Welcome to the **No7 Beauty Community**

Welcome to the No7 Beauty Community ("Program") by Boots Retail USA Inc. d/b/a No7 Beauty Company North America ("No7"). A unique community powered by rewarding our brand fans for completing fun challenges, the No7 Beauty Community is your opportunity to earn commission as a No7 Beauty affiliate advocate, help shape future product or marketing pipelines, get featured on No7 Beauty channels and gain access to exclusive products, promotions events and more like never before.

Upon acceptance into the Program, subject to completing the required tasks to reach the relevant tier, you will receive your first coupon code to order your No7 Beauty product(s) of choice. We do ask that you post your first piece of content within 30 days of receiving your product, which we know will be ample time for you to fall in love with using our product if you haven't done so already!

Once the first post goes live, you will be free to take part in as many challenges as you please. This community is organised into tiers, with access to tiers being awarded on completion of fun and easy challenges and earning points. With each new tier, you unlock opportunities to be gifted new product or coupons of increasing value/exclusivity, VIP opportunities and events and higher commission rates, so please do keep up with sharing your love for No7 Beauty.

We do ask that you post on your social channels each time you order or receive more product to continue sharing your love of the exciting new products or old favourites you're using.

When posting on your social channels, you must include (but not limited to) the following*:

1. Tags to all relevant No7 Beauty channels (@no7 on Instagram, @no7 on TikTok)
2. Brand hashtags (#No7Beauty, #No7BeautyCommunity)
3. Endorsement hashtags for compliance (#AD upfront in caption)
4. Imagery that is respectful and appropriate for all audiences
5. Use only commercial use or licenced sounds on social media platforms

When posting on social channels, you must not include (but not limited to) the following*:

1. References to products/services from any other brands
2. Mentions, images or references to any obscene, offensive, harmful or illegal content
3. Information known by you to be false, inaccurate or misleading
4. Content that is, or may reasonably be considered to be, hate speech, or promote/incite bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age
5. Degenerative comments towards competitors, employees, social personalities or religious characters
6. Content that infringes on the intellectual propriety rights or privacy of any third party
7. Do not use music available under your personal social media accounts for any commercial purpose including associating the music with, or promoting, a brand or business
8. Do not use music or sounds from outside of the commercial library (this includes other user-generated content, including trending sounds or original audios)

As a member of The No7 Beauty Community, you are agreeing that any content you submit to the program may be used and re-purposed by No7 Beauty for promotional marketing and advertising purposes, both online and offline, without any compensation beyond the benefits provided as part of the Program*. Wherever possible, No7 Beauty 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.

Termination

You or No7 Beauty are able to delete your No7 Beauty Community Duel account at any time. Your account may be terminated by No7 Beauty if*:

1. You fail to post at least once on your social channels within 30 days after receiving your No7 Beauty product
2. Your account is inactive for a period of 90 days or longer
3. You fail to meet the Program expectations, which may include but is not limited to:
    a. Posting or submitting content that does not demonstrate reasonable care or fails to meet Program standards, as determined by the organisers at their discretion (including but not limited content with sound issues and poor resolution).
    b. Posting or submitting content that doesn't adhere to No7 Beauty guidelines and rules of engagement

*Full details including Content Requirements, Endorsements, Commission and Content Ownership can be found in our **Rules of Engagement**.

We ask you please carefully read the following No7 Beauty Program Rules of Engagement . Please note that the Program platform is hosted by a trusted third party Duel Holdings Limited ("Duel") on behalf of No7 Beauty. You will be required to create a Duel account to participate in this Program, and your obligations and rights as you navigate this Program are governed by the Duel Terms of Service and Privacy Policy ("Duel Terms")To participate in The No7 Beauty Community you will review and consent to the aforementioned Rules of Engagement and Duel's Terms and any personal data provided to Duel will be governed by the Duel Terms.

