

BATH & BODY WORKS SCENT COLLECTIVE PARTICIPATION TERMS

Effective as of May 8, 2026

IMPORTANT LEGAL INFORMATION: PLEASE READ THE FOLLOWING TERMS AND CONDITIONS ("PROGRAM TERMS") CAREFULLY. THESE PROGRAM TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR PARTICIPATION IN THE SCENT COLLECTIVE. THESE PROGRAM TERMS SUPERSEDE ALL PREVIOUSLY PUBLISHED PROGRAM TERMS IN THEIR ENTIRETY AS OF THE DATE NOTED ABOVE, AND SHALL APPLY TO ANY PENDING OR FUTURE DISPUTE BETWEEN YOU AND BATH & BODY WORKS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

THESE PROGRAM TERMS CONTAIN A MANDATORY DISPUTE RESOLUTION PROVISION AND ARBITRATION AGREEMENT WITH A CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. THIS ARBITRATION AGREEMENT REQUIRES THAT DISPUTES BE RESOLVED IN ARBITRATION OR SMALL CLAIMS COURT PROCEEDINGS, AND BROUGHT ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A CLASS OR REPRESENTATIVE PROCEEDING. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN A COURT PROCEEDING. PLEASE REVIEW THOSE SECTIONS CAREFULLY.

1. Program Overview

Welcome to the Scent Collective ("Program"), a community for Bath & Body Works advocates designed to reward eligible participants ("Advocates") for authentic engagement with Bath & Body Works products, services, and campaigns. The Program is offered at the sole discretion of Bath & Body Works Brand Management, Inc. ("Bath & Body Works", "we", "us" or "our") and administered by Duel Holding Limited ("Duel"). Each eligible participant must apply to the Program through the Program portal ("Program Portal") and be accepted by Bath & Body Works. Acceptance into the Program is entirely within our discretion. Once accepted, Advocates will be provided with opportunities to earn points ("Points") and Offers by completing specific tasks or challenges (each, a "Challenge") made available through the Program Portal and through use of their Affiliate Links.

2. Governing Agreement

The Program is governed by these Program Terms and the [Duel Platform Terms of Use and Payment Service Terms](#) (the "Duel Terms"). To participate in the Program, you must accept and agree to be legally bound by these Program Terms and the Duel Terms.

Additionally, each Challenge is subject to the terms and conditions specific to that Challenge (the "Challenge Terms"), which will be presented to you in the Program Portal. Participation in any Challenge is voluntary; however, if you choose to participate, you acknowledge and agree that your participation in that Challenge will be governed by, and you agree to comply with, the applicable Challenge Terms.

All information provided by you in connection with your participation in the Program will be handled in accordance with the [Bath & Body Works Privacy Policy](#) ("Privacy Policy"), and with respect to information collected and controlled by Duel, the [Duel Privacy Policy](#). Also, your use of the Program Portal and Program activities are subject to the [Bath & Body Works Terms of Use](#) ("Website Terms").

In the event of a conflict among the Challenge Terms, these Program Terms, the Website Terms, the Privacy Policy, and the Duel Terms, the following order of precedence will apply: (a) the Challenge Terms; (b) these Program Terms; (c) the Website Terms; (d) the Privacy Policy; and (e) the Duel Terms; provided that the Privacy Policy will control if there is a conflict with respect to the collection, use, or processing of personal data.

These Program Terms, the Challenge Terms, the Duel Terms, the Website Terms, and the Privacy Policy are collectively referred to herein as the “Agreement.” You agree that you will be legally bound by the terms and conditions of the Agreement in full by participating in the Program; it being understood and agreed that, however, that you will only be subject to the Challenge Terms applicable to the Challenges you elect to participate in.

3. Eligibility

To participate in the Program, you must meet all of the following minimum eligibility criteria at the time of your registration and throughout your participation in the Program:

- You are 18 years or older (19 years or older if you are a resident of Alabama or Nebraska and 21 years or older if you are a resident of Mississippi or Puerto Rico) and a legal resident of the United States, including Puerto Rico;
- You are not an employee of Bath & Body Works, Duel, or any entity involved in the administration of the Program, or an immediate family member of such an employee;
- You are not a member of SAG-AFTRA or other similar talent guild or union (“Talent Guild”);
- You are not a student-athlete at the high-school or collegiate level subject to any rules, regulations, or bylaws of your state association and of any national federation responsible for administering or regulating interscholastic athletics, and of your educational institution, conference, the NCAA, or other regulatory authority that may be applicable to the type of activities contemplated in this Agreement (collectively, “NIL Rules”);
- You have a public profile on Instagram; and
- You have at least 1,000 followers on your public Instagram and TikTok accounts combined (which number of followers on TikTok will only be considered in a grand total follower count if you choose to register your TikTok account in addition to Instagram).

If after you have been accepted in the Program you no longer meet the eligibility requirements above (e.g., you become a member of a Talent Guild or a student-athlete subject to NIL Rules), then you will no longer be able to continue participating in the Program and you must promptly cancel your Account in accordance with Section 15 (**Account Cancellation; Termination**). We reserve the right to verify your eligibility and to terminate your Program participation at any time if 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.

You further agree and authorize Bath & Body Works to conduct a background check regarding you and to consider the information obtained in this background check when making decisions regarding whether to accept you into the Program, or if you have already enrolled in the Program, whether to allow you to continue to participate in the Program or terminate your participation. You agree to execute any authorizations in connection with this clause as may be required by Bath & Body Works. Any background checks will be conducted in accordance with applicable laws.

4. Enrollment; Account

To enroll in the Program, you must provide your first name, last name, email address, mailing address, social media profile(s), and other information, as indicated in the Program Portal. You will also be asked to create a password for your Program account (“Account”); however, you will not be able to log in unless and until you have been accepted into the Program.

Acceptance into the Program is not guaranteed and is at the sole discretion of Bath & Body Works. Eligible applicants will be individually reviewed and evaluated by Bath & Body Works for alignment with the brand and Program objectives based in part on their social media attributes, both quantitatively and qualitatively (e.g., content theme, quality, reach, posting frequency). Decisions regarding acceptance will be sent by email to the verified email account submitted during application. You agree and acknowledge that Bath & Body Works’ decision is final in all respects and cannot be challenged.

