

Victoria's Secret & Pink Creator Program Terms and Conditions

Updated April 13, 2026

THE FOLLOWING TERMS AND CONDITIONS (the "**Program Terms**") APPLY TO ANY CREATOR (defined below) WHO PARTICIPATES IN THE VICTORIA'S SECRET & PINK CREATOR PROGRAM ("**Program**"). PLEASE REVIEW THESE PROGRAM TERMS, WHICH ARE LEGALLY BINDING AND SET FORTH THE TERMS UNDER WHICH YOU MAY PARTICIPATE IN THE PROGRAM, CAREFULLY BEFORE APPLYING TO THE PROGRAM.

BY APPLYING TO OR OTHERWISE PARTICIPATING IN THE PROGRAM, YOU CONFIRM YOUR UNCONDITIONAL ACCEPTANCE OF THESE PROGRAM TERMS.

PLEASE NOTE THAT BY ACCEPTING THESE PROGRAM TERMS, YOU ARE AGREEING TO THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, OUTLINED BELOW, WHICH REQUIRE THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS.

VICTORIA'S SECRET & CO. MAY, IN ITS SOLE DISCRETION, ALTER, LIMIT, MODIFY, OR OTHERWISE CHANGE THESE PROGRAM TERMS, INCLUDING BUT NOT LIMITED TO TIERS, INCENTIVES, CREATOR ELIGIBILITY, AND ANY OTHER FEATURE OF THE PROGRAM, OR MAY TERMINATE THE PROGRAM AT ANY TIME WITH OR WITHOUT NOTICE TO YOU, BY POSTING ANY SUCH CHANGES ON THE PROGRAM PLATFORM (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT). YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING SUCH CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. You should review the posted Program Terms each time you access or use the Program. The new Program Terms will be effective as to any new access, use and communications as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new or revised Program Terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs.

Overview of the Program. Victoria's Secret & Co., which includes its affiliates, such as Victoria's Secret and PINK ("**Victoria's Secret & Co.**", "**VS**" "**we**", "**us**", or "**our**"), uses the Duel platform ("**Duel**") to offer selected content producers (each, an "**Creator**") the opportunity to earn certain benefits in exchange for creating content about VS or completing other identified tasks. Participation in the program, or completing any given task, is entirely voluntary. Selection for the Program is entirely within the discretion of VS.

Privacy and Legal Terms. Your use of Duel and participation in the Program are subject to our [Privacy Policy](#) ("**Privacy Policy**") and the [Victoria's Secret Terms of Use](#) ("**Terms of Use**"), which are expressly incorporated into these Program Terms by reference. Please review our Privacy Policy for further details on how we collect and use your information and please review our Terms of Use for more information about our legal relationship and how disputes between you and Victoria's Secret & Co. will be resolved. Where there is a conflict between these Program Terms and the Terms of Use, these Program Terms will govern to the extent of such conflict.

Eligibility. You must be age 18 years or older and a legal resident of the United States to be eligible to participate in the Program. Employees of VS are not eligible to participate in the Program or to earn incentives (as defined herein). We reserve the right to verify your continued

Program eligibility and to terminate your Program membership if at any time we determine that you do not meet the eligibility requirements. We also reserve the right to amend the eligibility requirements for the Program at any time in our sole discretion.

The Program is limited to individuals only and is limited to one (1) Duel account per individual. You may not sub-license, transfer, sell or assign your membership in the Program to any third party. Eligible individuals must have a public Instagram account while a public TikTok account is optional. Individuals must have two thousand (2,000) followers on either their Instagram or TikTok account.

Tiers. Creators will be assigned to tiers based on their level of engagement with the Program ("**Tiers**"), as measured by the number of points the Creator has earned through Duel ("**Points**"). Each tier is associated with certain unique benefits, which may be adjusted by VS in its sole discretion. The current benefits tied to each Tier, and the number of Points currently required to reach the next available Tier, is available under the My Progress tab.

Creator Tasks and Incentives. Through Duel, VS will invite Creators to perform specified tasks ("**Tasks**") in order to earn points towards a higher tier status ("**Points**"), or other specified benefits or commissions (collectively, "**Incentives**"). Tasks may include, but are in no way limited to, creating social medial content, posting an affiliate link, or otherwise driving audience engagement.

When VS invites an Creator to complete a Task, the Task and its associated Incentive will be listed on the Duel dashboard. The Creator has no obligation to complete the Task. If the Creator completes the Task, the associated Incentive will automatically be applied to the Creator's account.