Click here to read our **Rules of Engagement**. Terms used in our Rules of Engagement have the same meaning as set out on this page.

Once you have read and are agreed to the above terms and the Rules of Engagement, please sign the text box.

This site runs on the Duel platform under the Duel terms of service and privacy policy

No7 Beauty Duel Advocacy Program Rules of Engagement

Eligibility

The prerequisites for taking part in the Program are as follows: You must (i) be 18+; (ii) have a public Instagram and/or TikTok account; (iii) have a minimum of 1,000 social followers on at least one (1) major social network (Instagram or TikTok); (iv) be a legal resident in the UK or the US and; (v) not be an employee of No7 Beauty or any of its affiliates in The Boots Group ("Group Company") (together "the Prerequisites").

We reserve the right to verify at any time you meet the Prerequisites and to terminate immediately and without prior notice, simply by sending you an e-mail, your Program membership if at any time we determine you do not meet the Prerequisites.

We also reserve the right to amend the Prerequisites at any time in our sole discretion it being specified and we will give you reasonable notice so that you have enough time to comply, if applicable.

You may be invited to participate in our Program, or you can apply at your own discretion. If you are invited to participate, you will need to sign-up and create an account with Duel.

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.

Notwithstanding compliance with the Prerequisites, selection for the Program is entirely within the discretion of No7 Beauty.

Onboarding and Membership, Perks and Rewards

Upon completing your onboarding process, you will receive your initial reward in the form of a coupon code to the value defined by the reward tiering advertised at that time. Thereafter, you will have the opportunity to participate in a variety of task activities, including content creation, writing reviews, visiting stores, and numerous other engagement options. As you complete these activities, you will accumulate points that enable you to progress to higher tiers. At each advanced tier, you will be eligible for specific rewards, vouchers, commission payments based on your level of achievement within the Program through No7 Beauty's website or app. No7 Beauty reserves the right to change the perks of the Program at any time.

Participation in the Program or completing any given task is entirely voluntary.

Members can access account information on the Duel's platform. This page will include details about your membership, which may include the tasks; your current activity; seasonal promotion and offers; how to redeem rewards. You represent and warrant that all information provided to become a Platform member ("Member") and the password you create as a Member (the "Member Information") is accurate and up to date.

No7 Beauty 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 Member Information.

Acceptance into the Program does not guarantee the Member any specific number of program activity invitations, test product or incentives.

Commission

Commission will be paid, dependant on your No7 Beauty Community tier and is outlined upon sign up to the Program and in the dashboard.

Commissions shall be payable after [30 days of the end of the month of purchase], in line with our returns window to allow for fully or partially returned orders to be accounted for. Upon signing up to the No7 Beauty Community you will have access to a unique dashboard page to view your referrals and pending commission.

Any commission payment(s) owed to you and earned by posting your link created on the Program will be processed and paid by Duel and issued by PayPal. Therefore, you are subject to Duel's Terms and PayPal's terms and conditions for the receipt of commission payments. No7 Beauty is not responsible for such payments or for the acts of PayPal. You acknowledge and agree that commission linking, and the tracking thereof, may be restricted, disabled, or otherwise rendered ineffective where tracking capabilities, cookies and/or other similar tracking technologies are disabled on their device or browser, or there is other restrictive software in place which prevents the tracking of the activity.

For the avoidance of doubt, you acknowledge and agree that you will only receive commission payment(s) where commission links are capable of being tracked and verified by No7 Beauty and Duel and are not invalid transactions. Invalid transactions include but are not limited to suspected fraud, deactivation of a token, bulk ordering, or where products are returned to No7 Beauty. No7 Beauty does not accept any liability for inability to track and verify a commission link, but will use commercially reasonable efforts to do so.

In the event of a dispute over commission payments, No7 Beauty and Duel's records and tracking data shall be deemed conclusive for determining commission payment eligibility. This clause may be amended from time to time to reflect any changes in tracking technologies and/or regulatory requirements impacting user tracking and related data collection considerations.