By setting up an Account you agree that: (a) you will not use an email address that is invalid, already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive; (b) you will provide true, accurate, current, and complete information about yourself in connection with the Account registration process and, as permitted, maintain and update it continuously and promptly to keep it accurate, current, and complete; (c) you will use a unique and strong password that is difficult to guess and without common words, phrases, and easily ascertained information such as birthdays or names; (d) you are solely responsible for all activities that occur under your Account, whether or not you authorized the activity; (e) you are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your device so that others may not access your Account or any password protected portion of the Program Portal using your email address and password; (f) you will immediately notify us of any unauthorized use of your Account, email address or password, or any other unauthorized access or use; and (g) you will not sell, transfer, or assign your Account or any rights you have under the Account, including any Program Components) at any time. We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

The Program is intended for personal use only and commercial use is prohibited. You are limited to one Account. Your Account and all Points, Tier status, Affiliate Links, Benefits, Offers, and any other components of your personal Program participation (collectively, “Program Components”) are nontransferable. Bath & Body Works reserves the right, in its sole discretion, to approve, deny, or revoke any aspect of participation in the Program to any individual for any reason whatsoever. This includes, without limitation, the right to terminate your Account. Without limiting the foregoing, Bath & Body Works reserves the right to immediately revoke your participation in the Program (including access to all Program Components) for evidence of fraud, abuse of privileges, violation of the Agreement, transfer of any Program Components, or the holding of multiple Accounts, in which event you may forfeit all Points, Benefits, Offers, and Commissions accrued to your Account(s).

5. Challenges

Through the Program Portal, Bath & Body Works may invite Advocates to complete various Challenges, upon completion of which Advocates could earn Points and, in some cases, Offers, as provided in the applicable Challenge Terms. Challenges may include (by way of example only) posting an Instagram story or TikTok video, or creating and posting an original YouTube short or video, creating and sharing a storefront, posting your Affiliate Link, participating in a survey, joining a focus group, or otherwise driving audience engagement. Challenges may also include providing additional profile information, completing learning modules, or referring a creator who is then accepted into the Program.

Challenges may be made available to all Advocates, or offered only to select Advocates, in the sole discretion of Bath & Body Works. Upon completion of each Challenge and after review and approval of all content by Bath & Body Works (the approval of which shall be in Bath & Body Works' sole discretion), the designated number of Points will automatically be applied to the Advocate's Account and appear at the top of the Program Portal. Offers that are earned from a Challenge will appear in the Perks Tab of the Program Portal unless otherwise stated in the Challenge Terms. The type and level of Challenges may vary and may be customized for Advocates based on their profile information, engagement, and Tier status. "Offers" means any promotional offer, in any form, as determined to Bath & Body Works, in its sole discretion, including, but not limited to, coupons, credits, free product, or early access. All Offers are subject to the redemption and other terms provided with the applicable Offer (e.g., expiration dates and usage restrictions)

You will only receive Points and Offers (if applicable) for fully completed Challenges that meet the requirements and objectives of each Challenge (as set forth in the Challenge Terms) to the satisfaction of Bath & Body Works, and which comply with the terms and conditions set forth in Section 10 (**Content Standards; Disclosure of Material Connections and Posting Guidelines**) and other terms and conditions of the Agreement, as determined by the sole discretion of Bath & Body Works and Duel. We reserve the right to withhold or revoke Points or Offers for any Challenges that do not comply with the Challenge Terms or the Agreement.

In addition to the Challenge Terms specific to each Challenge, the following terms apply to Challenges that award Points for engagement on a specific eligible social post made by Advocates (e.g., views, reactions, and comments):

- Each metric is calculated independently using round down division.
- Points are only awarded when a full threshold is met within each metric (partial blocks do not count). The current metrics and thresholds are:
 - Views threshold: 100
 - Reactions threshold: 10
 - Comments threshold: 10

Any deviations (including additions, deletions, and threshold numbers) from the above list for a particular Challenge will be communicated in the Challenge Terms.

- Points continue accruing over time as a post gains traction; however, the maximum number of Points that can be earned from an eligible post is 500 (unless otherwise specified in the Challenge Terms). Any social engagement after an Advocate has reached the cap will not earn any additional Points for the same post.

Example: 20 views + 8 reactions = 0 Points (neither threshold met). 100 views + 0 reactions = 1 Point. 250 views + 15 reactions = 3 Points (2 from views, 1 from reactions). 1,000 views + 50 reactions + 20 comments = 17 Points (10 + 5 + 2), subject to the 500-point cap.

Your Program participation is personal to you. All Challenges must be completed by you through your registered personal accounts (e.g., your personal Instagram or TikTok account).

6. Tiers; Benefits

Advocates are assigned to Tiers based on the number of Points earned or accrued in their Account. Reaching each Tier may unlock opportunities to receive certain discounts, shopping credits, commissions, and other benefits and incentives ("Benefits"). All new Advocates will need to complete welcome Challenges to earn enough Points to enter Tier 1 and will move into higher Tiers when they

have accumulated the number of Points required for each higher Tier. The Points thresholds for each Tier and the Benefits associated with each Tier may be adjusted from time at Bath & Body Works' discretion. [Click here](#) for the current Tiers and associated Benefits. Any changes to the Tiers or Benefits will be communicated to Advocates by email and will be automatically updated in the Program Portal. All Benefits are subject to the redemption and other terms provided with the applicable Benefit (e.g., expiration dates and usage restrictions).

7. Affiliate Links; Commissions

Advocates will be given opportunities to earn Points and monetary commissions ("Commissions") through promotional tokens or affiliates links provided by Duel ("Affiliate Links"). Each Advocate will receive a unique Affiliate Link, which Advocates can distribute through their social media channels and personal networks. Any Eligible Purchases derived from the use of the Affiliate Links will be tracked by Duel to determine Net Revenue for the purpose of calculating the number of Points and, if applicable, Commissions, that will be accrued to the Advocate's Account, as further described below.

All Advocates will receive one Point for One US Dollar of Net Revenue, provided that Net Revenue will be rounded down to the nearest whole dollar amount (fractional dollars will not carryover). By way of example, if the Net Revenue from an Eligible Purchase attributed to your Affiliate Link is \$12.55, you will earn 12 Points from that transaction.

Advocates in higher Tiers will earn Commissions in addition to Points. If you are entitled to receive a Commission under the Program, your Commission will be equal to the applicable Commission rate associated with your current Tier multiplied by Net Revenue from Eligible Purchases attributed to your Affiliate Link.

