

The Catalysts Program

Official Rules

ENGLISH LANGUAGE SKILLS REQUIRED FOR PARTICIPATION

To the extent permitted by the applicable law, this Program is governed exclusively by the laws of the United States subject to the enforcement of the mandatory provisions of any other applicable federal, state, provincial and/or local law.

1. How to Enter. “*The Catalysts Program*” (“Program”) is open to new explorers of beauty who meet the eligibility requirements set forth in Section 2 below. To enter the Program, you must:

(a) Visit **www.thecatalystsworld.com** (“Site”) and complete the online application (“Application”), including providing your full name, email address, date of birth and company/employer name, respond to all Application questions and submit an executive summary (“Executive Summary”) which explains your business idea (“Business Idea”);

(b) Go to TikTok and (i) post a video (“Video”) that is at least one (1) minute in length, which answers the question: “What beauty means to you ?” (“Theme”), (ii) tag @niv_elc on TikTok in your post and (iii) include a link to the Video in your Application.

(c) If TikTok is not available to you, you may post your Video on one of the following platforms: YouTube or Vimeo. Your Video must be at least one (1) minute in length and you must include a link to your Video in your Application.

(d) Super-impose the hashtags #ELCNIVCatalysts and #ELCNIVContest on your Video and include the hashtags in the description of the Video and/or as a comment to your Video.

All Applications, Executive Summaries, Videos and/or other entry information shall be collectively referred to herein as the “Submissions” or each as a “Submission.” If your Submission does not comply with the Guidelines and Restrictions defined below in Section 4, these Official Rules or the applicable social media platform’s terms and conditions, your Submission will be subject to disqualification as determined by Sponsor in its sole and absolute discretion.

Submissions may be submitted in the following Key Categories: (i) Makeup; (ii) Skincare; (iii) Fragrance; (iv) Haircare; and (v) Men’s/Unisex.

- **If you enter by posting your Video on TikTok:** You must have a TikTok account to enter via this method. If you do not have the TikTok app, you may download it through the application store on your device. The TikTok app is free. Your TikTok account must be set to public. Your Video must comply with the TikTok Terms of Service at <https://www.tiktok.com/legal/terms-of-use?lang=en> and the TikTok Community

Commented [A1]: Can the videos be posted to any other platforms?

Commented [A2R1]: Yes they can post to YouTube or Vimeo. They just can’t send us a video file.

Guidelines at [Community Guidelines](#) | TikTok. If you enter via TikTok, you must tag @niv_elc in your post.

- **If you enter by posting your Video on YouTube:** You must have a YouTube account to enter via this method. A YouTube account is free. Your Video must comply with the YouTube [Community Guidelines](#) and YouTube [Terms of Service](#).
- **If you enter by posting your Video on Vimeo:** You must have a Vimeo account to enter via this method. A Vimeo account is free. Your Video must comply with the Vimeo Acceptable Use Community Guidelines, located at <https://vimeo.com/help/guidelines>, and the Vimeo Terms of Service, located at <https://vimeo.com/terms>.

Standard data fees may apply if entering the Program using your mobile device. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

Limit one (1) Submission per person/per email address regardless of method of entry. In the event an entrant submits more than one (1) Submission, only entrant's first Submission shall count as entrant's Submission and all other Submissions will be disqualified. Sponsor reserves the right to cancel or modify this Program in the event an insufficient number of Submissions are received that meet the minimum Judging Criteria.

By entering, each entrant warrants, represents and undertakes the following with respect to entrant's Submission: (a) entrant is the sole and exclusive owner of all aspects of entrant's Submission; (b) the Submission is entrant's own creation; (c) the Submission will not infringe on any rights of any third party, including but not limited to copyright, trademark, privacy, publicity and/or any other intellectual property right and will not include the name, photo, or likeness of a third party without permission from such third party; and (d) the Submission complies with the Guidelines and Restrictions (defined below in Section 4).

If any third parties appear in entrant's Submission, entrant further represents, warrants and undertakes that each person has given entrant appropriate consent to be filmed, recorded and/or used for purposes of this Program in accordance with these Official Rules. Sponsor reserves the right to request third party releases for any third party included in any Submission at any time, which the entrant must procure upon request. Failure to produce fully executed third party releases (if applicable) may result in disqualification of the Submission, in Sponsor's sole and absolute discretion.

