

**Effective Date: September 15, 2016**

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Any unauthorized use by you of the Site or any and/or all of our Content automatically terminates the limited licenses set forth in this **Section 4** without prejudice to any other remedy provided by applicable law or these Terms and Conditions.

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In the access or use of the Site, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Site. You shall act always in accordance with the law, custom and in good faith. You may not make any change or alteration to the Site or any Content or services that may appear on this Site and may not impair in any way the integrity or operation of the Site. Without limiting the generality of any other provision of these Terms and Conditions, if you default negligently or willfully in any of the obligations set forth in these Terms and Conditions, you shall be liable for all the losses and damages that this may cause to ELC, our affiliates, partners or licensors.

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It is our policy to decline unsolicited suggestions and ideas. Notwithstanding our policy with regard to unsolicited suggestions and ideas, any inquiries, feedback, suggestions, ideas or other information you provide us (collectively, "**Submissions**") will be treated as non-proprietary and non-confidential. By transmitting or posting any Submission, you hereby grant us a perpetual, irrevocable, unrestricted, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to copy, use, reproduce, modify, adapt, translate, publish, license, distribute, sell or assign the Submission in any way as we see fit, including but not limited to copying in whole or in part, creating derivative works from, distributing and displaying any Submission in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works, or using the Submission within or in connection with our products or services. In addition, you hereby grant us the right to use your name, image, and likeness for any purpose in any way that we see fit with your Submission.

You also acknowledge that your Submission will not be returned and we may use your Submission, and any ideas, concepts or know how contained therein, without payment of money or any other form of consideration, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products.

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## **8. User Content**

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- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

**Our Designated Agent for notice for claims of copyright infringement is Gregg Marrazzo, Senior Vice President and Deputy General Counsel, The Estée Lauder Companies Inc., 767 Fifth Avenue, New York, N.Y. 10153. Telephone: (212) 277-2320. Email: [gmarrazzo@estee.com](mailto:gmarrazzo@estee.com).**

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With respect to any dispute, claim, or controversy regarding the Site, all rights and obligations and all actions contemplated by these Terms and Conditions shall be governed by the laws of New York, as if the Terms and Conditions were a contract wholly entered into and wholly performed within New York. ANY DISPUTE RELATING IN ANY WAY TO YOUR VISIT TO THE SITE, THESE SITE TERMS AND CONDITIONS, OR THE RELATIONSHIP BETWEEN THE PARTIES (OTHER THAN CLAIMS RELATED TO THE INTELLECTUAL PROPERTY RIGHTS OF CLINIQUE ONLINE OR OUR AFFILIATES, PARTNERS OR LICENSORS OR CLAIMS IN EQUITY) SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN NEW YORK AND YOU AGREE TO SUBMIT YOURSELF TO THE JURISDICTION AND PROCEEDINGS THEREOF. ARBITRATION MEANS THAT AN ARBITRATOR(S) WILL DECIDE THE CLAIM, AND YOU WILL NOT HAVE THE RIGHT TO SUE IN COURT OR TO HAVE A JUDGE OR JURY DECIDE YOUR CLAIM. YOUR RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY ALSO BE LIMITED IN ARBITRATION. It is further agreed that any dispute over the scope of this arbitration provision and any dispute as to whether a claim is arbitral shall be submitted to the arbitrator for decision. Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate our intellectual property rights or the intellectual property rights of our affiliates, partners

or licensors or otherwise have a cause of action in equity, we may seek injunctive or other appropriate relief in any court of competent jurisdiction and you consent to jurisdiction and venue in any such court for such purposes. Arbitration under this agreement shall be conducted under the Consumer-Related Disputes Supplementary Rules then prevailing with the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually, and (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

### **13. Consent to Receive Notices Electronically by Posting on the Site and Via Email**

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which these Terms and Conditions refer from us electronically including without limitation by e-mail or by posting notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by emailing us at [BCAcampaign@estee.com](mailto:BCAcampaign@estee.com) and discontinue your use of this Site. In such event, all rights granted to you pursuant to these Terms and Conditions, including but not limited to Section 4 hereof, shall automatically terminate. Unfortunately, we cannot provide the benefits of this Site to any user that cannot consent to receipt of Notices electronically. Please note that this consent to receive Notices is entirely separate from any election you may make with respect to receipt of marketing communications. Your options with respect to receipt of marketing communications are set forth in our Privacy Policy.

### **14. General**

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Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time

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