"Net Revenue" means all payments actually received (and excluding any redemption for coupons or credits) from Eligible Purchases less all taxes, promotions/discounts, shipping and handling charges, gift wrapping, and other value-added service charges, returns and chargebacks, subject to a locking period of 45 days ("Locking Period"). During the Locking Period, Eligible Purchases will be monitored for cancellation or returns and any pending Commission or Points associated with returned products will be deducted from the Net Revenue.

"Eligible Purchases" mean purchases of goods and/or services (but not purchases of gift cards, which are expressly excluded) made by consumers from the Bath & Body Works Website ("Bath & Body Works Site") resulting directly from your Affiliate Link, as tracked by Duel. Eligible Purchases will only include purchases made during the same and initial online visit and session or, if the customer completes such purchase within 30 days after the customer has initially entered or accessed the Bath & Body Works Site through your Affiliate Link ("Sale Attribution Period") and the customer reenters the Bath & Body Works Site directly during the Sale Attribution Period (and not through another Advocate's or other affiliate link) to purchase such items, provided that the customer did not have any items in the customer's cart on the Bath & Body Works Site prior to the initial visit to the Bath & Body Works Site via your Affiliate Link. Advocates may not use their own Affiliate Links to make any Bath & Body Works purchases; any such purchase by Advocates will not be deemed to be Eligible Purchases. Eligible Purchases do not include international purchases, purchases made at Bath & Body Works brick-and-mortar stores or mobile application, purchases made from or through third parties (including, but not limited to, Instacart), unauthorized or fraudulent purchases, or purchases made by or for a business or for a business purpose.

Subject to the terms and conditions of the Agreement, we will pay Duel, which will remit to you the above-described Commissions in accordance with the Duel Terms, but subject at all times to the Locking Period. We will send, or cause to be sent, to you a payment for the Commissions earned, less any taxes or other amounts that we may be required by law to withhold. No interest will be paid on any amount held by us or Duel.

Affiliate Links depend on third-party tracking technologies and may not function if an end user (for example, your audience member) disables cookies, tracking permissions, or similar technologies, or uses ad blockers or other software that interferes with tracking. In such cases, Affiliate Links may fail to record or attribute a transaction. You acknowledge and agree that you will only receive Commissions for transactions that are successfully tracked, attributed, and verified through your Affiliate Link by Duel. No Commission shall be owed for any transaction that cannot be tracked or verified, and Bath & Body Works shall have no liability arising from any failure or limitation of tracking.

All determinations of Affiliate Links and whether a Commission is payable at any given time will be made by Bath & Body Works and Duel in our sole discretion and will be final and binding on you. The tracking of Affiliate links and the calculation of the Points and Commissions, as well as payment of the Commission where applicable, will be handled by Duel in accordance with the terms hereof and in the Duel Terms. You agree that Duel's calculation of your Commissions is binding and that payment from Duel to you constitutes payment from Bath & Body Works. You agree that in the event we have paid your Commissions to Duel, you will look solely to Duel for payment of your Commissions.

All Commission payments will be issued via PayPal. Advocates are solely responsible for providing and maintaining a valid PayPal email address and complying with the Duel Terms. Bath & Body Works does not accept liability for any nonpayment, late payment, or incorrect payment caused by incorrect or incomplete payment information provided by Advocates to Duel or due to any other reason.

8. Program Activity; Account Status

Your Account information will be available to you in the Program Portal after you log into your Account. Your current Tier and Points in your Account will appear at the top of the page in the Program Portal. You can see additional details about your Account, including the Tiers and Benefits associated with each Tier, your Affiliate Link, and the status of any Commissions accrued to your Account, under the Scent Collective Tab at the top of the page; however, the status of any Offers you may have earned from Challenges will be displayed under the Perks Tab instead.

9. Relationship of Parties

As an Advocate, you are an independent contractor and will 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 Benefits redeemed by you and any Commissions paid to you hereunder. Advocates are not entitled to any Bath & Body Works employee benefits of any nature. Advocates are not agents or representatives of Bath & Body Works, and Advocates have no authority to speak or act for Bath & Body Works in any manner except as expressly authorized by these Program Terms.

10. Content Standards; Disclosure of Material Connections and Posting Guidelines

When sharing and posting content in connection with the Program or engaging in any other promotional or endorsement activities for Bath & Body Works, you must adhere to the following guidelines and requirements:

- All Posts must include the hashtag “#BathandBodyWorksCreator”
- You must comply with the FTC’s Guides Concerning the Use of Endorsements and Testimonials in Advertising, as revised (the “Guides”), located at <https://www.ecfr.gov/current/title-16/chapter-I/subchapter-B/part-255>. For more information, watch the FTC’s video guidance on how to comply with the Guides: <https://www.ftc.gov/business-guidance/advertising-marketing/endorsements-influencers-reviews> and follow the guidance at <https://www.ftc.gov/business-guidance/resources/ftcs-endorsement-guides-what-people-are-asking>.
- All posts must include the hashtag “#Ad” in addition to any other content that we require, for all your posts and reviews under the Program or other content for which the material connection between you and Bath & Body Works needs to be disclosed. In Bath & Body Works’s sole discretion, Bath & Body Works may require you to post other hashtags in lieu of, or in addition to, the hashtags set forth in the previous sentence.
- You must post the hashtag “#PaidLink,” in addition to any other content that we require, for all your posts and reviews under the Program if you could receive a Commission as a result of the post or review or the use of your Affiliate Link.
- All required hashtags (collectively, the “Hashtags”) must be clearly and prominently disclosed and must not be buried in the post, along with complying with all other disclosure requirements imposed by the FTC (the “Disclosures”). For example:
 - (a) For written posts or reviews (for example, Facebook and Instagram In-Feed Posts and X [f.k.a. Twitter] Posts), you must ensure that the Hashtags appear at the very beginning of a written post, not buried in the middle or end.
 - (b) For video posts or reviews (for example, Instagram Stories and Reels, Snapchat, YouTube and TikTok) you must do all of the following:
 - a. you must place the Hashtags at the beginning of a written caption (if caption functionality exists).
 - b. you must superimpose the Hashtags:
 - i. on each video;
 - ii. in a font color that is easily seen against the background;
 - iii. in a font size that is large enough to be easily seen;
 - iv. on screen long enough to be easily read; and
 - v. in a way that the Hashtag will stay with the video if the video is posted on a platform other than the original/native platform.
 - c. Additionally, if you speak in the video, a verbal disclosure must be made (“This video is sponsored by Bath & Body Works...” or “I partnered with Bath & Body Works..”, “I’m a Bath & Body Works Creator” or “I get commissions for purchases made through this link...”, as applicable) at the beginning of the video (i.e., within the first ten seconds). If the video is more than four minutes long, the verbal disclosure must be made again at the end of the video.
 - d. Additionally, if you are posting a YouTube video that requires use of “#PaidLink,” you must post “#PaidLink” next to the Affiliate Link or commissionable content itself.
- You 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 to you.