Creation and Ownership of Content and IP

You agree to create certain posts, text, photographs, videos, audio/sound recordings, artwork, suggestions, ideas, concepts, know-how, techniques, questions, comments and/or other communication or materials ("Content") at your own expense, using your own resources and equipment, in connection with the Program, which may contain your name, social media handle, image (including body art), likeness, persona, biographical information (e.g. height, size, skin type), opinion and/or voice (collectively, your "Likeness").

You remain the legal owner of any Content you upload and post to your social channels in connection with the Program, except the extent such Content contains No7 Beauty or any Group Company's intellectual property rights.

You warrant that any music, sound recordings, or audio elements included in the Content are either:

- (a) original works created by you; or
- (b) properly licensed for commercial use, including sublicensing to No7 Beauty and its Group Companies for worldwide promotional purposes across all media channels
- You must not use any music or audio for which you do not hold the necessary rights or permissions.
- You agree to provide evidence of such rights upon request by No7 Beauty.
- No7 Beauty reserves the right to refuse, remove, or decline to repurpose any Content that includes music or audio elements where rights cannot be verified.

By uploading Content to social media channels connected with the Program, you grant No7 Beauty and its Group Company a non-exclusive, royalty free, transferable, sublicensable, perpetual, worldwide licence to use, adapt, modify, enhance or create derivative works from such Content, as necessary or desirable including for the purposes of providing, improving, expanding and promoting the products and services of No7 Beauty or any Group Company, including paid advertising campaigns and other products and services we may offer from time to time. You agree that No7 Beauty and Group Companies may identify you by your Likeness when reposting or sharing your Content.

You irrevocably consent to, authorise and grant No7 Beauty the worldwide right to use, display and otherwise exploit your Likeness (solely to the extent incorporated into the Content) in connection with the marketing, advertising and promotion of No7 Beauty (including paid advertising campaigns) and the Program across brand channels, which shall include on a worldwide basis (i) all No7 Beauty and Group Company owned, operated and authorised channels including, without limitation, physical stores, franchises, retail and wholesale partners, digital, online, social, blog, app, email, mobile, signage, point of sale; (ii) all paid media, including, without limitation, social, display, paid search, audio, video, mobile, desktop; and (iii) other authorised channels including, without limitation, brand agents posting on behalf of the Program, whitelist/dark post rights, social commerce checkout functionality and any other authorised channel in furtherance of No7 Beauty brand promotion.

You recognise that No7 Beauty has the unlimited right to edit, copy, alter, add to, take from, adapt and translate the Content and dub it into one or more foreign languages. To the maximum extent permitted by U.S. law, you waive any claims under 17 U.S.C. § 106A or any similar theories relating to edits, adaptations, or modifications of your content any similar laws of any jurisdiction in favour of No7 Beauty.

You further acknowledge and agree that No7 Beauty shall own and retain all right, title and interest in and to the Program as well as any trademarks, trade names, service marks, logos, artwork, designs, copy or other intellectual property owned by No7 Beauty (collectively, “No7 Beauty IP”). You shall have no interest or right to use any No7 Beauty IP except for the limited right of usage in connection with the Program in accordance with these Rules of Engagement. All uses of any No7 Beauty IP under these Rules of Engagement will inure solely to the benefit of No7 Beauty.

You must not:

- bid directly or indirectly on any search engine for any brand name or term that features a No7 Beauty name or trade mark or any similar names or trade marks.

- use the No7 Beauty trademarks, or misspellings or confusingly similar variations of the No7 Beauty Trademarks;
- Use the No7 Beauty trademarks or reference the Program in any 'bulk email' without our prior written consent;
- Use the No7 Beauty trademarks:-
    a. For any purpose which has not been expressly authorised by No7 Beauty;
    b. for the purpose of diverting customers to websites not owned by No7 Beauty or Group Companies or to give priority to websites not owned by No7 Beauty;
    c. for the purpose of registering any URLs that include any of the No7 Beauty trademarks, or any version that could be mistaken for an official web site of No7 Beauty;
    d. for the purpose of using "add to favourite" campaigns that would mislead consumers to think that they are bookmarking a web site of No7 Beauty .

