

SEPHORA

TERMS OF USE

Last updated: 7/8/2022

These Terms of Use (hereinafter referred to as 'TOU') have been drafted to govern the use of the service provided and the website, which can be accessed at the following address: www.sephorawishingyou.com.

Users of the website must read and agree to the TOU before recording a video message by ticking the box provided for this purpose on their first visit to the website.

By agreeing to these TOU, they undertake to use the service accordingly.

ARTICLE 1 - LEGAL NOTICE

Publisher of the website:

TOX, SARL (limited liability company) with capital of €10,000, registered in the Trade and Companies Register of Lyon under number 832933675, whose registered office is located at 13 rue Général Plessier – 69002 – Lyon, support@takeoffxp.com.

Publication Director: Jean-Christophe Bard

Web host: Amazon Web Services LLC, P.O. Box 81226, Seattle, WA 98108-1226
<http://aws.amazon.com> (on servers located in France).

ARTICLE 2 - DEFINITIONS AND PURPOSE

The following terms in capital letters will have the meaning given below:

- **CODE:** means the unique code generated automatically and randomly when the GIVER creates a personalized video on the WEBSITE. This CODE must then be recorded by the GIVER on the PRODUCT. The RECIPIENT enters this CODE on the WEBSITE to access the personalized video created by the GIVER. This CODE is confidential and for personal use.
- **DATA:** means all personal DATA collected while using the SERVICE (including the MESSAGE created by the GIVER).
- **MESSAGE:** means the personalized video created by the GIVER. This MESSAGE is recorded by the GIVER on the WEBSITE after scanning the QR CODE on the PRODUCT.
- **GIVER:** means the person who purchases a PRODUCT and uses the SERVICE to record a personalized video message.
- **PRODUCT:** means some products in the Sephora Collection Christmas 2022 range with a QR CODE. These PRODUCTS are only sold in Sephora stores and on the brand's websites.
- **QR CODE:** means the short response code on the PRODUCTS. The SERVICE can be accessed by both the GIVER and the RECIPIENT through this QR CODE.
- **RECIPIENT:** means the person who receives the PRODUCT and can view the MESSAGE left by the GIVER by entering the CODE.
- **SERVICE:** means the service provided by TakeOff and Sephora allowing the buyer of a PRODUCT to create a personalized video message.
- **WEBSITE:** means the web page accessible at the following URL: www.sephorawishingyou.com. The WEBSITE can be accessed from a computer, phone and/or tablet.

The WEBSITE allows a GIVER to record a MESSAGE accompanied by a PRODUCT for a RECIPIENT by scanning a QR CODE.

ARTICLE 3 - USE OF THE SERVICE BY THE GIVER

The SERVICE is provided to the GIVER through a QR CODE available on the PRODUCT packaging.

After scanning the QR CODE, the GIVER will be redirected to the WEBSITE and must click on the button 'Record a video'. He/she must read the TOU and the Privacy Policy, then tick the box 'I have read and agree to the TOU and the Privacy Policy'.

The GIVER will then be able to record a MESSAGE. This must be no more than thirty (30) seconds long. If the GIVER is not happy with his/her message, he/she can create a new one.

When the GIVER submits the MESSAGE, a unique and random CODE will be generated automatically and must be recorded on the PRODUCT. Only this CODE will allow the RECIPIENT to access the MESSAGE. The GIVER is solely responsible for recording this CODE correctly on the insert provided for this purpose on the PRODUCT.

The CODE is for personal use. Please keep it confidential and do not disclose it to anyone other than the RECIPIENT.

ARTICLE 4 - USE OF THE SERVICE BY THE RECIPIENT

The RECIPIENT can access the MESSAGE left by the GIVER by scanning the QR CODE on the PRODUCT.

After scanning the QR CODE, the RECIPIENT will be redirected to the WEBSITE and must click on the button 'View a message'. He/she must then enter the unique CODE recorded by the GIVER on the PRODUCT and will be able to access the MESSAGE.