- You must base your post, review, and related suggestions solely on your own personal experience and opinions, without allowing the fact that we gave you the product for free and/or the fact that you are being compensated to influence your comments.
- Except as noted above, you may not represent yourself as our employee, agent, or representative.
- If applicable, you must describe 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]”).
- You must avoid comparisons with any other company’s products in your review or post.
- You must clearly and conspicuously disclose your true identity and that you have received compensation and/or other incentive items from Bath & Body Works (as applicable) proximate to any mention by you of Bath & Body Works or the products or services of Bath & Body Works. Do not use pseudonyms or pretend to be someone else. Accurately identify yourself on the social media platform or in the online communication by stating your name and role at, or relationship to, Bath & Body Works when you discuss Bath & Body Works-related matters. Do not engage in covert or deceptive marketing or public relations on behalf of or related to Bath & Body Works (e.g., pretending to be a satisfied customer). Identify yourself as the “official” author of the posting in an obvious, clear position on the page/post. Don’t imply that you are any other person or entity, including an employee of Bath & Body Works. Clearly state that your views and comments are solely your own and do not represent those of Bath & Body Works. For example, an acceptable disclosure is: “This blog post was sponsored by Bath & Body Works but the opinions are my own.”
- You must state facts and claims about Bath & Body Works products that are true and have substantiation and that are approved in advance by Bath & Body Works. You must not make any false, misleading or deceptive statements. You must not make any Product performance or attribute claims about Bath & Body Works products or services or cite facts unless we have specifically approved the language. Otherwise, you must ensure you are only expressing your thoughts and opinions. We want you to express opinions, and not make price or other product claims for which a factual basis would need to exist for accuracy.
- You must post your own original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity. Please remember that using images of landmarks, architecture, and street-art (e.g., murals or graffiti) or any picture from a website or social media that you do not own in your post may infringe a third party’s copyright. Using images of a third party’s name, logo or product packaging may infringe a third party’s trademark rights. Bath & Body Works requires you to have the proper permissions in order to post the names, trademarks, logos, images, photographs, videos, music, artwork, writings, text and all other materials of third parties. If you are using any third-party content, confirm that you have the right to use all materials before you post or otherwise use them. When posting comments or content online, respect the rights of others. For example:
 - (a) Do not depict the images of anyone other than yourself, reference other brands or use any third party’s trademarks, logos, or service marks unless you have all necessary permissions to do so;
 - (b) Do not cite or reference Bath & Body Works employees, partners, suppliers or retailers that offer Bath & Body Works-branded products without Bath & Body Works’ prior written approval; and

- (c) Do not post or repost/republish any third-party content (e.g., photos, videos) without written permission from the person or entity that owns the content and any persons depicted or referenced in the content.
- You must not post: (a) any personally identifiable information (e.g., names, email addresses, or street addresses) or (b) the name or likeness (i.e., photo, drawing or other identifiable image) of any person other than yourself who has not expressly consented to your using such person's name or likeness in the posts. Unless expressly authorized by Bath & Body Works in advance, including Bath & Body Works' approval of applicable written releases that you obtain, do not post any content that contains the name or likeness of a celebrity or a minor. Should you include personally identifiable information about yourself in the posts, you acknowledge and agree that such information will be disclosed publicly and that you are solely responsible for any consequences thereof.
 - You must not violate any law or the terms and conditions of any social media or other digital platform where it is posted. Follow the terms and conditions of use, and any other applicable rules, that have been established by each platform and venue used by you during your participation in the Program. For example, Snapchat, YouTube, Facebook, TikTok, Instagram and X (f.k.a. Twitter), and practically all other social media venues, each have their own terms of use, which govern the terms and conditions under which the venue may be used for both commercial and non-commercial purposes by third parties and you must comply with all platform terms and privacy notices.
 - Any content you submit, post, or share in connection with the Program must not be lewd, defamatory, or obscene, or otherwise contain inappropriate, objectionable or illegal material, as determined by Bath & Body Works in its sole discretion.
 - You must make sure that any communications mentioning, or made on behalf of, Bath & Body Works are never offensive and do not contain imagery or content that is disrespectful or inappropriate for all audiences. Cursing, flaming, insulting comments, personal attacks, or similar actions are prohibited. Bath & Body Works values diversity and opposes any bullying, harassment or discrimination of any kind. Without limitation, your Bath & Body Works publicity may not include any negative comments that are connected to race, national origin, gender, sexual orientation or physical handicap or that are defamatory, libelous, slanderous, indecent, obscene, pornographic or sexually explicit. Also, Bath & Body Works is personal care and lifestyle company and is a family friendly brand. Thus, you must maintain your blog, website, and services in a manner appropriate for a family audience and will not be rude or abusive and you will not advertise or otherwise promote adult products (e.g., guns, alcohol, tobacco, pornography) or other mature viewer products/services on your blog, social media pages or elsewhere.
 - You must not disparage Bath & Body Works, Duel, the Program, or any other person or party.
 - You must not use Bath & Body Works brands, trademarks, logos, graphics, videos, artwork, or other content or materials owned or controlled by us without our permission ("BBW Property"). You may only use BBW Property that we expressly provide to you in connection with the Challenges. You must have prior written approval from us before you can post, or otherwise use any other BBW Property. If we give you permission to use certain BBW Property (which permission will be incorporated into applicable Challenge Terms), you must use it only as specifically permitted and subject to the terms and conditions we provide, including, without limitation, posting copyright, trademark and other notices.
 - Bath & Body Works may give you additional instructions from time to time which you must follow in connection with your activities in connection with the Challenges.

- You must immediately remove or edit any review or post if we ask you to do so (for any reason and in Bath & Body Works's sole discretion).
- In light of your ongoing paid relationship with Bath & Body Works during your participation in the Program, in the event you choose on your own to post about Bath & Body Works or Bath & Body Works product(s), offers or event(s) organically (i.e., not part of any Challenge and Bath & Body Works did not otherwise encourage you or otherwise pay you (or provide you free product) to post about Bath & Body Works or Bath & Body Works product(s), offers, or event) (an "Organic Post"), you must still disclose in the Organic Post that you have a recent or ongoing paid relationship with Bath & Body Works. The disclosure should be made verbally (at the start of a video) if you are speaking in the Organic Post and the disclosure should be made in writing, as an overlay disclosure at the beginning of a video and at the start of the post copy posted along with the Organic Post.

