

L'ORÉAL PROFESSIONNEL INDIAN HAIRDRESSING AWARDS

Please read the detailed ***Terms and Conditions** before participating in the contest as titled above (“**Indian Hairdressing Award**”/ “**IHA**” / “**Contest**”). Participation in the Contest 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 Contest.

***TERMS & CONDITIONS**

This Contest is brought to you by L'Oréal India Private Limited (“**L'Oréal**”).

1. **PARTICIPANT** - This Contest is meant for Indian nationals residing in India only at the time of participation 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 Contest is 18 (eighteen) years. This Contest is open only to the hairdressers of a salon registered with L'Oréal that buys or uses L'Oréal Professionnel products (“**Salons**” / “**Hairdressers**”)
2. **CONTEST PERIOD:** The Contest will start on 1st September, 2023 and shall be open until 31st March, 2024.
3. **CONTEST DETAILS**
 - a. A Hairdressers can participate in IHA by submitting before & after entries of models based on this year's color, cut & style challenge i.e. Meta-morphosis.
 - b. There is no entry fee for participation & the Hairdressers can submit unlimited entries.
 - c. Entries i.e. images have to submitted on the website, <https://styleandcolourtrophy.lorealprofessionnel.com/country/iha> (“**Website**”) along with the following details:
 - Name and Surname of the Hairdresser;
 - Salon Name;
 - Salon Location;
 - Email address of the Hairdresser;
 - Mobile number; and
 - Date of birth.
 - d. Entries on the Website can be made with effect from 1st September, 2023 till 30th September 2023.
 - e. **Round 1**
 - i. All entries will be judged by an internal panel of experts at L'Oréal.
 - ii. For evaluation, only one entry per Hairdresser will be considered, which is the best of all entries submitted by that Hairdresser as per sole discretion of L'Oréal.
 - iii. A maximum of 12 entries per region will be shortlisted for 8 regions (North 1/ North 2/ East/ Central/West 1/ West 2/ South 1/ South 2). These shortlisted Hairdressers will be referred as “Regional Finalists”.
 - iv. Regional Finalists will receive Certificates, naming them & the Salon from which they participated from and a professional hairdressing toolkit curated by L'Oréal Professionnel.
 - f. **Round 2**
 - i. Regional Finalists will compete in a regional technical round between November, 2023 & December, 2023, as may be intimated by L'Oréal at L'Oréal academies;
 - ii. These Regional Finalists will be evaluated by an independent jury appointed by L'Oréal.
 - iii. The best regional finalists i.e. minimum of 8 & maximum of 12 from the pool of Regional Finalists will be selected as “National Finalists”.
 - iv. These National Finalists will be assigned an Artistic Ambassadors who are well established in this field, as selected and nominated by L'Oréal, as their mentors to prepare them for Round 3 i.e. Reality Competition Show.
 - g. **Round 3**
 - i. National Finalists will be part of the production of 6 episodes of a Reality Competition Show sponsored by L'Oréal.
 - ii. National Finalists will need to be present for recording, post-production work, promotional support, if any, as and when intimated by L'Oréal.
 - iii. 5 episodes will be pre-recorded with the National Finalists part of ‘weekly’ challenges from ‘Celebrity Judges i.e. qualified judges of good repute from fields of art, fashion makeup, hair & styling.
 - iv. 1 episode to be broadcast in digital platform as the Live Grand Finale of IHA.
 - v. The Live Grand Finale of IHA will announce the winners of IHA i.e. 1 main winner, 1 first runner-up, 1 second runner-up.
 - vi. Winners will be announced based on scores received from ‘Celebrity Judges’ as well as consumer voting on website/toll free/OTT platform functionality.
 - h. The Participants/Winners shall be informed about their selection and for any other information by L'Oréal at the phone number registered with L'Oréal, provided at the time of registration. In the event the phone is not picked up twice or the person is not reachable twice, the selection/reward shall be forfeited.

4. REWARDS

The winners of Round 3 will get the following:

- a. Hair artistry debut to crores of viewers;
- b. The looks created by 3 winners to be part of exclusive & leading beauty digital publication in partnership with L'Oréal Professionnel; and
- c. Education seminars complimentary
 - Winner: Education seminar worth Rs. 2,00,000
 - 1st runner-up: Education seminar worth Rs. 1,50,000
 - 2nd runner-up: Education seminar worth Rs. 1,00,000

The time, venue of the education seminar shall be solely at the choice of L'Oréal. This Contest and rewards are subject to all taxes, duties and levies, as applicable from time to time, under existing laws and regulations of India.

5. Participation in Contest 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 Contest entries for promotion and post-coverage of the Contest on L'Oréal's social media platforms and other platforms.
6. The participation in the Contest is purely voluntary and the same shall be construed as an acceptance of the Terms and Conditions stipulated herein. L'Oréal reserves the right to substitute the rewards contested at any point of time. L'Oréal shall not be responsible for any loss, injury or any other liability arising out of participation in the Contest. There are no cash alternatives for the rewards and they cannot be exchanged for cash any other product at any point nor transferred to someone else. L'Oréal will not be responsible for wrong contact details provided by the Participants or for the failure of the communication links. The Participants are not permitted to participate in any subsequent publicity related to Contest, unless such publicity is organized by L'Oréal. This Contest cannot be clubbed with any other Contest going on at that time.
7. L'Oréal reserves the right to extend, cancel, discontinue, withdraw, change, alter or modify the Terms and Conditions of the Contest or discontinue/amend this Contest, at its sole discretion, without any notice at any time during the validity of the Contest. 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 Contest 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.
8. If called upon, the Participant will have to submit valid Identity and address Proof (PAN Card / Voter Card / Ration Card / Passport / Driving License, etc.) to L'Oréal.
9. All decisions with respect to this Contest, 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.
10. 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 Contest and redemption of the reward and the same shall have to be borne by the respective Participant only.
11. This Contest is arranged by L'Oréal who 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.
12. 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.
13. In consideration of L'Oréal allowing the Participants to take part in the Contest, 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 Contest or related to the Contest or the rewards of the Contest.
14. Employees / distributors / dealers / retailers of L'Oréal & the Salons are not eligible to participate in the Contest.
15. The Contest 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 Contest, 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.

16. 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.
17. Any complaints or queries pertaining to the Contest 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 Contest period.
18. 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 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.

19. DATA PRIVACY

By participating in this Contest/Contest, the Participant agrees to the privacy policy as appearing in the <https://www.lorealprofessionnel.in/privacy-policy>. You can unsubscribe or opt out of our direct marketing communication at any time. It is easiest to do this by clicking on the "unsubscribe" link in any email or communication we send you. Otherwise, you can contact us using contact detail below.

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.

20. 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 Contest (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.
21. 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 Contest;
 - 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 Contest; or
 - e. Any loss of data due to server issues and other technical faults that may come up during the Contest period.
 22. Any dispute arising out of or in connection with this Contest 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.
 23. 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.
 24. If a Participant is dissatisfied with the Contest or the Contest rules and/or any content or any requirements of the Contest form, the materials available related thereto, or with these Terms and Conditions, his/her sole and exclusive remedy is to not participate in the Contest.
 25. These Terms and Conditions shall prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional or advertising materials for the Contest. The Terms and Conditions can be altered if needed by L'Oréal, at any time.