



PROMOTION TERMS

The Good Business Festival x L'Oréal BeautyTech For Good challenge

Article 1 - Purpose and Background

1. As part of its activities to connect and support an ecosystem of innovative tech for good start-ups, L'Oréal (U.K.) Limited, having its registered office at 255 Hammersmith Road, London, W6 8AZ, (the "**Promoter**" or "**L'Oréal**") is launching the L'Oréal BeautyTech For Good challenge (the "**Contest**") which will run in association with the Good Business Festival, organised by Liverpool City Council of Cunard Building, Water Street, Liverpool, L3 1AH (the "**Event Organiser**") and taking place in Liverpool between 7-9 July 2021 (the "**Event**").
2. No registration fees are required to participate in the Contest.
3. By entering the Contest, the representative ("**Representative**") of a start-up which wishes to enter as an applicant for the Contest ("**Candidate**") agrees on behalf of themselves and on behalf of the Candidate that they have read, understood and agree to be bound by these Contest terms and conditions ("**Terms and Conditions**"). Promotional materials relating to the Contest, including all information on how to enter the Contest, also form part of these Terms and Conditions. In the event of any conflict between any terms referred to in such Contest materials and these Terms and Conditions, these Terms and Conditions take precedence.
4. Please read these Terms and Conditions carefully as they are a legal contract between L'Oréal and each of the Representative and Candidate and govern Candidate's application to, and participation in, the Contest. By applying to the Contest, Representative and Candidate, jointly and severally:
 - a. agree to be bound by all the decisions of L'Oréal, any judging panel and any other official or service provider appointed by L'Oréal in connection with the Contest;

- b. represent that Representative is at least eighteen (18) years old and resident in the UK or Ireland;
 - c. represent, warrant and undertake that Candidate complies with, and will continue to comply with, the Eligibility Requirements (as set out in Article 3 below) and all applicable laws throughout the duration of the Contest, and if Candidate is successful in being selected for the Award, for the period during which Candidate uses the Award; and
 - d. represent and warrant that Representative has the full capacity and authority to enter into these Terms and Conditions as an authorised representative of Candidate and to bind Candidate (and be bound) to comply with these Terms and Conditions.
5. In these Terms and Conditions, the term "**L'Oréal Group**" shall mean L'Oréal, any entity directly or indirectly controlled by L'Oréal, any entity directly or indirectly controlling L'Oréal, and any entity placed under the same control as L'Oréal, including any holding company, subsidiary and joint venture from time to time.

Article 2 – Supplemental Terms and Policies

1. By submitting an application to the Contest, Representative is deemed to have, on behalf of themselves and also Candidate, read and understood:
 - (i) and agreed to, the Website's general terms and conditions governing the use of the Website available at www.thegoodbusinessfestival.com (the "**General Terms of Use**");
 - (ii) Event Organiser privacy policy (the "**Event Organiser Privacy Policy**") available at <https://thegoodbusinessfestival.com/privacy-policy/>; and
 - (iii) L'Oréal privacy policy (the "**L'Oréal Privacy Policy**") available at <https://privacy.loreal.com/UK/>.
2. If the provisions of the General Terms of Use conflict with the provisions of these Terms and Conditions, these Terms and Conditions shall take precedence.

Article 3 - Conditions for Participation

1. In order to be eligible to participate in the Contest, Representative must:
 - a. be a natural person at least 18 years of age and legally resident in the UK or Ireland; and
 - b. be a legal representative of the Candidate.
2. In order to be eligible to participate in the Contest, Candidate must:
 - a. be a start-up (i.e. it must be in the venture capital (VC) stages from pre-seed funding to Series B funding) in the UK or Ireland that aims to develop or has developed a scalable business model which has a track record of corporate clients, projects and use-cases; and/or
 - b. whose proposed solution answers to the challenge of developing digital innovations applicable to the beauty industry with a positive environmental or social impact;
 - c. have internet access to participate in the Contest; and

- d. not be owned by (either in whole or in part), be controlled by (either in whole or in part), or employ any individual who: (i) is an employee or agent of the Promoter, Event Organiser, or any of their subsidiaries or affiliated companies, or anyone otherwise connected with the operation or fulfilment of the Contest and/or (ii) has any immediate family or member of their household (including, but not limited to, a spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law) who is an employee or agent of the Promoter, Event Organiser, or any of their subsidiaries or affiliated companies, or anyone otherwise connected with the operation or fulfilment of the Contest.

