurred by the Participant in regard to the Offer and redemption of the reward and the same shall have to be borne by the respective Participant only.
8. This Offer is arranged through the Salons and L'Oréal 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 anything else whatsoever including but not limited to deficiency in service or quality.
9. 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'Oréal 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 email service providers. L'Oréal 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'Oréal shall not be liable or held responsible for the quality of service or any service discrepancy.
10. In consideration of L'Oréal allowing the Participants to take part in the Offer, to the maximum extent permitted by law, the Participants waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against L'Oréal, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the Offer or related to the Offer or the rewards of the Offer.
11. Employees / distributors / dealers / retailers of L'Oréal & the Salons are not eligible to participate in the Offer.
12. The Offer is subject to force majeure conditions. All warranties of any kind whatsoever, whether expressed or implied, are hereby expressly disclaimed by L'Oréal including, but not limited to, meeting of the Participants' requirements or aspirations, timeliness, security, lack of interruption, lack of errors, the results or reliability of the 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 Offer.
13. Pictorial description of the products as shown in the point of sale materials and in the advertisement/banner are for reference purposes only and L'Oréal is under no obligation to provide the same class of goods as depicted herein and in other point of sale material.
14. L'Oréal does not endorse the quality of any of the services being offered under the Offer. Any complaints or queries pertaining to the Offer would have to be taken up directly with L'Oréal Professionnel CAD team by email on LP.India@loreal.com or calling on 1800 22 4247 from Monday to Friday between 9 AM to 5.30 PM, except bank & national holidays within a period of 60 (sixty) days from the date of expiry of the Offer period.

15. To the extent legally permitted, L'Oréal excludes all conditions, warranties and guarantees, whether express or implied, as to the condition, suitability, quality, fitness or safety of any goods or services or rewards provided by it, other than those which cannot be legally excluded. Any liability we may have to the Participant under warranties implied by statute which cannot be

advisor.india@loreal.com or by writing to us at **L'Oréal India Private Limited**, A- Wing, 8th Floor, Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai – 400013.

17. 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 from the Participants shall vest solely and exclusively with L'Oréal at all times. L'Oréal or any person or entity permitted by L'Oréal 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 Offer (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'Oréal upon submission and become the property of L'Oréal exclusively. L'Oréal 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'Oréal.
18. L'Oréal assumes no liability or responsibility for:
- a. Any errors, omissions or inaccuracies of content or submissions;
 - b. Personal injury or property damage of any nature resulting from your access to, your exposure to or your participation in the Offer;
 - 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 Offer; or
 - e. Any loss of data due to server issues and other technical faults that may come up during the Offer period.
19. Any dispute arising out of or in connection with this Offer 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.
20. If a Participant commits any misconduct, fraud, cheating, misappropriation or any act lacking in good faith, L'Oréal reserves the right to disqualify such Participant, at its discretion.
21. If a Participant is dissatisfied with the Offer or the Offer rules and/or any content or any requirements of the Offer form, the materials available related thereto, or with these Terms and Conditions, his/her sole and exclusive remedy is to not participate in the Offer.
22. 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 needed by L'Oréal, at any time.