You may only link to the No7 Beauty URLs in a way that is fair and does not damage No7 Beauty's reputation or take advantage of it. You must obtain prior written approval from No7 before taking/scrapping any content from the No7 Beauty URLs. It should be clear to consumers that by clicking on the link to a No7 Beauty URL they have left your website and are now on a web site owned by No7.

No7 Beauty expressly reserves the right to revoke consent and/or the rights granted in these Rules of Engagement for you to link to the No7 Beauty URLs websites at any time at No7 Beauty's discretion and without notice and to require you to immediately remove from your website, social media profile or any other location any links to the No7 Beauty URLs, No7 Beauty trading names, No7 Beauty trademarks and No7 Beauty logos.

Content Guidelines and Submission Requirements

We ask that content be posted within 30 days of receipt of product (either ordered from our website using gifted coupon or gifted product directly) from No7 Beauty.

In order to ensure the protection and promotion of the No7 Beauty brand, and not to limit your discretion in connection with the creation of the Content, you agree to submit all Content through the No7 Beauty Community Program for review and shall only post compliant Content.

You shall use No7 Beauty product in connection with the Program, including within the Content. Content shall *not include* any third-party logos or statements about third-party brands.

When referencing the brand, please always say "No7 **Beauty**" rather than "No7"

You shall not submit or post any Content that is not compliant with the following Content Guidelines, nor shall any content on any website of yours (whether or not it links to No7 Beauty URL) not be compliant with the following ("Content Guidelines").

- violates or infringes any rights of any third party, including but not limited to copyright, trademark, privacy, publicity of any other intellectual property rights;

- Contains material that is indecent, obscene, hateful, defamatory, slanderous or libelous, or promotes violence or gambling;
- Publicises any political slogans;
- Contains material that is unlawful, in violation of or contrary to the laws and regulations of the United States or of any jurisdiction where Content is created or published, or is not compliant with the Federal Trade Commission (FTC) Endorsement Guides (2023) and State consumer protection laws;
- Contains information which is false, inaccurate or misleading;
- Contains content that is, or may reasonably be considered to be, hate speech, or promote/incite bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Promotes any form of buy now pay later or other credit related services
- Degenerative comments towards competitors, employees, social personalities or religious characters
- Contains material or content for which you have been compensated or granted any consideration by any third party;
- Disparages No7 Beauty, the Program, or any other person or party;
- Introduces a computer virus or other malicious code;
- Contains material not consistent with the image and values of No7;
- Uses skin-affecting or enhancing filters or AI;
- Contains mirrored Content. If filming in selfie mode, please ensure content is flipped so that product labels are legible;
- Contains product claims or information that have expressly been disallowed in the product information shared with you;

You must not post, comment or otherwise interact with any social media platform operated by No7 or a Group Company in order to attempt to drive visitors to your link or Codes.

You must not promote Content posted by you in connection with the Program via paid social media or paid search activity without the prior written consent of No7 Beauty.

Where applicable, you will comply with the Federal Trade Commission (FTC) Endorsement Guides (2023) and State consumer protection laws; Federal Trade Commission Act (FTC Act) – Section 5; the Lanham Act; State Right of Publicity Laws; Copyright Law (17 U.S.C. § 101 et seq.); and the Digital Millennium Copyright Act (DMCA)..

You warrant and undertake that you and any associated person will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1 et seq.), the Federal Bribery Statute (18 U.S.C. § 201), and any applicable state anti-bribery or commercial bribery laws. By accepting these Rules of Engagement, you are committing to abiding by the instructions given to you in regards to product claims dos and don’ts.