11. Ownership

The Program Portal contains a variety of: (a) materials and other items relating to Bath & Body Works, 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 Program Portal, and the compilation, assembly, and arrangement of the materials of the Program Portal and any and all copyrightable material (including source and object code); (b) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of Bath & Body Works (collectively, "Trademarks"); and (c) other forms of intellectual property, Confidential Information, and trade secrets (all of the foregoing collectively, "Program IP").

To the extent you participate in any campaigns, interviews, productions, focus groups, surveys, discussions, event appearances, or other initiatives conducted by Bath & Body Works (or its agencies or contractors), you agree that any written materials, films, photographs, or other materials created or produced by Bath & Body Works and the result and proceeds of your participation will be deemed to be Program IP. Without limiting the foregoing, you acknowledge that Bath & Body Works may solicit you, or you may volunteer, oral or written comments to Bath & Body Works about one or more aspects of Bath & Body Works' current or future business (collectively, "Feedback"). All such Feedback and any products or intellectual property resulting in whole or in part from any such Feedback shall be the sole property of Bath & Body Works and deemed to be Program IP. You expressly relinquish all rights to any such Feedback, products, or intellectual property. You further agree to fully cooperate with Bath & Body Works in its endeavors to secure any such intellectual property rights.

Any Program IP remains the sole and exclusive property of Bath & Body Works, or our licensors and/or certain other third parties. All right, title, and interest in and to the Program IP available via the Program Portal is the property of Bath & Body Works, 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. Use of such content is subject to the restrictions imposed by these Program Terms as well as applicable copyright and other intellectual property laws and treaties.

You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit the Program Portal or any Program IP contained therein. You may not use any Trademarks in metatags and/or hidden text, particularly for purposes of

gaining higher rankings from search engines. Linking to any page on the Program Portal is prohibited absent express written permission from Bath & Body Works. Associating or juxtaposing the Program Portal or its content (e.g., through framing or inline linking) with advertisements and/or other information not originating from the Program Portal is expressly prohibited.

Bath & Body Works will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking civil remedies and criminal prosecution. Bath & Body Works reserves the right to block or deny access to the Program Portal 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 Bath & Body Works to enter into any further agreement with you. You agree that you will not circumvent, or attempt to circumvent, any technology or methods used by Bath & Body Works or its licensors to prevent the unauthorized reproduction or distribution of Intellectual Property accessible via the Program. All goodwill associated with the use of the Trademarks of Bath & Body Works will inure to the benefit of Bath & Body Works.

12. Content License

In exchange for the opportunity to participate in the Program and earn Points, Offers, and receive Benefits, you grant, without further notice, compensation, consideration, consent, or approval, a perpetual, worldwide, sublicensable, transferable, irrevocable, fully paid-up 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 any content you create, submit, post, or share, including without limitation, blog posts, articles, reviews, survey responses, videos, artwork, graphics pictures, drawings, images (collectively, "Your 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 Bath & Body Works. You further grant to Bath & Body Works a perpetual, worldwide, sublicensable, transferable, irrevocable, fully paid-up 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, avatars, voices, photographs, images, portraits, likenesses, biographical materials, signatures, and other identifying characteristics of your person (individually and collectively, "Personal Identification") 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 Bath & Body Works includes all rights generally known as the "moral rights of artists" in or to any proceeds through your participation in the Program, 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.

13. Representations and Warranties

You represent, warrant, and covenant that: (a) all of Your Content will be original work created solely by the you for the Program and will not be created with the use of generative artificial intelligence (unless otherwise specifically instructed in the Challenge Terms); (b) you have the full power and authority to enter into this Agreement and your participation in the Program will not violate any agreement or obligation of yours; (c) Your Content will not infringe any statutory or common law trademark or copyright, will not be libelous or obscene, will not utilize any trade secrets of any third party, will not violate any right of privacy or publicity, or otherwise violate any law or any person's personal or property rights; (d) you have obtained (and will obtain) the necessary rights, licenses,

consents, etc. to use any third party intellectual property in relation to your participation in the Program and any Challenges and that your Content does not, and will not, infringe upon, misappropriate, or otherwise violate the rights of any third party including, without limitation, any intellectual property, publicity, or privacy rights, or confidential information or trade secrets of any third party; (e) you will participate in the Challenges in compliance with all applicable laws that apply to you and Bath & Body Works by virtue of this Agreement, including, without limitation, the Guides; and (f) you will not collect or harvest any consumer information in connection with your participation in the Program or any individual Challenge.

14. Confidentiality

You may be given access to and may otherwise be in contact with Confidential Information of Bath & Body Works in connection with your participation in the Program. "Confidential Information" is 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 Bath & Body Works, including 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 (a) possible future products that may be offered by Bath & Body Works, (b) business plans or concepts, products, packaging, specifications, or designs, and (c) 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 Bath & Body Works, (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.

Except as otherwise agreed in a writing duly executed by an authorized officer of Bath & Body Works, you will treat all Confidential Information as the valuable, confidential and proprietary information of Bath & Body Works and, for so long as Bath & Body Works maintains any information as trade secrets, treat such trade secrets as the valuable, confidential, proprietary and trade secret information of Bath & Body Works. You will use such Confidential Information solely for the purpose of your participation in the Program. At any time requested by Bath & Body Works, you will return to Bath & Body Works all Confidential Information provided by Bath & Body Works, and all materials which reflect or pertain to the Confidential Information. If requested by Bath & Body Works, you will provide a written certification that all Confidential Information has been so returned.

You recognize that any breach of the covenants in this **Confidentiality** section will result in irreparable harm to Bath & Body Works for which a remedy at law will be inadequate, and agree that any breach of this Confidentiality section will entitle Bath & Body Works to equitable relief and termination of your participation. Without limiting the confidentiality obligations above, you agree that you will not publicly post or otherwise disclose any Confidential Information except as expressly permitted above.

15. Account Cancellation; Termination

You may cancel your Account and terminate your participation in the Program by logging into the Program Portal and clicking the "Delete account" button that can be found in your Account settings. You will be asked to provide your password as a security verification step.