Certain Tasks and Incentives are tied to purchases made by third parties (for example, in the case of affiliate link purchases). In such cases, the Incentive will be sent to the Paypal account provided by the Creator approximately 30 days after the respective purchase. Further, if the third party returns some or all of the purchase, then the Creator will not receive any Incentive for the returned portion of the purchase.

Taxes. Creator agrees and acknowledges that taxes or other amounts will not be withheld from any Incentives payable or provided to Creator hereunder. Creator agrees and acknowledges that they have sole responsibility and liability for any and all taxes, contributions, penalties, interest or other sums arising out of the any Incentives paid or provided to Creator pursuant to these Program Terms, the understanding being that the quoted rates for any Incentive includes therein a component attributable to such amounts.

Account; Program Details. Members can access **account information on the Program platform, on the homepage.** This page will include details about your membership, which may include the Incentives associated with your Tier; your current activity; seasonal promotions and offers; how to redeem Incentives. Your profile page can be accessed by logging into your online account at <https://ambassadors.victoriassecret.com/account/login>. You represent and warrant that all information provided to become a Creator and the password you create as a Creator ("Creator Information") is accurate and up-to-date. VS will not be responsible if it attempts to provide notice to you of changes to the Program, or other information concerning the Program, but you do not receive it because of inaccuracies in your Creator Information.

You are fully responsible for all activities conducted through your account-regardless of whether your account has been compromised or otherwise accessed by a third party. It is therefore imperative that you protect the confidentiality of your username and password, and that you not allow any other person to use your credentials to access your account. You will be responsible for any losses or damages that may occur as a result of actions conducted by your account, or your failure to maintain the strict confidentiality of your username and password. If you suspect that your password has been compromised, your immediate remedy is to change it by visiting your profile page and clicking on "Update Password."

Relationship of Parties. An Creator is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments which may be required by federal, state or local law with respect to any Incentives paid or provided to an Creator hereunder. Creator shall not be entitled to any VS & Co. employee benefits of any nature. Creator is not an agent or representative of VS & Co., and a Creator has no authority to speak or act for VS & Co. in any manner except as expressly authorized by this Agreement. The Program is administered by a third party (Duel) on behalf of Victoria's Secret & Co. To participate in the Program, you will review and consent to Duel's privacy policy. Any personal data provided to Duel will be governed by that privacy policy.

Communications. We may communicate with you regarding the Program via the Dashboard and/or electronic communication. We are not responsible for communications lost due to change of address or other contact information.

When you enroll in the Program and provide us your email address, you will be enrolled to receive marketing emails from Victoria's Secret. You may unsubscribe from marketing emails at any time by clicking on the link found at the bottom of our marketing emails. Even if you unsubscribe from Victoria's Secret emails, you will continue to receive relationship/operational emails related to the Program.

Termination. Victoria's Secret & Co. may terminate the Program or terminate or suspend your membership and your access to the Program, at any time, for any or no reason, including but not limited to inactivity, in its sole discretion, and with or without notice. If your use of the Program is suspended or terminated, any information that you have stored will no longer be available to you. Victoria's Secret & Co. may also terminate or change any incentive programs associated with the Program at any time, in its sole discretion, and with or without notice. Acceptance into the Program does not guarantee the Creator any specific number of program activity invitations, test products or Incentives. In the event that you violate any of these Program Terms or any other terms associated with the Program or any specific Task or Incentive, Victoria's Secret & Co. will terminate your Program membership and may seek any other legal remedies resulting from your actions. Upon such termination, Creators will have any outstanding Incentives paid in accordance with the timeline described in these Program Terms.

Content Restrictions. You agree that all writings, profile information, photographs, material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication or other materials ("**Content**") that you submit in connection with the Program will not:

- violate or infringe in any way upon the rights of others, including without limitation copyrights and trademarks and rights of a person's name, voice, photograph, image, likeness or appearance. Any music used must be taken from the commercial library. You may only use music that is fully cleared for commercial use. Any music or non-original audio included in the Content must be licensed for commercial use through a social media platform's commercial music library or an approved stock music library.

- other than for information submitted specifically for your Creator profile or in connection with a survey, contain email addresses, first and last names, URLs, phone numbers, physical addresses, or other forms of personal contact information;
- mention any brand other than Victoria's Secret or PINK;
- contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another's computer;
- be unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, or otherwise objectionable;
- contain any unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals or entities;
- impersonate any person, business or entity, including Victoria's Secret & Co. and our Associates and agents;
- encourage conduct that would constitute a criminal offense;
- post content in such a way that it would violate the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising (<https://www.ecfr.gov/current/title-16/chapter-I/subchapter-B/part-255>);
- post content that is a violation of our [social community guidelines](#); or
- otherwise violate these Program Terms.