Following posting of compliant Content by you, No7 Beauty shall have the right to require, and you hereby agree to either: (i) revise any Content as instructed by No7 Beauty or (ii) remove any

reference to No7 Beauty from the Content; and/or (iii) remove the Content altogether. In the event of any such requirement from No7 Beauty, you shall revise the applicable Content in accordance with the Content Guidelines. Where reference of No7 Beauty is removed and/or the Content is removed in its entirety, no commission payment will be paid out from the date of instruction.

Promo Code

Upon successful completion of sign up, you will be given a unique promotional code offering an introductory 20% discount ("Promo Code") to your social followers who are not already No7 Beauty customers.

This Promo Code may be shared only with your social channel followers. The promo code is not to be shared via voucher code websites, nor sold or exchanged for monetary or other value. No7 Beauty reserves the right to rescind the offer at any time if we deem the voucher code is misused, or if we discontinue, limit or change the terms of The No7 Beauty Community.

In order for the social followers to redeem a Promo Code, that person must;

a. Make a purchase on the https://us.no7beauty.com website for the Product (excluding those above under "Products") not redeemable on , e-gift cards or treatment bookings or to be used in conjunction with another promo code
b. Be a new customer for No7 Beauty (e.g. they cannot have pre-existing https://us.no7beauty.com transaction history either under an existing account or create a new account under an alternate email address)
c. can only use the Promo Code once and for their first purchase. It will be redeemable against all applicable items in the basket

You must make the above requirements clear to your social channel followers at the time you provide them with the Promo Code.

Purchase of Goods

Where goods are purchased from a No7 Beauty URL the No7 Beauty terms and conditions available at such No7 Beauty URL will apply to those purchases.

Only discount and/or voucher codes ("Codes") that are supplied to you by No7 Beauty are valid for use. Any Codes that have not been approved by No7 Beauty or are found to be displayed on websites that have not been approved by No7 Beauty will result in commissions for such Codes being declined.

No7 Beauty will decline rewards and commission on sales which contain an unauthorised Code, or relate to an exclusive Code that has tracked through a different publisher from the person to whom the exclusive Code was assigned.

Customers must be logged in to the No7 Beauty URLs to redeem Codes. Where Codes are issued with an expiry date this should be clearly displayed, and Codes should be removed or explicitly marked as expired after this date.

We reserve the right to cancel any orders which fit the definition of a B2B sale and commission on these orders will be denied. A B2B sale is a sale to a customer who does not have, or we suspect, in our discretion, may not have, the intention to use the products for their own personal use.

Online returns policy

This section does not affect your statutory rights. You may return any unwanted items to any No7 Beauty retail store within 30 days of receiving your order for a refund or replacement, or return free of charge using the returns label on the invoice received with your order. No7 regrets that it is unable to exchange items.

Any items that are unused and in their original packaging can be returned under No7 returns policy. Electrical and photographic equipment will only be accepted if complete with all leads, accessories and software. Any software must have its original seal intact.

No7 Beauty reserves the right to refuse an exchange or refund if goods are not returned in a saleable condition or are damaged. All returns are evaluated before being processed.

Unless faulty, medicines, food, personalised gifts or cosmetics products which have been opened cannot be refunded or exchanged. Faulty items will be accepted up to the manufacturer's warranty terms.