Bath & Body Works may also terminate your Account, your participation in the Program, and your access to the Program Portal and the Program Components, at any time, for any or no reason, in its sole

discretion, and with or without notice, including but not limited to for inactivity, failure to meet the content standards, requirements, or guidelines set forth in Section 10 (**Content Standards; Disclosure of Material Connections and Posting Guidelines**), failure to maintain the eligibility requirements set forth in Section 3 (**Eligibility**).

If your Account is terminated for any reason (including your Account cancellation), (a) any information that you have stored in your Account and your Points, Benefits, or any other Program Components will no longer be available to you, including without limitation, your Affiliate Link and unpaid Commissions; and (b) all Points, Tier status, Offers, and Benefits (including unpaid Commissions) will be forfeited as of the effective date of Account termination.

If you violate the Agreement, Bath & Body Works may seek any other legal remedies resulting from your actions in addition to (or instead of) termination of your Account (including, without limitation, withholding and eliminating any unpaid Commissions).

16. Communications

If you receive marketing email, you may opt out by simply following the unsubscribe link provided in each marketing email. Otherwise, for as long as your Account remains active, you will receive relationship/operational emails related to the Program regardless of your marketing preferences.

In the event you cancel your Account pursuant to Section 15 (**Account Cancellation; Termination**), within ten (10) days of Account cancellation, you will be opted-out of receiving marketing emails related to the Program, but this will not affect any marketing emails you are currently receiving from Bath & Body Works. E-receipts are neither marketing nor emails related to the Program, but merely confirmations of purchases.

Bath & Body Works is not responsible for any lost, stolen, expired, damaged, or otherwise misdirected communications due to change of address, email address or for any other reason. You are solely responsible for updating any changes to your contact and Account information.

We are not responsible for technical, hardware, network connections, or incomplete or delayed computer transmissions, regardless of cause.

17. Changes to the Program and Program Terms

We reserve the right to modify, suspend, cancel, or discontinue the Program, in whole or in part, including any Program Components, for any reason, at our sole discretion. Any modification, suspension, cancellation, or discontinuance will be posted on the Program Portal and also communicated to you by email. YOUR CONTINUED PARTICIPATION IN THE PROGRAM(INCLUDING, BUT NOT LIMITED TO YOUR CONTINUING TO MAINTAIN AN ACTIVE ACCOUNT) AFTER THE EFFECTIVE DATE OF THE REVISED PROGRAM TERMS WILL CONSTITUTE YOUR GOING FORWARD AGREEMENT TO SUCH REVISED PROGRAM TERMS. However, except with respect to the provisions set forth in Sections 22-25 that applied when you previously used the Program Portal or participated in a Challenge will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional Program Terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement to these Program Terms occurs. You can reject any new or revised Program Terms by cancelling your Account.

You agree that we will not be liable to you or any third party for any modification or discontinuance of the Program. We reserve the right to interpret and apply the Agreement and any associated policies and

procedures. All determinations by us relating to the Program, including without limitation, determinations of Program eligibility and awarding of Program Components, shall be final and conclusive in each case. We reserve the right to terminate your participation in the Program, deny any Program Components, and/or terminate service if, in our sole judgment, you have in any way violated the Agreement.

18. Waivers

We can delay enforcing our rights under these Program Terms without losing them. In addition, our failure to exercise our rights on any one occasion, or even on more than one occasion, does not constitute a waiver of our rights for any future occasion. All waivers must be in writing.

19. Taxes

You are solely liable for any applicable federal, state or local income, sales, use, or other taxes arising out of the accrual or redemption of Benefits (including any Commissions paid to you). Consult your tax advisor concerning any tax consequences that may arise from your participation in the Program.

20. Severability

If a court of competent jurisdiction or any government agency determines that any provision of these Program Terms is void or unenforceable, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of these Program Terms. However, all other provisions will remain in full force and effect. An exception to this general provision is provided in Section 24.

21. Limited Time to File Claims

TO THE FULLEST EXTENT PERMITTED BY LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE, AS DEFINED IN SECTION 22) AGAINST THE OTHER, THEN YOU OR WE MUST FILE IT (SUBJECT TO THE TOLLING PERIODS AS SET FORTH IN SECTIONS 22 AND 23) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED. Filing means, as applicable: (a) completing all filing requirements (including paying applicable filing fees) for arbitration as set forth in Section 23; or (b) filing an action in state, federal or provincial court. Subject to the tolling periods set forth herein or otherwise required by law, this limitation period begins to run again if your arbitration or other action is closed, dismissed, or otherwise terminated by an arbitral provider or court.

22. Informal Resolution of Disputes

If any controversy, allegation, dispute or claim arises out of or relates to the Program, including, without limitation, any advertising or marketing communications regarding Bath & Body Works or the Program, any Program Components, or any other controversy, allegation, dispute or claim against Bath & Body Works regarding any interaction or transaction between you and Bath & Body Works, whether heretofore or hereafter arising (collectively, “Dispute” and including those actions set forth in Section 23), or to any of Bath & Body Works’ actual or alleged intellectual property rights (an “Excluded Dispute”), then you and we agree to engage in good-faith informal efforts to resolve the Dispute by sending a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 22. Your notice to us must be sent via email to: chieflegalofficer@bbw.com. The written description included in your notice must be on an

individual basis and provide at least the following information: (a) your name and contact information (current mailing address, telephone number, and email address, and any other iterations thereof that are associated with the claim or dispute), (b) a description of the nature of the claim or dispute, (c) the date of any purchase, transaction, or interaction at issue, and relevant documentation or screen captures if available; and (d) the resolution and relief sought.

For a period of 60 days from the date of receipt of notice from the other party, Bath & Body Works and you agree to negotiate in good faith and in a timely manner about the Dispute or Excluded Dispute, including through a mandatory informal telephonic dispute resolution conference between you and Bath & Body Works though nothing will require either you or Bath & Body Works to resolve the Dispute or Excluded Dispute on terms with respect to which you and Bath & Body Works, in each of our sole discretion, are not comfortable. The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration, and multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference, absent mutual agreement by you and Bath & Body Works. If either party is represented by counsel, that party's counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference. This informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. Unless prohibited by law or applicable rules, an arbitration administration provider cannot accept or administer an arbitration, nor assess any fees, until the requirements of this Section are met. The parties agree that any relevant limitations periods, including those in Section 21 or any applicable statute(s) of limitations, and filing fee or other deadlines will be tolled only during the 60-day informal dispute resolution period. After this 60-day period, the relevant limitations periods and filing fee(s) or other deadlines are no longer tolled (until filing is effectuated under Section 23), but the foregoing dispute resolution process remains a condition precedent to commencing any formal dispute resolution proceeding.