(together with Article 3.1, the "**Eligibility Requirements**").

Article 4 – Applying to the Contest

1. The Contest commences on 00.01 BST on 5 April 2021 and all applications must be received by 23.59 BST on 13 June 2021 ("**Application Period**").
2. Contest applications must be made via: www.thegoodbusinessfestival.com (the "**Website**").
3. To apply to the Contest, Candidate's Representative must, during the Application Period, complete and submit an application form to the Contest hosted on the Website, which will require Candidate provide and submit certain information, including but not limited to:
 - a. information on Candidate's identity and contact information;
 - b. information on Candidate's business and details regarding its solution which answers the challenge of developing digital innovations applicable to the beauty industry with a positive environmental or social impact;
 - c. formal agreement to comply with these Terms and Conditions as well as the Eligibility Requirements; and
 - d. any other documentation that may be required by the application form on the Website to demonstrate Candidate's eligibility to enter the Contest.
4. If Candidate is subsequently shortlisted (in accordance with Article 5 below), it must be able to attend the space hosted by L'Oréal at the Event in connection with the Contest (the "**L'Oréal Lab**") at an allocated date and time to be determined by L'Oréal and notified to Candidate, but it will be during the Event, either in person (if permitted by coronavirus restrictions) or virtually in order to pitch its project (a five (5) minute 'elevator pitch') and discuss its application to the Contest further with the Final Jury (a five (5) minute Q&A session) ("**Pitch**").
5. The application to the Contest must be filled out in English. Applications that are not filled out in English may be disqualified. All Pitches must also be presented in English.
6. Once the application to the Contest has been submitted by Candidate, the Promoter (or Event Organiser or its subcontractors) will send Candidate an acknowledgement of receipt to the e-mail address indicated in the application form.
7. Only one application may be submitted per Candidate and only by one Representative per Candidate. In case of multiple applications relating to a same

Candidate, only one application will be taken into account by the Promoter which shall be the application that was submitted first according to submission time and date.

8. Applications submitted by any other means shall not be accepted. Use of script, macro or any automated system to apply to the Contest is prohibited and applications made (or which appear to have been made) using any such system may be treated as void. Any illegible, incomplete or fraudulent applications will be rejected. The Promoter and Event Organiser will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable applications.
9. Candidate agrees and acknowledges that the Promoter is entitled to disqualify Candidate if the Promoter (in its sole discretion) considers that Candidate or Candidate's application or affiliates could adversely affect the name, reputation or goodwill of the L'Oréal Group, its affiliates, or any other individuals and/or entities (the determination of which shall remain in the sole discretion of the L'Oréal Group).
10. Any applications which do not comply with the requirements of these Terms and Conditions, or which contain any third party intellectual property without prior informed consent from the rights holder, or which contain any abusive, inappropriate, offensive or obscene language or imagery will be disqualified. Examples of language/images considered to be inappropriate, offensive or obscene, include (but are not limited to): any message/image which contains (a) swearing; (b) comments or actions which appear to be discriminatory of any person, company or group of individuals, for example comments of a racist, sexist or homophobic nature; (c) sexual innuendo, sexual language or sexual acts, actions or gestures; (d) promoting any illegal unlawful activity such as drug use; (e) any materials (whether written or visual) that directly or indirectly relate to Promoter's competitor brands. Promoter shall disqualify any entries that have failed to abide by and/or are in breach of these Terms and Conditions.
11. At all times, L'Oréal reserves the right to require Candidate and/or Representative to prove that they are, and continue to be, eligible to enter the Contest, and Representative and Candidate agree to provide any such further information requested by L'Oréal (or any third party service provider acting on L'Oréal's behalf) (including, if required, obtaining such information from third parties) promptly and within the timeframes specified by L'Oréal (or any third party service provider acting on L'Oréal's behalf).