All terms and conditions of TikTok, Vimeo and YouTube apply. Multiple entrants are not permitted to share the same TikTok, Vimeo, YouTube or email account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to any TikTok, Vimeo, YouTube or email account, the authorized account holder of the email address used to register on the account will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

Use of any AI technology and/or automated systems or programs to participate is prohibited and will result in disqualification. To the maximum extent permitted by law, all entries (including Submissions) become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned (Note: this language only refers to the physical property that an entrant submits (e.g., Sponsor will not return entrant's Submissions back to entrant at the end of the Program) but does not include any intellectual property ownership rights, which will continue to be owned by entrant). Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Submissions, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Program, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Program.

2. Eligibility. Participation is open only to creators who are legal residents of their country of residence, are at least 21 years of age and have attained the age of majority in their state, country or province of residence. RESIDENTS OF ANY COUNTRY CURRENTLY EMBARGOED OR SANCTIONED BY THE UNITED STATES ARE NOT ELIGIBLE TO PARTICIPATE IN THE PROGRAM AND THE PROGRAM IS VOID IN THESE JURISDICTIONS AND WHERE PROHIBITED (COLLECTIVELY, "INELIGIBLE COUNTRIES"). The list of Ineligible Countries includes: Cuba, Iran, Syria, North Korea and Russia. Sponsor reserves the right to run an embargo and/or sanctions check on the country of the potential winner to ensure the potential winner is not from Ineligible Country and is eligible to receive the Grand Prize. Employees, officers and directors of **Estee Lauder International, Inc.** ("Sponsor"), **TikTok Information Technologies UK Limited ("TikTok")** and their parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Program materials as well as any consultants working on the Program or any projects related to the Program (collectively, the "Sponsor Parties") and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Subject to all applicable federal, provincial, state and local laws and regulations.

3. Start/End Dates. Entry period begins at 12:00:01 AM Eastern Time (United States) ("ET") on June 25, 2024 and all Submissions must be received by 11:59:59 PM ET on August 4, 2024 ("Program Period"). Sponsor's computer is the official time-keeping device for the Program.

4. Submission Guidelines and Content Restrictions. By entering the Program, each entrant agrees that his or her Submission conforms to these Official Rules and, in particular, the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Program if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

Commented [A3]: Confirm

Commented [A4R3]: For India, we don't take exclusive ownership as would make it very difficult for people to apply. Founders are not going to submit ideas if they through this contest owns the entries without any compensation. These are their business ideas for funding. This is standard for any business pitching NIV. Whatever they supply they own and we advise don't share anything they think is super confidential.

Commented [A5R3]: As per my email, I added language which made clear that entrants will continue to own the IP included in their submissions.

Commented [A6]: Confirm correct sponsor as the press release identifies The Estee Lauder Companies.

Commented [A7R6]: See notes in Press Release. ELI is the entity but for press purposes we use corporate name.

Commented [A8]: Application is through the portal which has many questions. Same as above can we state that they need to complete the application on the portal?

- The Application must be fully completed and include a link to entrant's Video in accordance with these Official Rules.
- The Video must be at least one (1) minute in length.
- The Submission must be in the English language.

Content Restrictions:

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not contain any content sponsored by any third party;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene, vulgar, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is submitted or created;
- The Submission must not promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- The Submission must not promote smoking, cigarettes, and/or tobacco products; and
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Program and the Theme of the Program.

Entrants acknowledge that other entrants may have used ideas and/or concepts in their Submission that may have similarities to ideas or concepts included in other entrant's Submission, and entrants understand and agree that they shall not in any way be entitled to any compensation because of any such similarities. Sponsor's decisions are final and binding in all matters relating to this Program, including interpretation and application of these Official Rules.

5. License. Except where prohibited by law, providing a Submission constitutes entrant's consent to grant the Sponsor Parties, to the maximum extent permitted by law, a royalty-free, irrevocable, perpetual (or for the duration of the copyright if perpetual is not permitted in country of residence), non-exclusive license to use, reproduce, modify, publish, and display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including, but not limited to, any and all Internet and digital media, including Sponsor's web sites and social media sites (i.e., TikTok, Facebook, Instagram, YouTube, X/Twitter, etc.), for any purpose whatsoever, including for promotional, advertising or marketing purposes. Entrants hereby waive and agree not to assert (and warrant that all individuals featured in the Submission have waived and agreed not to assert) any moral rights in and in connection with the Submission.