To comply with FTC Guidelines, Creators should:

- Post the required hashtag, which VS will provide, in addition to any other content that we require, for all Your Posts and Reviews under the Promotion.
- This hashtag must be clearly and prominently disclosed and must not be buried in a list of hashtags. For example:
 - **For written posts or reviews, the required hashtag must appear at the beginning of a written post, "above the fold", and not buried in the middle or end.**
 - **For stories and videos (such as Instagram Stories and TikTok), the required hashtag must (i) be superimposed on each story or video, (ii) be in a font color that is easily seen against the story or video background, (iii) be in a font size that is large enough to be easily seen, (iv) be on screen long enough to be easily read, and (v) stay with the story or video if the story or video is posted on a platform other than the original/native platform.**
- In the event Creator receives free product, Creator must clearly and conspicuously disclose, in Your Review or Post, Your receipt of any free product that we give to You under the program. This may require You to use a disclosure, verbatim, that we supply product to You.
- Base Your Reviews, Posts, and related suggestions solely on Your own personal experience and opinions, without allowing any direct or indirect connection with us to influence them.
- Be truthful, avoiding any false or misleading representations about us or our products.
- Avoid any quantifiable or scientific claim.
- Except as noted above, do not represent Yourself as our employee, agent, or representative of us.
- If applicable, report in Your Review or Post the manner in which You used the product (for example: "when using this product every day for [#] days, my results were [results]").
- Avoid comparisons with any other company's products in Your Review or Post.

- Immediately remove or edit any such Review or Post if we ask You to do so (for any reason and in our sole discretion).
- FTC Training regarding Endorsements will be assigned to Creator. Creator is required to complete the training in order to remain eligible in the program.

Any Content placed online, including advice and opinions, are the views and responsibility of those who post the Content and do not necessarily represent the views, endorsement, sanctioning or agreement of Victoria's Secret & Co. and any person or entity working on its behalf with such Content.

You are personally responsible for the comments and content you post on social media. What's appropriate in the real world should be consistent with the digital world. Do not post comments or content about Victoria's Secret & Co. products, associates, vendors or guests that are threatening, bullying, violent, obscene, intimidating, harassing, discriminatory or that could contribute to a hostile environment on the basis of race, sex, disability, religion or any other status protected by law or any Victoria's Secret & Co. policy. You are responsible for knowing and understanding Victoria's Secret & Co. principles, policies and best practices before you engage in social media.

While we fully respect your right to express your own personal opinions on social media, we also recognize that personal views on certain topics can be divisive and highly controversial. If we have been made aware of potentially controversial content that lives alongside Victoria's Secret & Co. content within your public, personal social channels, we reserve the right to ask you to remove the Victoria's Secret & Co. content. We also reserve the right to ask you to forgo posting about Victoria's Secret & Co. in the future.

Content Intellectual Property License. In exchange for the opportunity to submit Content as a Victoria's Secret & Co. Creator, you grant, without further notice, compensation, consideration, consent, or approval, a perpetual, worldwide, sublicensable, transferable, irrevocable, royalty-free license and right, but not the obligation, to use, edit, alter, copy, reproduce, disclose, display, publish, market, prepare derivative works from, perform, transmit, distribute, exhibit, broadcast, or otherwise exploit or develop the Content, in whole or in part, and in any manner or use in media now known or devised in the future, for any or all commercial or non-commercial purposes ("Content License") to Victoria's Secret & Co., and its designees, representatives, successors, assigns, licensees, sublicensees, employees, third-party brand partners, and any person, corporation or entity acting under its permission or with its authority, or for whom it might be acting, including anyone distributing or disseminating communications by or regarding Victoria's Secret & Co. (collectively referred to as the "Victoria's Secret & Co. Licensed Parties"). You further grant to the Victoria's Secret & Co. Licensed Parties a perpetual, worldwide, sublicensable, transferable, irrevocable, royalty-free license and right (including all necessary consents, clearances, and licenses from you) to use, reproduce, publish, distribute, display, transmit, modify, adapt, broadcast, perform, create derivative works from, and otherwise use and exploit use of your professional names, nicknames, voices, photographs, images, portraits, likenesses, biographical materials, signatures, and other identifying characteristics of your person (individually and collectively, "Creator Likeness") as embodied in the Content or provided to or submitted by you as part of the Program, for any purpose whatsoever, without further notice, compensation, consideration, consent, or approval, and without regard to moral rights unless prohibited by law. To the extent permitted by applicable law, your grant to Victoria's Secret & Co. includes all rights generally known as the

"moral rights of artists" in or to any proceeds thru the Platform, and you hereby waive any rights you may have or obtain with respect thereto under applicable law. We may remove any Content from the Program in our sole discretion. We will have no obligation to use, return, review, or respond to any Content.