Article 5 - Review of the Application Forms and Pre-Selection

1. All eligible applications shall be examined by a panel composed of experts selected by the Promoter (the "**Reviewing Committee**"). The Reviewing Committee shall proceed to review each properly submitted application on the basis of these Terms and Conditions provided herein to consider whether they meet the stated requirements.
2. The Reviewing Committee shall select, from the applications deemed to be admissible, up to ten (10) candidates (each a "**Pre-Selected Candidate**," and jointly, the "**Pre-Selected Candidates**"), on the basis of the following qualitative criteria:
 - a. scale (or potential scale) of positive impact on business and society;
 - b. feasibility to test Candidate solution with L'Oréal; and
 - c. alignment to L'Oréal's 'Tech For Good' pillars:

Pillar 1: Protect the planet

- i. sustainable ecommerce models
- ii. reduce carbon footprint from digital activity
- iii. sustainable consumer practices through digital tech (reduce-reuse-recycle habits)
- iv. traceability and transparency from conception to lifecycle

Pillar 2: Build a sustainable and ethical digital ecosystem

- v. responsible algorithms & AI for equality
- vi. new data power models and transparency
- vii. responsible and ethical online practices e.g. anti-bullying, advertising
- viii. digital products or services that drive diversity, accessibility and inclusion

3. The Pre-Selected Candidates will be notified of their success in progressing to the next stage of the Contest process via the email address provided on application on or before 20 June 2021. Pre-Selected Candidates must confirm whether they are able to attend a Pitch either physically or virtually within the deadline notified to them by L'Oréal, and if any Pre-Selected Candidate rejects its Pitch or fails to notify L'Oréal within the deadline, it shall be deemed to have forfeited its Pitch and L'Oréal's reserves the right to select a replacement Pre-Selected Candidate from the remaining candidates in accordance with the criteria set out in Article 5.2 above. Candidates who have not been successful with their application will not be notified of this fact by Promoter or the Event Organiser.
4. The Pre-Selected Candidates shall each be granted the opportunity to participate in a Pitch during the Event. Each Pre-Selected Candidate shall be responsible for arranging and paying for travel and accommodation as well as any other costs incurred in order to attend the Pitch. If a Pre-Selected Candidate attends a Pitch virtually, it must have internet access and comply with any instructions provided to it by the Event Organiser (or a third party acting on its behalf) to enable it to participate in a Pitch.
5. The Reviewing Committee is not required to select a minimum number of Pre-Selected Candidates if the quality of the applications is not deemed to meet the relevant qualitative criteria and may therefore select less than ten (10) Pre-Selected Candidates.
6. All decisions of the Reviewing Committee are final and not subject to appeal by Candidate or Representative. Candidate acknowledges and agrees that the Promoter, Event Organiser, or any other party connected to the organisation of the Contest are not obliged to provide any information relating to the decisions for selecting Pre-Selected Candidates.

Article 6 - Conditions for Participating in the Pitch at the Event

1. Actual participation at a Pitch during the Event is contingent upon the following:

- a. the Pre-Selected Candidate must provide promptly to the Promoter all documents, items, and information supporting its application prior to the Event; and
 - b. the Pre-Selected Candidate must sign an image rights consent and release form to be provided by the Promoter to the Pre-Selected Candidate prior to the Event ("**Authorisation Form**").
2. To that end, the Promoter will send the Pre-Selected Candidates at the e-mail addresses indicated at the time of registration on the Website: (1) the Authorisation Form to be signed; and (2) a list of documents, items and support information being requested from the Pre-Selected Candidate in support of their application.
3. The Pre-Selected Candidate will then have a period of one (1) calendar week to return the following to the Promoter:
 - a. the Authorisation Form duly signed by the Pre-Selected Candidate; and
 - b. all requested documents, items, and support information, as applicable.
1. If the required documents, items, and support information are not returned within the prescribed period, the Promoter may, at its sole discretion, decide to exclude or disqualify the Pre-Selected Candidate in question from the Contest, without such exclusion entitling the relevant Pre-Selected Candidate to any compensation or indemnification.
2. If the Promoter so wishes, it may then decide to select a new or replacement Pre-Selected Candidate from among the candidates. Within the period set by the Promoter, this new Pre-Selected Candidate shall submit the appropriate documents, items, support information and Authorisation Form in accordance with these Terms and Conditions.

