

## Terms and conditions of participation for the "Biore Skin Esteem" competition

The following terms and conditions govern participation in the "Biore Skin Esteem" competition of the Biore brand as well as the collection and use of the data collected or communicated by the participants. Participation in the competition is possible exclusively under the conditions of participation listed hereafter. By participating, the participant accepts these conditions of participation.

### Promoter

The competition is organized by Kao (UK) Limited, 21 Holborn Viaduct, London, EC1A 2DY (hereinafter referred to as "Kao").

### Conditions of participation

1. The competition will take place from Monday, 1<sup>st</sup> November 2021. The closing date for entries is Sunday, 28<sup>th</sup> November 2021 at 11:59 pm GMT ("Competition Period"). The date and time of the entry in the database shall apply.
2. This competition is only open to UK residents aged 18 and over. Employees of Kao as well as their relatives, employees of affiliated companies and commissioned agencies who are involved in the creation or processing of the competition are excluded from participation.
3. To participate in the competition, participants must:
  - a) post a photo of their face, whilst having a Biore Pore Strip on their nose, on their newsfeed on Instagram (not an Instagram story), tagging @Bioreuk and @DitchTheLabel and using the hashtag #BoostYourSkinEsteem. The image submitted should contain no filters and the participant should not be wearing any make-up as we want to see their 'real' skin; and
  - b) include a couple of sentences on why they think it is important to embrace their skin as it really is, and why it is important to have good 'skin esteem' ("Entry Content").
4. Entrants must ensure they have a public Instagram profile to ensure their entry will be counted.
5. By submitting the Entry Content, the participant agrees that these entries may be published in connection with the competition and the Biore brand, including but not limited to Biore's Facebook and/or Instagram channel as well as websites of the Biore brand.
6. 3 winners will be chosen by a panel of judges (including one independent judge). The winners will be who the judges decide have great personality and are able to portray creativity through their entry. The decision of the judges is final.
7. The following prize[s] will be awarded to each winner:
  - a photoshoot at a top London studio, where the winner shall have their pictures taken for a Bioré PR campaign. Hair and makeup will be provided as part of the photoshoot experience; and

- a two night stay in a superior room at the Henrietta Hotel, London, 14, 15 Henrietta St, London WC2E 8QH on a bed and breakfast basis for the winner and a guest (over 18 years of age).

Kao will cover up to £300 to be used solely towards dinner/expenses at the hotel and up to £200 to be used solely on travel expenses within the UK.

Winners must be able to travel and stay in London between 16<sup>th</sup> – 18<sup>th</sup> December 2021. No alternative dates are available. The photoshoot will take place on 17<sup>th</sup> December 2021 and winners must be able to attend this date.

Winners acknowledge that their images from the photoshoot shall be used by Kao as part of a Biore PR campaign, including but not limited to, across. Each winner will be required to sign a model release form in advance of attending the photoshoot.

Prizes are as stated and are non-exchangeable and non-transferable. There is no cash or other alternative to the prize in whole or in part.

Winners are responsible for paying all associated costs that are not specifically stated in any promotional materials or these Terms and Conditions, including (where applicable) transport, accommodation, meal costs, spending money, insurance and all other incidentals. Winners are also personally responsible for any personal or incidental expenses and any VAT, national and/or local tax liabilities incurred in claiming or using the prize. By participating in the competition, participants agree that the prize is awarded on an "as is" basis, and that neither the Promoter nor any of its subsidiary or affiliated companies, make any representations or warranties of any nature with respect to the prize.

8. Participation in the competition is free of charge but internet and a valid Instagram account is required.
9. In the event of a violation of these terms and conditions, Kao reserves the right to exclude entrants from the competition.