<u>Endorsements and Social Media Engagement Policy</u>

You shall comply with all applicable laws, rules and regulations when creating Content, including, but not limited the Federal Trade Commission (FTC) Endorsement Guides (2023) and State consumer protection laws; Federal Trade Commission Act (FTC Act) – Section 5; the Lanham Act; State Right of Publicity Laws; Copyright Law (17 U.S.C. § 101 et seq.); and the Digital Millennium Copyright Act (DMCA).. You shall also comply with No7's Endorsement and Social Media Engagement Policy as follows;

Instagram/Facebook

Instagram/Facebook Picture Posts;

- Written disclosure: #AD and #No7Beauty in order to clearly identify who the ad is made on behalf of
    - The material disclosure should disclose the brand, be at the beginning of the description, and before the "more" button

Instagram/Facebook Stories; disclosures must appear in two forms

- Verbal disclosure: e.g. "This video is in partnership with No7 Beauty"
    - The verbal disclosure should happen within the first thirty seconds of the video and must be clear and unambiguous; AND
- Overlay disclosure: #AD and #No7Beauty superimposed on the image or video

Instagram/Facebook Reels; disclosures must appear in two forms;

- Use Instagram's branded content tool; AND

- Written disclosure: #AD and #No7Beauty in order to clearly identify who the ad is made on behalf of, all of must be visible during the entire Reel
    - The disclosure must be located in the beginning of the Reel caption and before the "show more " button

YouTube; disclosures must appear in three forms;

- Verbal disclosure: e.g. "This video is in partnership with No7 Beauty"
    - The verbal disclosure should happen within the first thirty seconds of the video and must be clear and unambiguous; AND
- Video description disclosure; #AD and #No7Beauty ; should be located at the beginning of the description and before the "more" button; AND
- Overlay disclosure; #AD superimposed on video

TikTok: disclosures must appear in two forms;

- Written disclosure in the caption; #AD, #AdvertisementFeature, #Advertising, or #AdFeature along with #No7Beauty and in order to clearly identify who the ad is made on behalf of
    - Must be prominently located upfront in the beginning of the description and before the "show more" button; AND
- TikTok's branded content toggle should be used as well, if possible

For the purposes of Content to Social followers, you may refer to the brand as "No7".

You agree to not speak about or refer to No7 Beauty or its products or services, directly or indirectly, without disclosing that you and No7 Beauty Company have a material connection. This includes but is not limited to when posting Content on your social channels or in an editorial or expert capacity (including live appearances or through any media) when a significant minority of the audience does not understand or expect that you and No7 Beauty have a material connection. Your statements will reflect your honest views and personal experiences with No7 Beauty. Your statements will also be clear and conspicuous (difficult to miss, easily understandable, and issued in the same format as your representation).

No7 Beauty reserves the right to monitor your compliance with these Rules of Engagement and all applicable laws and regulations, and to deactivate your Duel account in the event of any non-compliance.

<u>Representations and Warranties</u>

You represent and warrant to No7 Beauty that: (i) you have the full right, power and authority to agree to these Rules of Engagement, grant the rights granted herein, and fully perform your obligations without violating the rights of any third party; (ii) the Content created or provided by you is wholly original, and that the use of the Content in accordance with these Rules of Engagement will not infringe any patents, copyrights, trademarks, trade secrets or other intellectual property rights or violate the right of privacy, publicity or other rights of any third party; (iii) you, and the Content will comply with No7 Beauty's Endorsements and Social Media Engagement Policy and all other Rules of Engagement; (iv) you will comply with any Internet platforms' terms of use and policies when posting Content on such third party Internet platforms; (v) you are the sole owner of your Likeness and rights of publicity licensed for use to No7 Beauty hereunder; and (vi) No7 Beauty shall not be required to

make any monetary payments of any nature whatsoever to you and/or any third parties in connection with the use and/or ownership of the Content provided under these Rules of Engagement.

Indemnity

You shall indemnify, defend and hold harmless No7 Beauty from and against any third-party claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable outside attorneys' fees) arising out of or related to (i) the use of your Likeness and Content, including any infringement of third party rights including unauthorised use of music or audio content in your posts and any infringement of third party rights related to music or audio elements included in your Content; (ii) the exercise of any rights granted by you to No7 Beauty hereunder, (iii) any breach of the representations, warranties or covenants made by your herein; or (iv) any act or omission or wilful misconduct y you or your representatives in connection with these Rules of Engagement.