Article 7 - Selection of the Contest Winner

1. A jury composed of L'Oréal senior management and senior players within the ecosystem of start-ups (such as venture capital partners, incubators, accelerators, etc.) (the "**Final Jury**") shall examine the application initially made by the Pre-Selected Candidates, and attend each Pre-Selected Candidates' Pitch during the Event at the L'Oréal Lab. The purpose of the Pitch is to give the Pre-Selected Candidates the opportunity to present their projects to the Final Jury in a limited time of five (5) minutes per Pre-Selected Candidate. After all the Pitches have been conducted, the Final Jury will select among the Pre-Selected Candidates the Contest winner (the "**Contest Winner**"), on the basis of the qualitative criteria set out in Article 5.2 above.
2. The decision of the Final Jury shall be final. No appeal shall be admitted. Candidate acknowledges and agrees that the Promoter or any other party connected to the organisation of the Contest are not obliged to provide any information relating to the decisions for selecting the Contest Winner.
3. The Final Jury is not required to select a Contest Winner if the quality of the applications and/or Pitches are not deemed to meet the relevant qualitative criteria. Similarly, the Final Jury reserves the right to grant any other award or special mention to any candidate at its sole discretion.

Article 8 - Announcement of the Name of the Contest Winner and Presentation of the Award

1. The name of the Contest Winner shall be announced following the conclusion of all the Pitches and during the Event on 9 July 2021 and/or in a press release issued by the Promoter that will be available on the Website, on the Promoter's company website, and/or by any other means determined by the Promoter. All Pre-Selected Candidates must be present for the announcement of the Contest Winner either physically or virtually. The Promoter reserves the right to inform the Contest Winner personally, subject to the Contest Winner undertaking to keep this information confidential until the official public announcement by the Promoter.
2. If the Contest Winner subsequently refuses the Award, L'Oréal reserves the right to award the Award to another Pre-Selected Candidate in accordance with the selection criteria set out in these Terms and Conditions . If the Contest Winner fails to provide the requested details to claim the Award within ten (10) days after initial contact being made to notify the Contest Winner that they have won the Award, L'Oréal reserves the right to award the Award to another Pre-Selected Candidate in accordance with the selection criteria set out in these Terms and Conditions.
3. The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation, the Promoter will publish the Contest Winner's details and, if applicable, its winning entry on <https://thegoodbusinessfestival.com> before 30th August 2021.
4. If Candidate is selected as the Contest Winner, it shall promptly notify L'Oréal if any of its employees have any immediate family or member of their household (as defined in Article 3.2.d) who is an employee or agent of a competitor of L'Oréal.

Article 9 - Nature of the Award

1. The Contest Winner shall receive the following award (the "**Award**"): a four month acceleration programme which includes:
 - a. a minimum of five (5) hours of mentorship;
 - b. exposure to the senior leadership team of L'Oréal, media and venture capitalists;
and
 - c. connections to L'Oréal teams and opportunities of partnership.
2. The Contest Winner should allow up to sixty (60) days for the Promoter to start providing the Award.
3. The Award is strictly personal and may not be transferred to or used by any person or corporate entity other than the Contest Winner. The Contest Winner may not assign or transfer the rights and obligations derived from the Award to a third party.
3. The Award is as stated, it is not transferable and there is no alternative prize or cash substitute. The Promoter reserves the right to substitute a prize of equal or greater value in the event that the Award is unavailable for any reason whatsoever.
4. The Award does not convey any obligation for the Promoter nor any of the L'Oréal Group entities to conclude any agreement with Contest Winner nor does it create any exclusive relationship between Promoter nor any of the L'Oréal Group entities and the Contest Winner.
4. By submitting an application, Candidate understands that they will not receive any compensation or offer other than what is described in these Terms and Conditions.

5. The Contest Winner forfeits the Award and the Promoter reserves the right to select an alternative winner from the Pre-Selected Candidates in accordance with the selection criteria set out in these Terms and Conditions if:
 - a. if the Award is rejected by the Contest Winner; or
 - b. if the Contest Winner is disqualified or in breach of these Terms and Conditions.
6. For the avoidance of doubt, neither the Promoter, the Event Organiser, nor any of the L'Oréal Group entities shall be obligated to cooperate or pursue any contacts with the candidates or the Pre-Selected Candidates after the Event.
7. To the fullest extent permissible under applicable law, Candidate is responsible for paying all associated costs that are not specifically stated in these Terms and Conditions, including (where applicable) bank charges, national and/or local tax liabilities incurred in claiming or using the Award, as well as any interest, penalties and addition to tax. L'Oréal reserves the right to deduct and withhold any sums granted under the Contest where required by applicable law. Candidate will on demand indemnify L'Oréal against any such amounts, including any interest and penalty which may be incurred by reason of the failure to make such payments, deductions or withholdings.

