

Welcome to Drunk Elephant Skin Squad. This is a collaboration between you and **Drunk Elephant** and we can't wait to see you shouting loud! As a **Drunk Elephant** advocate, you'll play a crucial role in championing our products and helping us reach new heights. Here's what we expect from you:

### Scope of Work

1. Once you have completed the onboarding tasks, you will be rewarded with a £25 product voucher.
2. **Drunk Elephant** expects you to post at least once on your social account within 30 days after redeeming your product voucher.
3. After the first post goes live, you are free to take part in as many **tasks** as you please.
4. Each **task** rewards you with points which enable you to level up through each tier of the program.
5. Each time you level up you will unlock bigger and better rewards and exclusive community perks, so don't forget to continually share the Drunk Elephant love! We expect you to post on your social account each time you redeem a product voucher or receive a Drunk Elephant product gratis.

### Content Expectations

When posting on social media, **you must**:

- I. include tags to all relevant **Drunk Elephant** channels: TikTok **@Drunkelephant**, Instagram **@Drunkelephant**.
- II. include program hashtag #DESkinSquad
- III. include imagery that is respectful and appropriate for all audiences.
- IV. Comply with the ASA's requirements and any of their guidance and/or rulings, CAP advertising code, the Competition and Markets' Authority's ("**CMA**") Guidance on social media endorsements and all other applicable advertising and marketing guidance and regulations, as updated from time to time.
- V. Use #AD across all content that you post for **Drunk Elephant Skin Squad**

When posting on social media, **you must not**:

- A) include references to products/services from any other brands.
- B) Feature anything that displays any other brand logos.
- C) include alcohol, drugs, cigarettes, mentions, images or references to any offensive, harmful, or illegal content which could cause image damage to Drunk Elephant.
- D) include degenerative comments towards competitors, employees, social personalities or religious characters.
- E) include content that infringes on the intellectual property rights, image rights, music rights or privacy of any third party.
- F) use #sp #spon #client #collab, “in association with” or “brought to you by” on your content and do not mix or bury #ad or #advert within, or lower down, the content you create. These aforementioned are not recognised as valid by the ASA.

As a member of Drunk Elephant Skin Squad, you are agreeing that any content you submit to the program may be used and re-purposed by **Drunk Elephant** for promotional, marketing and advertising purposes, both online and offline, without any compensation beyond the benefits provided as part of **Drunk Elephant Skin Squad**.

You grant to **Drunk Elephant** and it's third party partners:

- a worldwide, royalty free, irrevocable licence to use, reproduce, republish, share and distribute the content in any media or channel, including (but not limited to);
  - the right to use your name, nickname, image, voice, photograph, likeness, signature, biographical details, symbols and words in the content in perpetuity.
  - the right to edit, copy, alter, add to, take from, adapt, modify and/or translate the content;
  - the right to add paid media spend on the content to boost its reach.

Wherever possible, Drunk Elephant will credit you as the creator of the content by using your social media handle, name or username. However, due to technical limitations or space constraints, explicit attribution may not always be possible.

### **Specific Content Expectations for Before & After tasks**

The below **Before & After guidelines** are only for Before & After tasks that will clearly be identifiable in Duel and accompanied by specific instructions dependent on the featured products.

#### **Campaign exclusivity:**

- Please refrain from featuring, mentioning, or endorsing any other skincare brands or products across your content during the campaign period.
  - Any pre-shot content must be disclosed to audiences as such.
- Please exclusively use Drunk Elephant skincare products as part of your daily skincare routine.

#### **Content Guidelines: 'Before & After' Shots**

- Appearance and Setting:
  - Bare-faced, make-up free skin
  - Natural pose and expression
  - Identical pose, angle, facial expression
  - Plain background
  - No branded clothing
- Consistent lighting conditions and camera (time of day, same room) for a true comparison
  - Authentic and genuine results: No filters
  - No retouching

- No adjustment of brightness/contrast/colour that alters the natural appearance of the skin
- No use of other edited tools
- Submitting edited content will be considered a breach of this Agreement.