6. Independently Developed Submissions. Each entrant understands and agrees that Sponsor's use in matters independently developed of material similar to or identical with the Submission or containing features or elements similar to or identical with those contained in the Submission

will not obligate Sponsor to negotiate with entrant, nor will it entitle entrant to any compensation of any kind. Each entrant agrees and acknowledges that nothing herein shall preclude Sponsor from using any material in or similar to the Submission without any obligation toward the entrant, including, but not limited to, if Sponsor has an independent legal right to use such other material, including without limitation, because such features or elements were not new or novel, or were not originated by entrant, or were or may hereafter be independently created by or submitted to Sponsor.

7. Judging Panel. On or about August 25, 2024, the Program judging panel (“Judging Panel”), which shall be comprised of members of the Estee Lauder New Incubation Ventures, shall judge all eligible Submissions based on the following equally-weighted judging criteria (“Judging Panel Criteria”): (a) Creativity and (b) Most Inspiring Submission based on vision, business potential or story. Subject to verification and compliance with these Official Rules, the ten (10) highest scoring Submissions shall be selected as the potential Finalists and be eligible to compete in the Finalist Phase (defined below). In the event of a tie, all tied Submissions will be re-judged by Estee Lauder New Incubation Ventures which will break the tie using the Judging Panel Criteria. The Judging Panel judging shall take place in the United States. This is a game of skill and chance plays no part in the determination of the winner.

8. Finalist Notification / Verification. Each potential Finalist will be contacted via email and/or postal mail on or about September 1, 2024.

ALL POTENTIAL FINALISTS MUST BE VERIFIED BY SPONSOR TO ENSURE ELIGIBILITY PRIOR TO BEING DECLARED A FINALIST OR A WINNER AND/OR RECEIVING ANY PRIZE.

As a condition of participating in the Finalist Phase, all Finalists will be required to complete and return documents, including the Finalist Agreement and/or an Affidavit/Declaration of Eligibility and Liability/Publicity release and rights transfer document, and any appropriate tax forms or an acknowledgement or such other documents as the Sponsor may specify and return via email and/or as otherwise instructed by Sponsor to Sponsor within the time frame designated by Sponsor. Failure to return such documents in the time frame required by Sponsor may result in forfeiture of spot in Finalist Phase or any prizes (if applicable). Finalists are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Sponsor.

To the extent permitted by applicable law, Sponsor reserves the right, in its sole and absolute discretion, to conduct background checks on potential Finalists and, to ensure that they are able to enter into the U.S., France and/or U.K. (to the extent applicable) if selected. Entrants must provide authorization and/or complete any forms reasonably required to facilitate such background check. Failure to comply with such search may result in disqualification of a potential Finalist and may result in selection of an alternate Finalist (time permitting). Sponsor also reserves the right, in its sole and absolute discretion, to disqualify a potential Finalist based on the results of such background check, if the Sponsor determines, in its sole and absolute discretion that awarding this opportunity to such potential Finalist might reflect negatively on the Program, Sponsor, and/or the Sponsor Parties. Factors that may result in disqualification of a

Commented [A9]: Include voting date.

Commented [A10R9]: Can we say month? Would be sometime between July and August 2024.

Commented [A11R9]: No. It needs to be after the Contest end date, so needs to be after August 12th. You can say “on or about August 26th” if you can do the judging between 8/13 and 8/26 or add another date or a week that is after Aug. 12th.

Commented [A12R9]: Judging will happen in late September or October. That is as close to what we can commit to now.

Commented [A13R9]: So there are two judging moments. There is ELC NIV judging all applicants to get to a group of finalists. This will happen in August at some point. Then there is the judging that will happen in Paris where the finalist will present and this will happen in late September or October but we don't have a final date yet.

Commented [A14]: Confirm judging criteria as this is what is included in the Finalists judging criteria.

Commented [A15]: Confirm or select one of the judging criteria that will break the tie.

Commented [A16R15]: ELC has final approval so breaks any ties

Commented [A17]: Include Finalist notification date.

Commented [A18R17]: This date needs to be after the date which you judged the entries so if you selected Finalists on 8/26 you can include 8/27 here as the notification date if that works for you.

Feel free to update dates.

Commented [A19R17]: Can we just say by month?

Commented [A20]: Shouldn't we add France here if they may need to go to Paris?

Commented [A21R20]: Yes,

Commented [A22]: Do we need winners to travel to the US or UK at all?

Commented [A23R22]: Possibly to London.

Commented [A24]: Note that background searches are heavily regulated outside the US so we should speak to local counsel before running any background searches for residents of any countries.