Article 10 - Calendar

The various deadlines and dates set out in these Terms and Conditions are provided solely as an indication. They may be changed at the discretion of the Promoter if circumstances so require. The Promoter may also curtail, suspend, postpone, modify, or cancel the organisation of the Contest without liability (subject to the provisions set out in Article 15) to Candidate arising therefrom, even at the stage when the Contest Winner is being selected by the Promoter.

Article 11 - Intellectual Property

1. By agreeing to participate in the Contest, Representative and Candidate (which, for the purposes of this Article, shall also include by reference the Contest Winner) expressly grants the Promoter, the Event Organiser and any entity within the L'Oréal Group, free of charge, an irrevocable, non-exclusive, assignable, perpetual, royalty-free, and worldwide licence to use, copy, reproduce, distribute, exploit, modify, alter publish, broadcast or communicate all or part:
 - a. the information provided in Candidate's application to the Contest, including any content submitted in support of the application (if any);
 - b. any intellectual property rights vesting in Candidate's application to the Contest;
 - c. the elements of graphic representation of Candidate including but not limited to any brands, business names, logos, trademarks;
 - d. the name, images, photos or videos of Representative or any of the other founders, leaders and/or directors of Candidate; and
 - e. any other intellectual property of Candidate that is otherwise not confidential or commercially sensitive in nature in nature that the Representative or Candidate may grant rights over

(together, the "**Candidate Information**")

by any means, on any medium and by any process (television, radio, publicity, publishing, catalogue, brochure, press, promotional materials, internet, intranet, social networks such as Facebook, Instagram, Twitter) in any place of its choice, for the purposes of:

- a. organising, operating and promoting the Contest, the Event Organiser and the L'Oréal Group's brand(s);
 - b. selecting and assisting in the selection of the Pre-Selected Candidates and the Contest Winner; and
 - c. promoting or making any communications about or in connection with the Event and/or Contest, prior to, during and after the Event, including but not exclusively in connection with announcing the results of the Contest.
2. Any financial data provided by Candidates in their application will remain confidential.
 3. Candidate and Representative acknowledge and agree that nothing contained in these Terms and Conditions obliges the Event Organiser, the L'Oréal Group and its affiliates to make any use of the Candidate Information and hereby waive any right to inspect or approve any such use of the Candidate Information.
 4. For the purposes of the organisation of the Contest, Representative and Candidate guarantee to the Promoter and the Event Organiser:
 - a. that Representative and Candidate have all the rights and consents necessary to grant the rights provided for this Article 11, and that all Candidate Information, and any use of such Candidate Information, complies with all applicable laws, rules and regulations and does not infringe or otherwise violate the intellectual property or other rights of any third party;
 - b. they undertake to carry out the necessary actions to maintain, and, if applicable, renew these rights, bearing any costs related to these actions;
 - c. that they hold all intellectual property rights and authorisations, allowing them to upload their application to the Website and be used throughout the Contest as well as after the Contest for the purposes and uses set out in these Terms and Conditions;
 - d. if applicable, they have been duly authorised by anyone who may have contributed to creating the application to upload it and that such application fully complies with these Terms and Conditions and applicable law; and
 - e. the Candidate Information is not the object of (or anticipated to be the object of) any claim or actions of infringement, invalidity, revocation, or recovery.
 5. Representative and Candidate agree that the Candidate Information:
 - a. does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any person, living, or dead without permission (proof of which must be provided to the L'Oréal Group or the Event Organiser upon request);
 - b. does not include trade marks, logos, or copyright protected material which belongs to third parties without permission (including, but not limited to, company names, music, photographs, motion picture or television programme clips or audio tracks, works of art, or images published on or in websites, television, movies, or other media);