The RECIPIENT can watch the video again as many times as he/she wants for six months from 1 September 2022.

ARTICLE 5 - USE OF THE WEBSITE AND COMMITMENTS OF THE USERS

Users of the WEBSITE undertake not to use the WEBSITE:

- to violate or infringe the rights of TakeOff, the Sephora Group or any other third party, particularly with regard to privacy, personal data, advertising and intellectual property;
- to upload viruses or other malware, or compromise, circumvent or override the security of the WEBSITE in any other way;
- to disseminate illegal or manifestly unlawful MESSAGES, including those of a racist, xenophobic, discriminatory, malicious, coarse, offensive, defamatory, hateful, obscene or violent nature;
- for non-personal use (i.e. for commercial and advertising purposes).

You will indemnify and hold harmless Sephora, TakeOff and their directors, managers, employees and agents against all claims, disputes, liability, damage, loss, costs and expenses related to your fraudulent access or use of the SERVICE or breach of these TOU.

ARTICLE 6 - PROTECTION OF THE USER'S DATA

Pursuant to the General Data Protection Regulation (EU) 2016/679, you have the right of access, rectification, erasure, objection and restriction of processing of your personal data and the right to portability of your data.

You can assert your rights at any time by contacting TakeOff by email at support@takeoffxp.com or in writing at TAKEOFF XP - 56 rue Smith - 69002 Lyon.

For more information on the use of your personal data as part of the SERVICE, please see our 'Privacy Policy'.

ARTICLE 7 - INTELLECTUAL PROPERTY

All information or documents (texts, images (whether animated or not), sounds, photos, expertise, products) contained on the WEBSITE and all elements created for the WEBSITE and its overall structure are either the property of the publisher of the WEBSITE or the Sephora Group, or are subject to usage, reproduction and performance rights granted to the latter. This information and these elements are protected by copyright, trademarks, patents and intellectual property. No license or any right other than to view the WEBSITE is granted to anyone with regard to intellectual property rights.

Unless stated otherwise, company names, logos, products and brands listed on the WEBSITE are the property of the Sephora Group. They may not be used without the prior written consent of Sephora.

MESSAGES are created free of charge and do not confer entitlement to remuneration. By creating a MESSAGE on the WEBSITE, the GIVER warrants that he/she is the author or owner of the rights authorizing him/her to upload it. The GIVER agrees to his/her MESSAGE being stored, accessed and viewed by the RECIPIENT and grants the publisher of the WEBSITE and the Sephora Group reproduction, performance, adaptation and translation rights relating to his/her MESSAGE on all or part of the WEBSITE and, in general, on any communication medium (including digital, analogue or paper) and by any means of communication (including on the Internet or any other electronic means of communication). This authorization is non-exclusive, free of charge and valid worldwide and for all legal terms of protection of the applicable rights.

The reproduction or use of any element of the WEBSITE and its content, as well as its use for purposes other than those specified in the TOU, is prohibited without the prior written consent of the publisher of the WEBSITE and Sephora. Failure to comply with these restrictions constitutes infringement for which the infringer will be held liable.

If you want to create a hypertext link redirecting to this WEBSITE, you must obtain the prior written consent of the publisher of the WEBSITE and Sephora.

ARTICLE 8 - FINANCIAL CONDITIONS

The SERVICE is free for the GIVER and the RECIPIENT.

ARTICLE 9 - UPDATES TO THE TOU AND APPLICABLE LAW

The publisher of the WEBSITE may update the TOU at any time. All users are therefore asked to refer regularly to the latest TOU available on the WEBSITE.

These TOU are governed by French law. In the event of a dispute relating to these TOU, the parties will attempt to resolve the conflict amicably. If no amicable settlement is reached, the dispute will be subject to the jurisdiction of the French courts.

ARTICLE 10 - CONTACT

For any questions about the TOU, you can email support@takeoffxp.com or write to the following postal address: TAKEOFF XP - 56 rue Smith - 69002 Lyon.