Photograph Representations and Warranties. You affirm, represent and warrant that (i) any Content you submit as part of the Program is original; (ii) you own all right, title and interest to the Content and have the sole and exclusive right to assign or have the permission to grant all of the rights therein to Victoria's Secret & Co. as set forth in these Program Terms; (iii) Victoria's Secret & Co.'s use of the Content, in whole or in part, will not infringe upon or misappropriate the rights of any third party including, without limitation, any intellectual property or privacy rights; (iv) your uploaded photographs are (a) owned by you or you have obtained written permission from the photographer; and (b) your uploaded photographs are either you or you have obtained written permission from any other identifiable person named, photographed or otherwise depicted in the Content, to allow Victoria's Secret & Co. Licensed Parties to utilize the Content, including photographs, in the manner contemplated by the Program Terms and Content License without any notice, compensation, consideration, consent, or approval

Intellectual Property Notice and Use. The Platform contains a variety of: (i) materials and other items relating to Victoria's Secret & Co., and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Platform, and the compilation, assembly, and arrangement of the materials of the Platform and any and all copyrightable material (including source and object code); (ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of Victoria's Secret and **PINK** (collectively, "Trademarks"); and (iii) other forms of intellectual property, including Confidential Information and trade secrets (all of the foregoing collectively, "Intellectual Property"). Any Intellectual Property is owned or controlled by Victoria's Secret & Co., or our licensors and/or certain other third parties. All right, title, and interest in and to the Intellectual Property available via the Platform is the property of Victoria's Secret & Co., or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Any and all Intellectual Property may not be used except as permitted in these Program Terms or with prior written permission of the owner of such material. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit the Platform or any Intellectual Property contained therein. Victoria's Secret & Co. will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking civil remedies and criminal prosecution. Victoria's Secret & Co. reserves the right to block or deny access to the Platform to anyone at any time for any reason. Nothing in these Program Terms will be construed to grant any right or license under any patent, copyright, trademark, know-how or trade secret or to obligate Victoria's Secret & Co. to enter into any further agreement with you.

Confidentiality Statement. Victoria's Secret & Co. has a special relationship with its Creators, and we rely on this trusted relationship and you maintaining the confidentiality of information you receive as an Creator. As an Creator, you acknowledge that you may be given access to and obtain knowledge of Confidential Information and Trade Secrets (as defined below). As such, you agree to the following:

1. **"Confidential Information"** means any non-public information or knowledge communicated at any time, orally, in writing or by inspections, relating directly or indirectly to the business or affairs of Victoria's Secret & Co., and in addition with respect to trade secrets, is any information meeting the criteria of a trade secret under applicable law. Examples include, without limitation, any information, knowledge, or physical samples pertaining to (i) possible future products that may be offered by Victoria's Secret & Co., (ii) business plans or concepts, products, packaging, specifications, or designs, and (iii) customer, employee or supplier information; provided however, that Confidential Information shall not include information or knowledge (i) which is known to you or readily available to you from another source with legal rights to disclose it before receipt thereof from Victoria's Secret & Co., (ii) is disclosed to you in good faith by a third party who had the right to make such disclosure, (iii) is now or hereafter becomes part of the public domain essentially in its entirety through no fault on the part of you or (iv) is required to be disclosed by law or industry standards.
2. Except as otherwise agreed in a writing duly executed by an authorized officer of Victoria's Secret & Co., you will treat all Confidential Information as the valuable, confidential and proprietary information of Victoria's Secret & Co. and, for so long as Victoria's Secret & Co. maintains any information as trade secrets, treat such trade secrets as the valuable, confidential, proprietary and trade secret information of Victoria's Secret & Co. You will use such Confidential Information solely for the purpose of your participation in the Program.
3. At any time requested by Victoria's Secret & Co., you will return to Victoria's Secret & Co. all Confidential Information provided by Victoria's Secret & Co., and all materials which reflect or pertain to the Confidential Information. If requested by Victoria's Secret & Co., you will provide a written certification that all Confidential Information has been so returned.
4. You recognize that any breach of the covenants in this Confidentiality Statement will result in irreparable harm to Victoria's Secret & Co. for which a remedy at law will be inadequate, and agree that any breach of this Confidentiality Statement will entitle Victoria's Secret & Co. to equitable relief and termination of your membership.
5. You acknowledge that as an Creator, Victoria's Secret & Co. may solicit you, or you may volunteer, oral or written comments to Victoria's Secret & Co. about one or more aspects of Victoria's Secret & Co. current or future business (collectively, "Feedback"). All such Feedback and any products, garments, or intellectual property resulting in whole or in part from any such Feedback shall be the sole property of Victoria's Secret & Co. You expressly relinquish all rights to any such Feedback, products, or intellectual property. You further agree to fully cooperate with Victoria's Secret & Co. in its endeavors to secure any such intellectual property rights.

