

L'Oréal Paris Gold Rewards Program OFFER TERMS AND CONDITIONS

(1 of 2)

- 1. Eligibility:** L'Oréal Paris Gold Coupon Program (the "Offer") is open to legal residents of the fifty (50) United States (including D.C., Alaska and Hawaii), eighteen (18) years old or older at the time of entry. Void where prohibited.
- 2. Timing:** Offer begins on January 1, 2011 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2012 at 11:59 p.m. ET ("Offer Period"). L'Oréal USA Inc. reserves the right to modify, postpone, suspend or terminate the Offer when the coupons reach an 85,000 max or at any time, with or without notice, in the event the Offer cannot be conducted as planned. In the event the Offer is terminated early, this may affect a participant's ability to use accumulated punches. A participant's continued participation in the Offer constitutes his or her acceptance of any changes to these Terms and Conditions. Administrator's computer is the official time-keeping device for the Offer.
- 3. How to Receive Offer:** Purchase any five (5) of the following L'Oréal Paris hair color products at Drug, Food and Mass Merchandise stores in continental USA, Alaska and Hawaii during the Offer Period: Superior Preference®, Excellence®, Crème, Excellence to-Go™, Root Rescue™, Colorist Secrets™, Couleur Expert®; Féria; Féria Power Reds, Chunking®, Colour Rays, Frost & Design, La Petite Frost, Touch-on Highlights, Super Blonde®, Healthy Look™ and Superior Preference® Dream Blonde™ (the "Product"). Purchasing more than one of the same product will also count towards your product purchase total. After you purchase five (5) Products and follow the instructions (as specified below), you will receive a coupon in the mail which can be redeemed for a free additional Product by taking the following steps:
 - 1.) During the Offer Period visit <http://www.lorealparisusa.com/rewards> and become a L'Oréal Paris Member (if not already a member). Membership is free.
 - 2.) Then follow the links and instructions to enter the five (5) or six (6) alpha numeric codes found inside the package of the purchased Products. To find the location of the codes, click on the image of the Product on the "entering code instruction" page of the website. Once you enter the code you will receive a punch on your online punch card. Once you obtain a fifth punch, you will receive a coupon with a maximum value of \$9.99 that can be redeemed for a free L'Oréal Paris Hair Color Product. Coupons are valid at Drug, Food and Mass Merchandise stores in in the Continental USA, Alaska, Hawaii and Puerto Rico and expire on date specified on coupon. Limit: Participants can only enter two (2) codes every calendar month during the Offer Period. After a calendar month ends, a new punch period will begin. Limit of two (2) free Products per person per calendar year during the entire Offer Period. Participant can enter the same code two (2) times during the Offer Period (sometimes even different products can have the same code). Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than two (2) free Products by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's offer and that participant may be disqualified. Offer valid only to individual consumers, requests from groups, clubs or organizations will not be honored. Offer cannot be combined with any other offer or discount card. Coupons will be fulfilled using the mailing address provided upon entering the fifth punch within six (6) to eight (8) weeks of the fifth punch received from each participant.
- 4. Offered by:** L'Oréal USA, Inc. 575 Fifth Avenue, New York, NY 10017. **Administrator:** The Marketing Store Worldwide, LP, 701 East 22nd St., Lombard, IL 60148.

5. Release: By receipt of a free Product, participant agrees to release and hold harmless L'Oréal USA, Inc., R/GA Media Group Limited, BT Global Services, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or

cause of action, including, but not limited to, losses or damages of any kind, including personal injury, death, or damage to or loss of property, arising out of participation in the Offer or receipt or use or misuse of any Product.

6. General Conditions: L'Oréal USA, Inc. reserves the right to cancel, suspend and/or modify the Offer, or any part of it, if there is any evidence of virus, worms, bugs, non-authorized human intervention, or any fraud, technical failures or any other factor beyond L'Oreal USA, Inc.'s reasonable control impairs the integrity or proper functioning of the Offer, as determined by L'Oreal USA, Inc. in its sole discretion. L'Oreal USA, Inc. reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Offer or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Offer may be a violation of criminal and civil law, and, should such an attempt be made, L'Oreal USA, Inc. reserves the right to seek damages (including Attorneys' fees) from any such person to the fullest extent permitted by law. L'Oreal USA, Inc.'s failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

7. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Offer; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Offer; (4) technical or human error which may occur in the administration of the Offer or the processing of registrations; (5) late, lost, undeliverable, inaccurate, misdirected, undelivered, garbled, damaged or stolen registrations/Product codes; (6) any entry or other errors or problems or issues related to the products or distribution of codes; or (7) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Offer or receipt or use or misuse of any Product.

8. Arbitration: Except where prohibited by law, as a condition of participating in this Offer, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Offer, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Offer), and participant further waives all rights to have damages multiplied or increased.

9. Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of participant and Sponsor in connection with the Offer, shall be governed by, and construed in accordance with, the substantive laws of the states of New York, USA.

10. Participant's Personal Information: Information collected from participation is subject to USA, Inc.'s Privacy Policy http://www.lorealparisusa.com/_us/_en/default.aspx#/?page=top{userdata//d+d//ldiagnosticlmain:privacy|media:_blank|nav|overlay:_blank}.