You must not (and shall fully indemnify No7 Beauty for its losses for breach of the following):

- i) replicate the No7 Beauty URLs or create a frame or any other browser or border environment around the No7 Beauty URLs;
- i) use, set up, establish or bid for any domain name or social media account that includes reference to No7 Beauty or its Group Companies' trade marks or logos.
- i) in any way imply that No7 Beauty is endorsing any products or services other than its own;
- i) use https://us.no7beauty.com as the display URL in Google, or any other paid performance website or generally mislead the consumer into believing any advertisement is from the official https://us.no7beauty.com web site. For the avoidance of doubt, this applies to and includes all paid performance keywords.
- i) remove, distort or otherwise alter the size or appearance of No7 or its Group Companies' trade marks or logos.
- i) misrepresent your relationship with No7 Beauty nor present any other false information about No7 Beauty ;
- i) use or display anywhere (including but not limited to on your website) any trade marks or logos or any trading name of No7 without express prior written permission from No7 Beauty ;
- i) link from a website that is not owned by you;

send any unsolicited email to any person either under or in connection with the Program.

EXCLUDING ONLY YOUR INDEMNITY AND DEFENCE OBLIGATIONS HEREIN, AND UNLESS SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL NO7 BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL OR LOSS OF REVENUE OR PROFIT) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR THE PERFORMANCE OF THE PARTIES' RESPECTIVE OBLIGATIONS HEREUNDER, REGARDLESS OF THE LEGAL

THEORY ASSERTED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Confidentiality

No7 Beauty has a special relationship with its Members and we rely on this trusted relationship, and you agree to maintain the confidentiality of information you receive as a Member. As a Member, you acknowledge that you may be given access to and obtain knowledge of Confidential Information (as defined below).

"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 No7 Beauty or it's Group Company, and in addition with respect to trade secrets, is any information meeting the criteria of a trade secret under applicable law.

You agree that you will not publicly post or otherwise disclose any Confidential Information you receive through your participation in the Program (except as expressively permitted herein) during your Program's membership and for a period of five (5) years from the date of its termination for any reason whatsoever.

Data protection

To be part of the Program you consent to No7 Beauty Privacy Policy. When you enrol in the Program and provide us with your email address, you will be enrolled to receive marketing emails from No7 Beauty. 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 No7 Beauty's marketing emails, you will continue to receive relationship/operation emails related to the Program. The Program is run through Duel, a third party partner of No7 Beauty. To access Duel, you will have to review and consent to Duel's Privacy Policy. Any personal data provided to Duel will be governed by that Privacy Policy.

Termination/Deactivation

No7 Beauty reserve the right to immediately terminate the Program or terminate or suspend your membership and your access to the Program, at any time by sending you an email, for one of or a combination of the following reasons: (i) you fail to post Content to your Social channel(s) within 30 days of receipt of Product; (ii) your account is inactive for longer than a 90-day period; (iii) you fail to meet the Prerequisites; (iv) 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 or; (v) you fail to meet the Program expectations, which may include but is not limited to: posting or submitting Content that is of low quality, posting or submitting Content that doesn't adhere to these No7 Beauty's The No7 Beauty Community guidelines, posting or submitting Content that doesn't meet the terms outlined by No7 Beauty, posting or submitting Content that does not comply with the corresponding publicity or advertising regulations or any applicable laws.

Without prejudice to the foregoing, No7 Beauty may terminate the Program or terminate or suspend your membership and your access to the Program, for any reason and by sending you a simple e-mail, with no prior notice.

If your use of the Program is suspended or terminated, any information that you have stored will no longer be available to you. No7 Beauty may also terminate or change any incentive programs associated with the Program at any time, in its sole discretion, subject to reasonable notice. If your use of the Program is terminated, you will immediately cease use of and remove from your site, all links to the No7 URLs and other images and materials in connection with the Program.