Without limiting the confidentiality obligations above, YOU AGREE THAT YOU WILL NOT PUBLICLY POST OR OTHERWISE DISCLOSE ANY CONFIDENTIAL INFORMATION YOU RECEIVE THROUGH YOUR PARTICIPATION IN THE PROGRAM EXCEPT AS EXPRESSLY PERMITTED HEREIN.

Special Notice: Victoria's Secret & Co. has a no-tolerance policy regarding the use of our content, including our registered or unregistered trademarks (e.g., Victoria's Secret, Victoria's Secret Pink, or Pink) or trade names (collectively "VS Trademarks") in metatags and/or hidden text. Specifically, the use of VS Trademarks in metatag keywords is trademark infringement, and the use of VS Trademarks in page text, metatags, and/or hidden text for purposes of gaining higher rankings from search engines is unfair competition. Linking to any page on the

Platform is prohibited absent express written permission from Victoria's Secret & Co. Associating or juxtaposing this Platform or its content (e.g., through framing or inline linking) with advertisements and/or other information not originating from the Platform is expressly prohibited.

Arbitration. ANY ACTION SEEKING LEGAL OR EQUITABLE RELIEF ARISING OUT OF OR RELATING TO THE PROGRAM WILL BE BROUGHT ONLY IN ACCORDANCE WITH THE "DISPUTE RESOLUTION" PROVISION IN THE [TERMS OF USE](#), WHICH SETS FORTH A BINDING ARBITRATION AGREEMENT WITH A CLASS ACTION WAIVER.

Indemnification. You agree to indemnify, defend, and hold harmless Victoria's Secret & Co., its affiliates, predecessors, successors and assigns and each of their respective officers, directors, shareholders, employees, agents, licensors and suppliers from and against all claims, losses, liability, expenses, damages and costs, including without limitation, attorney's fees, arising from or relating in any way to your Content, your use of Content, your participation in the Program, or any violation of these Program Terms, any law, or the rights of any third party.

Severability. If any provision in these Program Terms is held invalid, the remainder of these Program Terms shall continue to be enforceable. If any provision in these Program Terms is deemed unlawful, void or unenforceable, then that provision is deemed severable from these Program Terms and the remaining provisions are still valid and enforceable.

Limitation of Liability. FOR PURPOSES OF THIS LIMITATION OF LIABILITY PROVISION, "VICTORIAS' SECRET & CO." INCLUDES NOT ONLY VICTORIA'S SECRET & CO. BUT ALSO ITS AFFILIATES, PREDECESSORS, SUCCESSORS AND ASSIGNS AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, ASSOCIATES, AGENTS, LICENSORS AND SUPPLIERS. YOU WAIVE THE ABILITY TO ASSERT A CLAIM AGAINST VICTORIA'S SECRET & CO. MORE THAN ONE (1) YEAR AFTER THE FIRST EVENT OR FACT THAT GIVES RISE TO THE CLAIM.

IN NO EVENT SHALL VICTORIA'S SECRET & CO. BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION OR MEMBERSHIP IN THE PROGRAM, INCLUDING DAMAGES ARISING OUT OF CHANGES TO OR TERMINATION OF THE PROGRAM. VICTORIA'S SECRET & CO. SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS OPPORTUNITIES), REGARDLESS OF THE LEGAL THEORY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER VICTORIA'S SECRET & CO. WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THESE LIMITATIONS OF LIABILITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OF THE SORT THAT ARE DESCRIBED ABOVE, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Non Waiver. Failure to enforce any portion of these Program Terms will not constitute or be construed as a waiver of such terms or provisions or of the right to enforce such terms or provisions.

Contact. If you have any questions regarding the Program, your Creator status, or Incentives, you may email Customer Service at portalsupport@duel.tech.