23. All Disputes are Subject to Binding Arbitration

PLEASE READ THIS ENTIRE SECTION CAREFULLY, AS YOU ARE WAIVING CERTAIN LEGAL RIGHTS IN THE EVENT OF ANY DISPUTE WITH US AND ARE AGREEING TO BINDING ARBITRATION, AMONG OTHER THINGS.

If we cannot resolve a Dispute as set forth in Section 22, ANY DISPUTE ARISING BETWEEN YOU AND BATH & BODY WORKS MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION BROUGHT IN YOUR INDIVIDUAL CAPACITY. This includes all Disputes as defined in Section 22, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, any other intentional tort or negligence), common law, constitutional provision, respondeat superior, agency or any other legal or equitable theory, whether arising before or after the effective date of these Program Terms. Notwithstanding the foregoing, Disputes that fall within the scope of the small claims court's limited jurisdiction may be submitted to such court. An Excluded Dispute will only be subject to binding arbitration pursuant to this Section if the parties mutually agree.

Any Dispute will be resolved solely by binding arbitration before the American Arbitration Association ("AAA"), and in accordance with its then-current: (a) Consumer Arbitration Rules; and if such Consumer Arbitration Rules do not apply then: (b) Commercial Arbitration Rules (collectively, "Rules"), except as modified herein. You also understand and agree that mass arbitration disputes as defined in Section 25 will be adjudicated in accordance with the AAA's Mass Arbitration Supplementary Rules. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing, then either party can elect to have the arbitration administered by the

Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures and, if applicable under Section 25, the JAMS Mass Arbitration Procedures and Guidelines, or by any other arbitration administration service that you and an officer or legal representative of Bath & Body Works consent to in writing.

If the informal dispute resolution procedure set forth in Section 22 above is unsuccessful in resolving the parties’ Dispute, a party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Rules. (The AAA provides applicable forms for Demands for Arbitration available at (Commercial Arbitration Rules, https://www.adr.org/sites/default/files/CommercialRules_Web_1.pdf) and (Consumer Arbitration Rules, https://www.adr.org/sites/default/files/Consumer-Rules-Web_0.pdf), and a separate affidavit for waiver of fees for California residents only is available at https://adr.org/sites/default/files/Waiver_of_Fees_CA_Only.pdf) By submitting a Demand for Arbitration, the party and party’s counsel represent that, as in court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state or county in which you reside. The parties will first attempt to agree on an arbitrator. If the parties are unable to agree upon an arbitrator within 21 days of receiving the AAA’s list of eligible neutrals, then the AAA will appoint the arbitrator in accordance with the Rules. The arbitration may be conducted by telephone or based on written submissions, and if an in-person hearing is required, then it will be conducted in the county where you live or at another mutually agreed upon location. You and we will pay the administrative and arbitrator’s fees and other costs (and please note that you will be responsible for a portion or percentage of such fees) in accordance with the requirements of the AAA Rules; but if the AAA Rules (or other applicable arbitration rules or laws) require Bath & Body Works to pay a greater portion or all of such fees and costs in order for Sections 21-24 to be enforceable, then Bath & Body Works shall have the right to elect to pay the fees and costs and proceed to arbitration.

Except as set forth in Section 25, the arbitration will be conducted by a single arbitrator who will apply and be bound by these Program Terms, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party’s individual claim. The arbitrator will render an award within the time frame specified in the applicable arbitration rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, arbitration rules, and these Program Terms. If a claim is brought seeking public injunctive relief and a court determines that the restrictions prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In no event will a claim for public injunctive relief be arbitrated. All issues including those of arbitrability are for the arbitrator to decide, except that the issue of the existence of valid arbitration and class action waiver provisions between the parties is for the court to decide. Attorneys’ fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration. If the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by

the standards set forth in Federal Rule of Civil Procedure 11(b)), Bath & Body Works will have the right to recover its attorneys' fees and expenses.

For U.S. residents, the FAA, not state law, shall govern the arbitrability of all Disputes between Bath & Body Works, including this Section and Section 24 (**No Class Action Matters**). BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Bath & Body Works and you agree, however, that Ohio law shall apply to and govern all Disputes between you and Bath & Body Works, without regard to any jurisdiction's choice of law principles. If you reside in the U.S. (and as applicable to U.S. residents), this Section, Section 24, and Section 25 are deemed to be a "written agreement to arbitrate" pursuant to the FAA. You and Bath & Body Works agree that we intend Sections 23-24 to satisfy the "writing" requirement of the Federal Arbitration Act ("FAA").

This Section survives the termination of the Program. You can obtain AAA and JAMS procedures, rules, and fee information as follows: AAA: 800.778.7879 and <http://www.adr.org> and JAMS: 800.352.5267 and <http://www.jamsadr.com>.

24. No Class Action Matters

YOU AND BATH & BODY WORKS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. Except as expressly contemplated in Section 25, Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. The arbitrator does not have the power to vary these class action waiver provisions.

If, for any reason, this restriction is deemed unconscionable or unenforceable, then our agreement to arbitrate (set forth in Section 23) will not apply and the Dispute must be brought exclusively in a state or federal court in Ohio. Accordingly, you and Bath & Body Works consent to the exclusive personal jurisdiction and venue of such courts for such matters. Notwithstanding any other provision of this Section 24, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this "No Class Action Matters" Section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions. Notwithstanding any other provision, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then Section 23 shall be void except for the mandatory informal dispute resolution procedures set forth in Section 22. If any portion of Sections 22-25 other than the class action waiver and prohibition against class arbitration are deemed invalid or unenforceable, all other portions of these Program Terms shall continue to govern. This Section survives the termination of the Program.

25. Special Additional Procedures for Mass Arbitration

If 25 or more similar claims are asserted against Bath & Body Works by the same or coordinated counsel or are otherwise coordinated, such claims are mass arbitration claims subject to this Section, and you understand and agree that the resolution of your Dispute might be delayed. You also agree to the following coordinated batching process and application of the AAA Mass Arbitration Supplementary Rules and the AAA Mass Arbitration and Mediation Fee Schedule. In the event an action in which 25

or more similar actions as defined above are asserted against Bath & Body Works and administered by JAMS as set forth in Section 23, you agree to application of the JAMS Mass Arbitration Procedures and Guidelines.