If you violate any of these Program Rules of Engagement or any other terms associated with the Program or any specific task, No7 Beauty will be entitled to immediately terminate your Program membership by simply sending you an email and may seek any other legal remedies resulting from your actions. Upon such termination, Members will have any outstanding incentives paid in accordance with the timelines described in these Rules of Engagement.

Miscellaneous

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

1 **Variations:** No7 Beauty reserves the right to update or modify these Rules of Engagement of Engagement at any time by publishing on the Duel Platform. Unless expressly stated otherwise, any updated terms will automatically supersede and replace any previous versions. For clarity, the most recently updated Rules of Engagement will govern your participation and shall be binding. If in the future the Program is no longer run through Duel as a third party partner, No7 Beauty reserves the right to transfer you to any newly created Program including your Member Information and Program history, including, but not limited to, transaction history, Content history, rewards history including commission, and task history.

1 **Reputation:** You agree that you will not publicly disparage No7 Beauty, The Boots Group ("Group Company"), its brands, its products, or the Program. You will not make any public announcement relating to the Program without No7 Beauty's prior written consent.

1 **No assignment and third parties:** Your services are unique and personal to you. You shall not assign any of your rights or delegate any of your obligations hereunder without the prior written consent of No7 Beauty, such consent not to be unreasonable withheld, conditioned, or delayed. Group Companies may enforce these Rules of Engagement but no other third party may enforce them.

1 **Governing Law; Jurisdiction;** These Rules of Engagement are governed by, and shall be construed in accordance with US Law. Each party irrevocably agrees that the courts of the State of Illinois shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Rules of Engagement and all matters arising from it.

1 **Notice:** Any communication required or permitted to be given hereunder shall be in writing, effective upon receipt, and delivered by email to you. Notices to No7 Beauty shall be addressed by mail to: No7 Beauty, 1 Thane Road West, Nottingham, NG2 3AA. Attn: Legal Department, or by email to: advocacy@no7company.com (return receipt requested and provided a copy is sent by post).

1 **Relationship of Parties:** Each of the parties agrees that the intent of these Rules of Engagement is to create an independent contractor relationship between the parties: nothing herein shall be deemed to create an employment relationship between you and No7 Beauty. Anyone who agrees to these Rules of Engagement does so voluntarily. By way of further explanation: You understand that these Rules of Engagement do not create any association, partnership, joint venture, employee, worker or agency relationship between you and No7 Beauty for any purpose. You understand the Rules of Engagement do not entitle you to receive any of the rights, privileges, or benefits of being an employee or a worker of No7 Beauty, nor does it entitle you to continued participation in the Program. Further, you acknowledge that No7 Beauty is under no obligation to compensate you beyond what is specified in these Rules of Engagement or to offer you employment, nor work of any particular kind. You have no authority (and will not hold yourself out as having) to bind No7 Beauty and will not make any agreements or representations on No7 Beauty Company's behalf or without No7 Beauty's prior written consent.

1 **Severability:** If any provision of these Rules of Engagement are or become invalid or unenforceable under any law of mandatory application, it is the intent of you and No7 Beauty that such provision be deemed severed and omitted from these Rules of Engagement, the remaining portion of these Rules of Engagement remain in full force and effect as written

1 **Entire Agreement:** These Rules of Engagement are complete and supersede any prior or contemporaneous agreement, whether written, oral or implied, and none of such Rules of Engagement may be added to, modified, superseded or altered. No waiver of any provision of these Rules of Engagement shall be effective unless it is in writing and signed by an authorised officer or representative of the parties, as appropriate, and then such waiver shall be effective only in the specific instance and for the specific purpose given. The failure to exercise any right or remedy under these Rules of Engagement shall not be deemed a waiver of the right to exercise such right or remedy at a later date.

CONTACT

For general enquiries relating to the Program please email advocacy@no7company.com.

If you agree with these Rules of Engagement, indicate your assent as instructed.