Finalist include, without limitation, conviction of a felony or misdemeanor, or any other criminal or civil offense as determined in the sole and absolute discretion of the Sponsor or, if Sponsor determines, in its sole and absolute discretion, that awarding a prize to such individual may reflect unfavorably on the Program, Sponsor, and/or the Sponsor Parties.

9. Finalist Phase. The ten (10) Finalists will be judged in the Finalist Phase of the Program on or about the week September 1, 2024 by the Program Judging Committee, which may include representatives from TikTok and/or creators selected by TikTok, as determined by Sponsor in its sole discretion. The Program Judging Committee will judge the Finalist's Submissions based on the following equally-weighted judging criteria ("Finalist Judging Criteria"): (a) Creativity and (b) Most Inspiring Submission based on vision, business potential or story. Subject to verification and compliance with these Official Rules, two (2) Grand Prize winners will be selected from amongst the Finalist Submissions. In the event of a tie, all tied Submissions will be re-judged by the Estee Lauder New Incubation Ventures team which will break the tie using the Finalist Judging Panel Criteria. The Finalist judging shall take place in Paris, France and the two (2) Grand Prize winners will be announced at the Paris event.

10. The Grand Prize.

Two (2) Grand Prize winners (each a "winner") will be invited to participate in Sponsor's One Year Accelerator Program to Build a Limited Edition Beauty Brand (the "Accelerator Program") and will receive up to \$250,000 in funding to support the winner's Business Idea. The amount of funding will depend on various factors, including each winner's Submission and Business Idea and the decisions of Sponsor and judges which shall be final and binding in all respects. The Accelerator Program will provide mentorship and training opportunities as well as other benefits to winners as determined by Sponsor in its sole and absolute discretion. Each winner will also receive a round-trip flight to and one (1) night hotel accommodations in Paris, France ("Trip Prize") and up to \$75,000 in TikTok Ad credits ("Ad Credit Prize") subject to the Prize conditions below.

Trip Prize: One (1) night trip to Paris, France. Taxes, meals, gratuities, travel upgrades, or any other expenses not specifically listed herein are the responsibility of winner. Travel and accommodations subject to availability; certain restrictions and blackout dates may apply. Winner must travel on dates designated by Sponsor or Grand Prize will be forfeited and may be awarded to an alternate (time-permitting). Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Winner will be solely responsible for obtaining valid identification relating to acceptance and use of the Trip Prize and must possess all required travel documents, including visas and valid passports, if and as applicable. If in the judgment of Sponsor, air travel is not required due to Winner's proximity to prize location, ground or rail transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Released Entities (defined below) are not responsible if the Trip Prize or any part thereof is delayed, postponed or cancelled due to events outside of its reasonable control, including due to COVID 19 restrictions. As a condition of accepting the Grand Prize, potential winner may be required to

Commented [A25]: What is the judging criteria? The India contest included "most creative and inspiring entry in terms of the vision, potential or story."

Commented [A26]: Will winners need to come to US or UK to be trained or attend any awards dinners?

Commented [A27R26]: Will need to come to Paris.

Commented [A28R26]: To confirm, we will pay the winners to go to Paris? If so, for how long? What will we provide other than flight and accommodations?

Commented [A29R26]: Yes we will pay for flights if they are not in Paris. We will pay for hotel. I would say minimum of one night, might be up to three.

Commented [A30]: If you know the date they need to travel to Paris you should include here.

Commented [A31R30]: Don't know the date.

Commented [A32R30]: We don't know date yet.

agree to comply with Sponsor's and/or any prize supplier's COVID safety protocols (collectively, "Sponsor's Safety Protocols"), including, but not limited to, testing, mask wearing, social distancing and quarantining, all as applicable and as determined by Sponsor and/or a prize supplier, or the Grand Prize may be forfeited.

Ad Credit Prize: Each winner will receive up to \$75,000 in TikTok Ad Credits. Ad Credits Prize is subject to terms and conditions and the final value of Ad Credits provided to each winner shall be determined by TikTok following consultation with Sponsor and will factor in suitability of the winning Submissions based on winner's business plan and launch strategy. Ad Credits will be allocated to winners within 12 months of award date, with a further 12 month expiration date once accessible within business account. Use of Ad Credits shall be subject to TikTok's additional terms and conditions governing use of Ad Credits and content on the platform, to be provided by TikTok. To accept the Ad Credit Prize, winners must:

- Have an active TikTok business account (not a personal account);
- Sign up to TikTok ads manager (which means agreeing to TikTok's commercial terms and having the capability to run the advertising with TikTok's guidance); and
- Agree in writing to TikTok's Ad Credit Terms (located at <https://ads.tiktok.com/i18n/official/article?aid=10016914>).