At the outset of such disputes, you and Bath & Body Works agree to delegate to a Process Arbitrator all matters listed as within the scope of a Process Arbitrator's authority under the AAA Mass Arbitration Supplementary Rules, as well as disagreements concerning the validity, enforceability, and applicability of these Program Terms, and any other matters that the parties mutually agree to delegate.

Should the Process Arbitrator determine that any or all cases may proceed to a Merits Arbitrator, counsel for the claimants and counsel for the respondent shall each select five cases (per side) to proceed in an individual capacity as part of a batching process. Any remaining claims that have complied with the procedures in Section 22 shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to be filed on an individual basis as part of this staged process. Such claims shall be tolled from the date the first batch of demands are deemed filed in arbitration, until the date the arbitration is closed.

During the batching process, and subject to applicable arbitral rules and procedures, you and Bath & Body Works agree that a single arbitrator shall preside over each batch of cases. After decisions have been rendered in the first ten cases, Bath & Body Works and all claimants shall engage in a global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first batch of cases. If the parties are unable to resolve the remaining cases after the mediation, each side shall select another ten cases (per side) to proceed on an individual basis as part of a second batching process. The parties may, but are not required to, agree in writing to modify the number of cases to be included at each stage of the batching process. After decisions have been rendered in this second batch of cases, Bath & Body Works and all claimants shall engage in a second global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first two batches of cases. If the parties have not resolved the remaining disputes at the close of the second global mediation, Bath & Body Works or any individual claimant(s) whose demand has not been adjudicated may elect to opt out of the arbitration by providing notice to opposing counsel, and if the claimant or Bath & Body Works wishes to proceed with the claim they may file an individual, non-class action in court. If Bath & Body Works or any claimant(s) do not opt out, those remaining claims will proceed in arbitration in continued batches of 100 demands per batch (to the extent there are fewer than 100 demands outstanding, a final batch will consist of the remaining demands). In order to increase the efficiency of administration and resolution of arbitrations, and if consistent with the relevant rules and procedures, the arbitration provider shall: (a) provide for a single filing fee due per side per batch; (b) allow joint case management conferences and joint hearings, and such other coordinated procedures as the arbitrator deems appropriate.

You and Bath & Body Works agree that throughout this process, the parties' counsel shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Arbitration and to engage with the AAA, including with an AAA Process Arbitrator, to address threshold administrative issues. This batching process shall in no way be interpreted as authorizing class or representative arbitration or litigation of any kind. Bath & Body Works does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except in the limited circumstances set forth in this Section. If your claim is part of a Mass Arbitration under this Section, the limitations period(s), including those in Section 21 or any applicable statute(s) of limitation, and any filing fee(s) or other deadlines shall be tolled for that claim from the later of: (1) the date that your claim has complied with the procedures in

Section 23; or (2) the time that the AAA filing requirements are satisfied for the first batch of claims filed in individual arbitration proceedings under this Section.

If an arbitration demand is administered by JAMS as set forth in Section 23, the parties shall follow, or adhere as closely as possible to or to the spirit of, the foregoing processes to the extent authorized by law and the applicable rules. If any dispute arises between the general AAA Consumer or Commercial Rules and the Mass Arbitration Supplementary Rules, the Mass Arbitration Supplementary Rules shall control. If any dispute arises between the general JAMS Arbitration Rules and Procedures and the JAMS Mass Arbitration Procedures and Guidelines, the JAMS Mass Arbitration Procedures and Guidelines shall control.

A court shall have authority to enforce this Section and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against Bath & Body Works. This Section survives the termination of the Program.

26. Future Changes to Arbitration Agreement

If Bath & Body Works makes any future changes to this arbitration agreement (other than a change to our Notice Address), you may reject any such change by sending a personally signed email to chieflegalofficer@bbw.com within 30 calendar days of the changes with a clear statement that you wish to opt-out of changes to the arbitration agreement. Such notice does not constitute an opt-out of arbitration altogether. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and Bath & Body Works in accordance with the prior arbitration agreement.

27. Miscellaneous

Governing Law. These Program Terms will be governed in accordance with the laws of the State of Ohio, without reference to its conflicts of laws principles.

Fraud. Fraud or abuse relating to the Account registration process, providing of personal information, participating in a Challenge, or earning or redemption of Points, Benefits, or Commissions (including use of Affiliate Links) is a violation of the Agreement. You are solely responsible for any fraudulent use that may occur due to the theft of or sharing of your Account password or your device. You agree to immediately notify us of any unauthorized access to or use of your Account or any other breach of security known to you. The Program is a service provided to individual Advocates, not a company or other entity, and a company or other entity may not direct, encourage or allow individuals to participate in the Program for anything other than individual use. Bath & Body Works reserves the right to take any of the actions set forth in Section 4 (**Enrollment / Account**) if you engage in fraudulent activity or otherwise use the Program other than in accordance with these Program Terms and applicable law. ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL OR ENTITY TO DAMAGE ANY WEB SITE (INCLUDING THE PROGRAM PORTAL OR BATH & BODY WORKS SITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF THESE TERMS. BATH & BODY WORKS RESERVES THE RIGHT TO INVESTIGATE ANY SUSPICIOUS ACTIVITY AND TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND THIS AGREEMENT.

Waiver of Injunctive or Other Equitable Relief. IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE

THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITES, APPLICATION, CONTENT (INCLUDING YOUR CONTENT), THE PROGRAM, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY US.

Indemnity. In exchange for the right to participate in the Program, you agree to indemnify, defend (at our option) and hold us harmless from and against any and all damages, losses, liabilities, claims, costs, investigations, judgments, fines, penalties, settlements, interest, expenses or demands, including, but not limited to, personal injury, death, or damage to or loss of property, that directly or indirectly arise from or are related to: (a) your use of the Program and your activities in connection with the Program; (b) your breach or anticipatory breach of the Agreement (as updated from time to time); (c) your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your participation in the Program and use of the Program Portal, or your activities in connection with the Program or individual Challenges; (d) any misrepresentation made by you; and (e) our use of the information that you submit to us or Your Content as contemplated herein, including but not limited to infringement, misappropriation, or other violation of any third party's proprietary rights (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by us in the defense of any Claims and Losses. Notwithstanding the foregoing, we retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. We reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of Bath & Body Works.

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