#### Winning notification, no cash payments

1. The winners will be contacted by Kao no later than Friday, 3<sup>rd</sup> December 2021, via a direct message from the @Bioreuk Instagram account to their Instagram account used to submit the Entry Content, advising them of their prize and the steps required to claim this. Participants should ensure their Instagram settings permit direct messages of this nature to be received. Kao does not accept any responsibility for messages not received by the winner.
2. In the event the Kao cannot for any reason contact the winner within forty-eight (48) hours of first attempting to do so, the prize will be forfeited and Kao reserves the right to select an alternate winner from all valid entries received during the Competition Period.
3. Payment of the prize in cash, in kind, its exchange or transfer to other persons is not possible.

#### Rights

1. The participant agrees that contributions published by him/her within the scope of the competition (in particular images, image descriptions, statements, ratings, comments, etc.), if applicable also in connection with the name stated by the participant, may be used, disseminated and otherwise made publicly accessible to third parties by the organizer in online and offline media for the Biore brand for commercial, economic and advertising purposes. This granting of rights shall be made free of charge and without spatial, temporal or content-related restrictions and shall include the right to edit and may be licensed by the organizer to affiliated companies, subsidiaries and country organizations, agencies and other partners.
2. By sending or uploading content, in particular entries as part of participation in the competition, participants also declare that the content they provide is free of third-party rights, i.e. that it either originates from them or that they have obtained the consent of the copyright holders. Furthermore, the participant declares that he/she has asked all persons depicted for permission and obtained their consent to share the material with Kao.
3. Kao is entitled to reject uploaded/shared content if the content is unlawful or contrary to public decency in Kao's reasonable opinion.
4. The participants indemnify Kao from all claims of third parties that have arisen due to the content provided by the participants. They agree to support Kao in every reasonable way in defending these claims.

#### Disclaimer of warranty

1. Kao reserves the right to cancel the competition at any time without prior notice for good cause. In the event of a cancellation of the competition for good cause, Kao will immediately inform the participants about this via Instagram. A termination for cause can occur in particular if for technical reasons a proper implementation of the competition can no longer be guaranteed. Kao assumes no liability for lost opportunities to participate due to technical connection problems or the like.
2. The availability and function of the competition on Instagram cannot be guaranteed by Kao. The competition may be terminated or removed due to external circumstances and constraints, without this giving rise to any claims by participants against Kao.
3. Kao is furthermore not liable for lost, delayed, misdirected, damaged or undelivered entries/content, due to technical difficulties interfering with electronic communication or other causes as may occur with Instagram or an internet provider.

#### Notes and conditions of Instagram

1. In addition to these conditions of participation, the relationship between Kao, the participant and Instagram is determined by the terms of use and the privacy rules of Instagram.
2. Participants cannot make any claims against Instagram that arise in connection with the use of the competition application or participation in the competition.
3. Participants acknowledge that both the competition and the competition application are in no way sponsored, endorsed, organized by, or affiliated with Instagram.

4. All information and data communicated by or collected from participants through the use of the competition application or during the competition will be provided only to Kao and not to Instagram.
5. All inquiries and notices regarding the competition shall be directed to Kao and not to Instagram.

#### Data protection

1. Kao processes the personal data of the participants and winners (first name and surname, post code, city, house number, other postal address details, information from the Instagram account, images) only for the implementation and execution of the competition. Any further transfer of personal data to third parties will only take place if this is necessary for the implementation of the competition or the transfer of prizes, for example, in the context of sending prizes.
2. Kao will only process personal information as set out in Kao's Privacy Policy (<https://www.biore.com/en-gb/privacy/>) and only for the purposes of running the competition and administering the prize. Kao reserves the right to publish the name and details of the winner and you provide Kao with permission to do this without Kao incurring any form of liability to you as a result.

#### Other

1. All entries must be made directly by the person entering the competition. Bulk, third-party or entries made online using methods such as a macro, a script or the use of automated devices or processes are not allowed, and all such entries shall be disqualified.
2. The name of the winner may be obtained at the end of the competition for a period of one (1) month by writing to: Kao (UK) Limited, Biore Skin Esteem Competition, 130 Shaftesbury Avenue, London, W1D 5EU.
3. The competition is governed by the laws of England and Wales and the jurisdiction of the courts of England and Wales.