Approximate Retail Value of Grand Prize is up to \$ to \$330,000 (U.S.), but actual value may vary depending each winner's Submission and Business Idea, total Ad Credits awarded and the decisions of Sponsor and judges. Grand Prize winner will not receive difference between actual and approximate retail value and may not request the cash value of the prize in lieu of receipt of the prize. Limit one (1) Grand Prize per person.

The funding will be made through Sponsor's (NIV) operating budget to the winner's bank account. The **funding** will be awarded in U.S. Dollars and subject to the exchange rates at the time the **funding** is made.

Prizes are not transferable. No substitutions or exchanges of any prize will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize.

Nothing in these Official Rules limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Official Rules would contravene any statute or cause any part of these Official Rules to be void ("Non-Excludable Guarantees"). Subject to the limitations in the preceding sentence, all prizes and all parts thereof are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose), except where prohibited by law. THE VALUE OF ALL PRIZES MAY BE INCLUDIBLE IN THE WINNERS' TAXABLE INCOME AND RESULT IN FEDERAL, STATE, PROVINCIAL AND/OR LOCAL TAXES. ALL WINNERS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS. ALL FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES ASSOCIATED WITH THE PRIZE ARE THE

Commented [A33]: How will this fund prize be awarded?

Will we create a fund that the winner can use to build business?

Commented [A34R33]: This will be funded via elc niv operating budget, not a fund.

Commented [A35R33]: What does this mean? How does the winner get access to this money?

Commented [A36R33]: Ryan/Lauren can you answer?

Commented [A37R33]: This won't be funded by a fund - this is being funded by the NIV operating budget. Similar to our B&Y program, we will transfer funds from ELI to the winner's bank account.

SOLE RESPONSIBILITY OF THE WINNERS. THE SPONSOR PARTIES AND THEIR AFFILIATES RESERVE THE RIGHT TO WITHHOLD ALL AMOUNTS REQUIRED TO BE WITHHELD FROM PAYMENTS TO THE WINNERS, AND THE WINNERS MAY BE REQUIRED TO PROVIDE TAX FORMS OR OTHER DOCUMENTATION IN CONNECTION WITH THE RECEIPT OF THE PRIZES. WINNERS SHOULD CONSULT THEIR OWN TAX ADVISORS.

If any prize or prize notification messages are returned as undeliverable, or a winner does not respond in the time frame required by Sponsor, or refuses to execute the required documents within time frame designated by Sponsor, or rejects his/her prize (or any part thereof), or in the event of noncompliance with these Official Rules or Program requirements, the prize will be forfeited and may be awarded to the next runner-up (time-permitting), as determined by Sponsor in its sole and absolute discretion. In the event of prize forfeiture, no compensation will be given.

11. Collection of Information. Sponsor will be collecting personal data about entrants online, in accordance with Sponsor's privacy policy. Please review the Sponsor's privacy policy at www.thecatalystsworld.com/privacy-policy. The Program is hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States. By participating in the Program, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

12. General Release. BY PARTICIPATING IN THE PROGRAM AND SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, ALL ENTRANTS TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAWS, RELEASE THE SPONSOR, THE SPONSOR PARTIES, AND ANY OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, SPONSORS, AND AGENTS, INCLUDING THEIR ADVERTISING AND PROMOTION AGENCIES ("RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, MORAL DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN PROGRAM OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF ANY PRIZE OR PARTICIPATION IN ANY PROGRAM-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT (INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF MORAL RIGHTS), TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION, AND AGREE NOT TO MAKE ANY CLAIMS AGAINST THE RELEASED PARTIES IN RESPECT THEREOF, INCLUDING, WITHOUT LIMITATION (I) ANY CONDITION CAUSED BY EVENTS BEYOND SPONSOR'S CONTROL THAT MAY CAUSE THE PROGRAM TO BE DISRUPTED OR CORRUPTED; (II) ANY INJURIES, LOSSES, ILLNESS, LITIGATION OR DAMAGES (COMPENSATORY, DIRECT, INCIDENTAL, CONSEQUENTIAL OR

Commented [A38]: Please include the privacy policy governing this Contest. Once that is selected we should have our privacy attorney review this section and the policy.

Commented [A39R38]: @Lauren can you add?