- c. is not subject to any third party agreements and the L'Oréal Group or the Event Organiser will not be required to pay or incur any sums to any person or entity as a result of its use (as set out in these Terms and Conditions) or the exploitation of the idea or video or rights therein;
 - d. does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of the Event Organiser, the L'Oréal Group, and (in each case) its affiliates, or any other individuals and/or entities (the determination of which shall remain in the sole discretion of the L'Oréal Group);
 - e. does not contain pornographic or sexual content, hateful or discriminatory content of any kind (including racism, sexism, etc.);
 - f. does not contain content which promotes violence or harm to another living creature or any other offensive, obscene or inappropriate content (the determination of which shall remain in the sole discretion of the L'Oréal Group);
 - g. does not include threats of any kind or anything that may intimidate, harass, or bully anyone, or invade the privacy of any person (the determination of which shall remain in the sole discretion of the L'Oréal Group);
 - h. does not violate any applicable local state, provincial, national or international law or include any content that would encourage or provide instructions for a criminal offence;
 - i. does not feature, refer to, or mention any brands competing with the L'Oréal Group or its affiliates; and
 - j. does not contain any known virus, trojan horse, worm, trapdoor or similar software that may in any way infect or affect any of the Event Organiser's or the L'Oréal Group's hardware or software systems, including the Website. L'Oréal reserves the right to remove or temporarily suspend from the Contest any candidate or Candidate Information submitted if they suspect any breach of these Terms and Condition or if they receive any complaint from a third party relating to such candidate or Candidate Information.
6. Representative and Candidate guarantee that each entity within the L'Oréal Group and the Event Organiser may use the content of the application to the Contest for the purposes defined in these Terms and Conditions without infringing any third party rights.
7. Representative and Candidate agree to participate in, and diligently follow the reasonable instructions of, the Promoter or the Event Organiser (as relevant), in relation to any promotional activity relating to the Contest or Event which may also include the use of Candidate Information. Such promotional activity may include, without limitation, a requirement for the Candidate to assist the Promoter or the Event Organiser with devising publicity or marketing materials relating to the Contest or Event, and diligently promoting the Contest, Event, Promoter or the Event Organiser on any of the Candidate's social media accounts as directed by the Promoter or the Event Organiser (as relevant). Representative and Candidate also agree to diligently engage with certain communities involving the general public or specific stakeholders at the L'Oreal Group's or the Event Organiser's (as relevant) reasonable direction.

8. Representative and Candidate also agree that the Promoter and Event Organiser may modify any such content referred to Candidate Information to fit in context with the relevant usage, whilst maintaining its original sentiment. The Promoter and Event Organiser claim no ownership over the intellectual property rights of the application submitted by Candidate.
9. All intellectual property rights vesting in the Website and the Contest shall remain the property of the L'Oréal Group or the Event Organiser as appropriate, and nothing in these Terms and Conditions shall be deemed or construed as an assignment by the L'Oréal Group or the Event Organiser to Representative or Candidate of any intellectual property rights owned by the L'Oréal Group or the Event Organiser respectively. Representative and Candidate agree that they will not remove, alter or obscure any copyright, trade mark, service mark, or other intellectual property rights in or accompanying the Website and the Contest.
10. The Promoter and/or the Event Organiser may decide to produce an audiovisual and/or photographic news story, which will be publicly released, about the Contest Winner, and the Contest Winner undertakes to make themselves available and to participate in in any such publicity.

Article 12 - Personal data

1. Participation in the Contest requires the submission of personal data relating, in particular, to the identity of Representative (including names, mailing and correspondence addresses, phone numbers, etc.) (collectively the “**Personal Data**”).
2. The Promoter and Event Organiser use such Personal Data to manage the Contest and the participation of the candidates. For more information about how L'Oréal uses Personal Data, please see L'Oréal Privacy Policy.
3. By entering the Contest, Representatives acknowledge that their Personal Data may be used by the Promoter, the Event Organiser and (in each case) its suppliers to administer the Contest. The Promoter may contact entrants by email, post, phone, SMS or other means in relation to the Contest.
4. The Event Organiser uses such Personal Data to manage the application submitted by Representative on the Website in order to validate their participation and for any other purposes identified by the Event Organiser in the Event Organiser Privacy Policy available at <https://thegoodbusinessfestival.com/privacy-policy/>.
5. For any concerns about how the Promoter treats and uses Personal Data for the organisation of the Contest, or to exercise any of the rights pursuant to applicable laws and regulations relating to such treatment and use by the Promoter, Representative may contact L'Oréal Data Protection Officer at dpo@loreal.com or by writing to:

L'Oréal UK and Ireland– Legal Department

255 Hammersmith Road

London, W6 8AZ
6. For any concerns about how the Event Organiser treats and uses Personal Data for purposes defined by the Event Organiser, or to exercise any of the rights pursuant to applicable laws and regulations relating to such treatment and use by the Event Organiser, Representative may address their request to: Liverpool City Region

Combined Authority, No 1 Mann Island, Liverpool, L3 1BP (tel: 0151 330 1005)
(email: info@liverpoolcityregion-ca.gov.uk).