By signing this scope of work, you confirm that you have read, understood, and agree to adhere to the **Before & After guidelines** outlined above for the duration of Drunk Elephant Before & After tasks only.

### Termination

You or Drunk Elephant are able to delete your **Drunk Elephant Skin Squad** account at any time. Your partnership may be terminated by Drunk Elephant if:

1. You fail to post at least once on your agreed social accounts within 30 days after redeeming your product voucher or receiving any Drunk Elephant products gratis.
2. Your account is inactive for a period of **3 months** or longer.
3. You sell, transfer, license or assign your rewards, account, submissions, reward credits, loyalty points or any account rights (or attempt to do any of the same) to anyone other than yourself.
4. You fail to meet the program expectations, which may include but is not limited to:
  - posting or submitting content that is of low quality and is not re-submitted in high quality for approval within 48-hours.
  - posting or submitting content that doesn't adhere to our **Drunk Elephant** guidelines and our talent social media policy at Annex 1.
  - posting or submitting content that doesn't meet the terms outlined in the Scope of Work.

If you're happy with all of the points mentioned above, let's go!

## Annex 1

### **SHISEIDO TALENT POLICY**

You agree to abide by the following Shiseido Talent Policy ("**Policy**") when posting social media content ("**Posting**") at the request of Shiseido Limited ("**Shiseido**"), or when Shiseido has provided you with free product or any incentive for you to post.

In signing this Agreement, you agree that you have read this carefully and are aligned with the universal values set out in this policy. If you would like to discuss them at any point, please reach out to your Shiseido contact.

#### **1. Application of Policy**

Posting includes your social media channels (e.g. Instagram, TikTok, Facebook, Twitter, Snapchat), including any online activity conducted on a vlog/blog you operate on YouTube, Company-owned websites or third party websites (e.g., Facebook, Twitter, Instagram, Snapchat, YouTube, etc.). Posting also includes making comments about Shiseido, its products or services or those of its competitors, on third party apps or websites (e.g., on public review websites like Yelp!, via the Amazon.com Customer Review feature, etc.).

#### **2. Disclose Your Connection to Shiseido**

Whether you were directly engaged by Shiseido to engage in Posting (e.g. under an Agreement), or have simply been given an incentive to review Shiseido's products, you should make your commercial relationship with Shiseido clear to readers. This connection should be disclosed regardless of space limitations of the medium and it should be prominent enough for consumers to view and understand it easily when they are reading your posts.

**#ad or #advert must be used at the start of posts (clearly and prominently before a consumer engages with a post to disclose that advertising is taking place.** Optionally, this hashtag could be used in combination with the Paid Partnership tool.

Please do not use #sp #spon #client #collab, In association with or brought to you by - and do not mix or bury #ad or #advert within, or lower down, the post. These are not recognised as valid by the UK's advertising regulator, the ASA.

As you have a commercial relationship with Shiseido (because of entering an Agreement or otherwise being provided with an incentive), the use of #gift or #gifted is not sufficient if you receive any products or services from Shiseido.

### **3. Give Your Honest and Truthful Opinions**

Your statements should always reflect your honest and truthful opinions and actual experiences and clearly state that the views expressed are yours alone and do not represent the views of Shiseido. That being said, be aware that stating even honest views about Shiseido, its competitors or its respective industries, may have repercussions for you. Remember that Shiseido expects that you refrain from making statements that may be inconsistent with the positive images and/or goodwill with which Shiseido wishes to associate. This would likely include linking to, or including content that is sexual, violent, offensive, socially irresponsible or otherwise inappropriate for the audience for which it was intended.

If a statement is not your opinion, but rather something that Shiseido has asked you to say, this fact should be made clear to readers and you should only post content provided by Shiseido to the extent it is consistent with your own views and opinions.

### **4. Only Make Factual Statements That Are Truthful and Can Be Verified**

Only make a factual statement about a product/service's characteristic or quality which you know for certain is true and can be verified. Remember that even if you don't expressly state a fact, it may be implied, and this Policy applies to both express and implied messages. Be especially careful about making any false statement about Shiseido's competitors or their products/services, as Shiseido does not support any false or misleading statement or comparison. If you are Posting at Shiseido's direct request, each Post entry will require prior legal review (please check with your Company contact for full details).