Commented [A40R38]: Stephanie has the latest copy and will send

OTHERWISE) OF ANY KIND CAUSED BY ENTRANT'S OWN NEGLIGENCE ARISING OR RESULTING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE AWARDING, DELIVERY, ACCEPTANCE, USE, MISUSE, POSSESSION, LOSS OR MISDIRECTION OF A PRIZE OR PARTICIPATION IN THIS PROGRAM OR IN ANY ACTIVITY OR TRAVEL RELATED THERETO OR FROM ANY INTERACTION WITH, OR DOWNLOADING OF, COMPUTER PROGRAM INFORMATION; AND (III) ANY PRINTING OR TYPOGRAPHICAL ERRORS IN ANY MATERIALS ASSOCIATED WITH THE PROGRAM.

In relation to entrants from countries that do not permit the above provisions, the above provisions apply to the fullest extent permissible by law, save that, to the extent such country's local law applies, nothing in these Official Rules shall exclude or limit the Sponsor or Released Parties' liability for: (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by negligence; or (iii) any other type of liability which may not be lawfully excluded or limited.

13. General Conditions. By entering the Program, all entrants accept and agree to be bound by these Official Rules and the decisions of the Sponsor. No automated entry devices and/or programs permitted. Proof of submission will not be deemed to be proof of receipt by Sponsor. Entrants must keep the email address information up to date and inform Sponsor on any changes of the relevant email address as soon as possible. Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Program, including any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Program or downloading any materials in this Program.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Program should (in its sole discretion) virus, bugs, non-authorized human intervention, epidemics, pandemics, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Program. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Program, the Site or any web sites, platforms associated with this Program. Sponsor may prohibit any entrant from participating in the Program or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Program by cheating, hacking, deception, or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITES, PLATFORMS OR CONSOLES ASSOCIATED WITH THIS PROGRAM OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE

SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

14. Additional Conditions. Sponsor's decisions in all respects relative to the Program are final. Except where prohibited by law, by accepting any prize, each winner's acceptance of a prize constitutes the grant of an unconditional right for the Released Parties to use winner's name, address (city and state/province/territory only), likeness, photograph, biographical and prize information and/or statements about the promotion for any publicity, advertising and promotional purposes without additional compensation, except where prohibited by law, and releases the Released Parties from any liability with respect thereto.

15. Disputes. Except where prohibited by law: (a) As a condition of participating in this Program, entrants agrees that any and all disputes which cannot be resolved between any of the Released Parties and entrant or his/her representatives, claims and causes of action arising out of or connected with this Program, or any prizes awarded, or the determination of winners shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective; (b) Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., costs associated with entering this Program), and entrant further waives all rights to have damages multiplied or increased; and (c) The arbitration shall be conducted in the State of New York, in the City of New York, County of New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

16. Governing Law and Jurisdiction. This Program is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Program, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Disputes section of these Official Rules, shall take place in the courts of the State of New York, in the City of New York, County of New York.

17. Limitation of Liability; Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO AND/OR USE OF THE SITE OR ANY WEBSITES ASSOCIATED WITH THE PROGRAM, AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE PROGRAM. WITHOUT LIMITING THE FOREGOING, THIS PROGRAM AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANTS OR SHALL ONLY APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS OF LIABILITY ARE NOT ENFORCEABLE UNDER APPLICABLE LAW, THE AFFECTED LIMITATION OR EXCLUSION OF LIABILITY SHALL BE DEEMED OMITTED FROM THESE OFFICIAL RULES AND SHALL IN NO WAY AFFECT THE LEGALITY, VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THESE OFFICIAL RULES.

18. Miscellaneous. The invalidity or unenforceability of any provision herein shall not affect in any way the validity and enforceability of any other provision in these Official Rules.

IN THE EVENT THERE IS A DISCREPANCY OR INCONSISTENCY BETWEEN DISCLOSURES OR OTHER STATEMENTS CONTAINED IN ANY PROGRAM MATERIALS AND THE TERMS AND CONDITIONS OF THE OFFICIAL RULES, THE OFFICIAL RULES SHALL PREVAIL, GOVERN AND CONTROL.

19. Winners' List. For a copy of the winners' list, send a stamped, self-addressed, business-size envelope before October 30, 2024 to Sponsor at the address listed below, Attn: The Catalysts Program Winners List.

Sponsor: Estee Lauder International, Inc., having its principal place of business at 767 Fifth Avenue, New York, NY 10153.