Article 13 - Internet

Neither the Promoter or the Event Organiser are responsible for any malfunction of the Website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed applications due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections or technical malfunction(s), which may limit Candidate's ability to participate in the Contest.

Article 14 - Candidate Independence and Conflict of Interest

1. The L'Oréal Group and the Event Organiser shall in no way interfere with how Representative manages its activities or exercise control over Candidate. In addition, no right over the content of the application shall be transferred to the L'Oréal Group or the Event Organiser, except for the provisions of Articles 11 and 12 above. No relationship of subordination of any kind may be established between the L'Oréal Group and Representative and Candidate, or the Event Organiser and Representative and Candidate.
2. Under no circumstances, and by no means, shall Representative be considered as an agent, employee, or associate of the L'Oréal Group or the Event Organiser. Participation in the Contest does not grant Representative any authority, title or right to represent themselves as representatives of the L'Oréal Group or the Event Organiser or to act in any way in the name of or on behalf of the L'Oréal Group or the Event Organiser.

Article 15 - Liability

1. Neither the Promoter or the Organiser shall be in breach of these Terms and Conditions or otherwise liable to any party by reason of any delay in performance or non-performance of any of their obligations under these Terms and Conditions to the extent that such delay or non-performance is due to any circumstances beyond the Promoter's or the Event Organiser's reasonable control (including but not limited to fire, flood, earthquake, elements of nature, acts of God, pandemic, governmental action, acts of war, terrorism, riots, civil disorders, rebellions and revolutions, failures of power or other utilities).
2. Subject to Article 15.5, the Promoter and the Event Organiser (either jointly or individually) shall not be liable to any party in the following cases:
 - a. for any loss of profits and of business, loss of reputation or any other loss suffered by Representative or Candidate (whether arising from tort including negligence, breach of contract or otherwise or for any damage, loss, liabilities, injury or disappointment incurred or suffered whatsoever) in connection with participating in the Contest and/or the Event in each case regardless of whether any of these losses or damage are direct, indirect or consequential;
 - b. for any losses for not having selected Candidate;
 - c. for any delays in providing the Award to Candidate;
 - d. if Candidate is not able to receive the Award at all or may only receive part of it, due to circumstances beyond the control of the Promoter or the Event Organiser;
 - e. in the event of cancellation, termination, suspension or modification of the Contest, the Event or these Terms and Conditions;
 - f. for the disqualification of any application or Candidate;

- g. in the case of the Candidate and the Contest Winner, any compensation for loss of earnings for participation in any aspect of this Contest;
 - h. for any breach of the law by Representative or Candidate;
 - i. for any false or misleading information contained in an application provided by Representative; and
 - j. for any loss or damage due to the use of the Website.
3. Subject to Article 15.5 below, the Promoter's maximum aggregate liability arising out of or in connection with these Terms and Conditions and the Contest, whether in contract, tort (including negligence) or otherwise, shall not exceed one hundred British Pounds (£100).
4. Subject to Article 15.5 below, the Event Organiser's maximum aggregate liability arising out of or in connection with these Terms and Conditions and the Contest, whether in contract, tort (including negligence) or otherwise, shall not exceed one hundred British Pounds (£100).
5. Nothing in these Terms and Conditions shall limit or exclude liability for:
 - a. any party's liability for death or personal injury caused by its negligence;
 - b. any party's liability for fraud or fraudulent misrepresentation; or
 - c. any party's liability that cannot, as a matter of law, be limited or excluded.
6. Candidate agrees to indemnify the Promoter, the Event Organiser and the L'Oréal Group, and their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, representatives, partners and licensors (collectively the "**Indemnified Parties**") and keep the Indemnified Parties indemnified in full on demand and hold them harmless against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines attributable to any act, omission, default, delay, negligence or breach of statutory duty by or on the part of Candidate or Representative and suffered or incurred by the Indemnified Parties arising out of or in connection with:
 - a. any claim made against any of the Indemnified Parties by a third party arising out of or in connection with Candidate's Candidate Information, including but not limited to, any claim that the Candidate Information infringes a third party's intellectual property rights or any other rights (including, but not limited to, rights of privacy);
 - b. Candidate's or Representative's failure to comply with any applicable laws, rules or regulations; and
 - c. Candidate's or Representative's actual or alleged breach of any provision of these Terms and Conditions.
7. The obligations in this Article 15 shall survive the expiry of termination of these Terms and Conditions (howsoever arising).

