

USER GENERATED CONTENT TERMS & CONDITIONS **(“Terms”)**

These Terms govern the use of videos, photos, social media user names, profile pictures, comments and / or location information that may be included in this content, as well as the use by NYX Professional Makeup ("Brand") of any other content posted by users of these social networks with relevant hashtags (as defined below) ("User Generated Content" or "UGC"), respectively by L'OREAL ROMANIA SRL, based in Calea Floreasca, no .169 A, Building A, floor 6, district1, Bucharest, registered with the Trade Register under no. J40 / 6064/1997, Sole Registration Number RO 9638038 ("Brand").

If the users of the social network who are contacted on behalf of the Brand, reply with [#DAnyxcosmeticsro](#), it will be considered that they have read and agreed to these Terms.

By replying with [#DAnyxcosmeticsro](#), users agree with the following:

They assign to the Brand a non-exclusive, transferable right to use the UGC, free of charge, on the official Profiles of the Brand on social networks, respectively <https://www.facebook.com/NYXCOSMETICSRo/> & https://www.instagram.com/nyxcosmetics_romania/, which is / are owned by the Brand.

The right to use the UGC, in particular the copyright, is granted for the entire legal term of the intellectual property rights, in accordance with the applicable international laws and conventions.

The users hereby authorize the Brand to use their username, real name, image, visual representation, or any other identifying information in connection with any use of the UGC. The use of these personal rights is granted for the same period and for the same social backgrounds mentioned in the previous provisions.

The Brand is authorized to post and / or repost the UGC, in whole or in part, or to use, display, reproduce, distribute, transmit, combine with other materials, modify and / or edit the UGC in any way it considers that it is appropriate (maintaining its original meaning), to the extent permitted by applicable law and without any obligation to users.

The Users acknowledge and agree that: (i) they own all rights in connection with the UGC and / or that they have the consent of a person (or persons) who own the intellectual property or personal rights in connection with the UGC for to assign these rights; (ii) that they, like any other person appearing in the UGC, are over 18 years of age; and (iii) the use of their UGC by the Brand will not violate any law or infringe the rights of third parties.

The Brand is authorized to disclose the identity of the user of any third party who claims that the UGC infringes its rights.

If the UGC contains a personal recommendation or experience regarding the Brand's products or services, the users agree that this recommendation or experience will represent their actual opinion of the Brand's products arising from their use.

The Brand hereby informs the users that the social networks on which the users post their UGC are owned by third

parties and that, consequently, the posting and use of the UGC through such social networks will be governed by the Terms of Use defined by these third parties. Therefore, the Brand will not be held liable as long as it uses the UGC in accordance with the Terms of Use defined for a particular social network, including, without limitation, the scope and duration of the authorized rights and the removal of the UGC . The responsibility for resolving any request received from third parties regarding the use of the UGC in accordance with the Terms of Use defined by social networks, rests with the users.

As the UGC may be searchable via the internet browser and therefore accessible to third parties, the users confirm and agree that the UGC may be subject to "viral" communication on third party sites and profiles and that the Brand will not be held liable for any such request, complaint or action in this regard.

The Brand will use any existing personal data within the UGC in accordance with and based on these Terms. The UGC will remain on the official profiles of the Brand for 3 years. Personal data will be deleted after the fulfillment of the specified term in the Terms, but not later than 3 years from the date on which the User has expressed his/her consent to use the UGC, implicitly with these Terms. This is without prejudice to situations where there are legal storage obligations or limitation periods that must be respected, when we must keep some of the User's personal data for a longer period to comply with applicable law. The user has the right to withdraw his/her consent at any time by sending a request to the e-mail address dpo.ro@loreal.com. The Brand will delete the UGC within 15 days from the date the User notifies the Brand that it wishes to withdraw the consent to these Terms. The User can request at any time the access, modification or deletion of his/her personal data, by sending a request to the e-mail address dpo.ro@loreal.com. More information on how L'Oréal processes personal data and the rights that the User has regarding personal data can be found here: <https://bit.ly/NYXROPrivacyPolicy>.

To avoid any misunderstandings, by accepting these Terms, the users acknowledge and agree that the Brand will not pay any compensation, remuneration or damage for the use of their UGC and / or for any other intellectual property rights in connection with the UGC. If users change their mind about sharing and distributing their UGC or do not want the Brand to continue to use it, they can send an e-mail to dpo.ro@loreal.com