Be careful when using filters. A filter should not be used if this could be seen as exaggerating or giving a false impression of the effects of a product.

### **5. Promotions, Giveaways or Contests**

Influencer giveaways, sweepstakes or contests are subject to applicable laws and compliance with Shiseido's policies. Influencers invited to participate in a Shiseido sponsored giveaway must provide receipt of acknowledgement of their participation and agree to be in compliance with this Policy. All vlogs must contain a brief description about Shiseido and post links to Shiseido websites. Any promotion (sweepstakes, contest, free giveaway, etc.) conducted at Shiseido's direct request must disclose your affiliation with Shiseido (see section 2 above). Any contests or sweepstakes must provide a link to the complete "Official Rules" (or "Terms and Conditions" as applicable) and be compliant with all applicable legislation and regulations.

### **6. Do Not Send E-Mail Messages on Company's Behalf Unless Expressly Requested**

Unless expressly requested, Shiseido does not want you to send any e-mails on its behalf, nor will it provide you any compensation if you do. To the extent that you send your own e-mails, Shiseido encourages you to comply with all applicable laws. For the purposes of clarity, if you are specifically

asked to send any emails on Shiseido's behalf, this Policy will apply and any e-mail communication about Shiseido or its products and services shall be considered Posting for the purposes of this Policy. If you are asked by Shiseido to send e-mails or social networking messages, you should disclose your connection to Shiseido (see section 2 above) and Shiseido may also require certain disclosures to be contained in the message.

## **7. Respect Intellectual Property Rights**

Intellectual property is the group of legal rights relating to things people create or invent. Intellectual property rights typically include copyright, trademarks, and trade secret rights, as well as the right to use someone's name, likeness or voice. Examples include photographs, video, music, trademarks/logos, personal names/likenesses, writings, etc.

Only use Shiseido's intellectual property with Shiseido's express written permission, and do not alter or modify any of Shiseido's intellectual property. Only use third-party owned intellectual property with express permission of the owner or when such use is otherwise permitted under the law (such as a "fair use"). Note: A determination that a use is a "fair use" is a legal judgment and should likely only be made after consultation with Shiseido's legal department, or your own legal counsel, as appropriate.

All Posts should comply with applicable laws and regulations.

## **8. Do Not Disclose Any Shiseido Confidential Information**

If you receive or become aware of information about Shiseido, or its products or services or its internal business operations (including financial information) that is not known by the general public or is subject to a non-disclosure agreement, do not include such information in your Post. To the extent you have any question whether information is confidential in nature, either contact Shiseido directly before disclosing such information or otherwise err on the side of caution and do not disclose the information. Please refer all media inquiries regarding Shiseido or its products or services to Shiseido's Public Relations department.

## **9. You Are Personally Responsible For Your Actions**

You should know that you are personally liable under applicable law for your actions and omissions with respect to your Post, which makes following this Policy, as well as all other applicable laws, regulations and other applicable legal authority, particularly important. Furthermore, you should know that Shiseido will hold you directly responsible for any claims which arise directly from your violation of the law, this Policy, or Shiseido's rights, and by Posting you hereby agree to indemnify Shiseido, its parents, affiliates and subsidiaries from any liability which arises out of a breach of the foregoing.

## **10. We Reserve The Right To Ask You To Remove Posts**

By Posting at the direct request of Shiseido, or by accepting any incentive from Shiseido to Post, you agree that you will immediately remove any content on your Post relating to Shiseido, its products or its services, those of its competitors or those associated with Shiseido, upon notice from Shiseido that it finds the content objectionable. Even if we do not notify you, we expect that you will promptly remove

any content for which you receive a legitimate complaint or which you later become aware may be in violation of the law or otherwise violate third party rights.

If you have any questions about this Policy, please reach out and ask your Shiseido contact.