Article 16 - Severability of the Clauses

If one of the clauses in these Terms and Conditions is declared null or unenforceable, in whole or in part, by virtue of any provision of applicable law, such clause shall be considered void, and such nullity or unenforceability shall not affect the other clauses herein.

Article 17 - Applicable Law and Dispute Resolution

The Contest and these Terms and Conditions will be governed by the laws of England and Wales. Any legal actions, suits or proceedings relating to the Contest and/or the Terms and Conditions (whether in breach of contract, tortious conduct, or otherwise) will be brought exclusively in the English courts, and Representative and Candidate accept and irrevocably submit to the jurisdiction of the English Courts. Participation in the Contest implies acceptance of these Terms and Conditions without reservation or restriction.

Article 18 - Miscellaneous

1. L'Oréal reserves the right to modify, cancel, terminate or suspend the Contest in whole or in part, at its sole discretion and with prior notice, including if it believes the Contest is not capable of being conducted as specified within these Terms and Conditions or in the event of a virus, a computer bug or unauthorized human intervention or any other cause that is beyond the reasonable control of L'Oréal that could corrupt or affect the administration, security, impartiality or normal course of the Contest.
2. If Candidate or Representative applies or attempts to apply to the Contest in a manner, which in L'Oréal's reasonable determination is contrary to these Terms and Conditions or by its nature is unjust to other candidates (including without limitation tampering with the operation of the Contest, cheating, hacking, deception or any other unfair practices such as intending to annoy, abuse, threaten or harass any other candidates or L'Oréal, the Event Organiser and/or any of its agents or representatives), Candidate may be rejected from the Contest at L'Oréal's sole discretion. Furthermore, where such actions have significantly impaired Contest, L'Oréal may, at its sole discretion, add further stages to the Contest as it deems necessary in order to resolve any problems arising as a result of such actions.
3. All L'Oréal's and any third party service provider's decisions in relation to the Contest are final and L'Oréal will not enter into any correspondence with Representative or Candidate.
4. L'Oréal reserves the right to modify these Terms and Conditions, in whole or in part, at its sole discretion. Any updates will be posted on the Website and continued participation in the Contest by Candidate will constitute acceptance by Representative and Candidate of such changes. Representative agrees to check the Website regularly to view the current version of these Terms and Conditions.
5. Except as expressly provided in these Terms and Conditions, the rights, powers and remedies conferred on any party by these Terms and Conditions are cumulative and are additional and without prejudice to any right, power or remedy which it may have under general law or otherwise.
6. These Terms and Conditions set out the entire agreement and understanding between Candidate, Representative and L'Oréal and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of these Terms and Conditions.
7. Candidate and Representative each acknowledge that they have entered into these Terms and Conditions in reliance only on the representations, warranties, promises and terms contained or expressly referred to in these Terms and Conditions and, save as expressly set out in these Terms and Conditions, L'Oréal shall not have any liability in respect of any other representation, warranty or promise made prior to the date of these Terms and Conditions unless it was made fraudulently.
8. Candidate and Representative may not assign, transfer, charge or otherwise encumber, or deal in any other manner with these Terms and Conditions or any right,

benefit or interest under them, or sub-contract any of their obligations under them, without the prior written consent of L'Oréal. All of L'Oréal's rights and obligations under these Terms and Conditions are freely assignable by L'Oréal.

9. Unless otherwise stated in these Terms and Conditions (including in respect of the L'Oréal Group and the Event Organiser), no express condition of these Terms and Conditions nor any term implied under them is enforceable by any person who is not a party to them.
10. No single or partial exercise, or failure or delay in exercising any right, power or remedy by L'Oréal shall constitute a waiver by L'Oréal of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms and Conditions or otherwise.
11. Candidate and Representative shall execute such documents and take such steps as L'Oréal may reasonably require to fulfil the provisions of and to give to L'Oréal the full benefit of these Terms and Conditions.
12. L'Oréal reserves all rights not expressly granted under these Terms and Conditions.

Article 19 - Contact details

Any correspondence with the Promoter with respect to the Contest should be addressed to: hello@thegoodbusinessfestival.com.