

# OLAPLEX<sup>®</sup>

## LOYALTY PROGRAM



### HOW OLAPLEX LOYALTY PROGRAM WORKS:

Buy the brand you love and get rewarded. Our OLAPLEX Loyalty Program rewards stylists with exclusive experiences, swag, merchandise, marketing materials, salon equipment, and so much more!

## READY TO GET REWARDED?



SEE REVERSE SIDE FOR DETAILS AND TERMS AND CONDITIONS

# OLAPLEX PRO LOYALTY PROGRAM: FAQs

## 1. WHAT IS THE OLAPLEX PRO LOYALTY PROGRAM?

The OLAPLEX Pro Loyalty Program is a loyalty program that allows professionals to earn rewards when making certain levels of purchases of products at [www.pro.OLAPLEX.com](http://www.pro.OLAPLEX.com) (the "Site") or at any local participating OLAPLEX partner retail location or online website ("OLAPLEX Distributor"). For a list of participating OLAPLEX Distributors, click here <https://OLAPLEX.com/pages/pro-loyalty-program-distributors>.

## 2. WHO IS ELIGIBLE TO JOIN?

The OLAPLEX Pro Loyalty Program is available to individuals, businesses, and/or corporations offering professional salon services who have a valid physical United States mailing address (including its territories and possessions) and who provide and maintain a valid e-mail address. If you are an individual, you must also be at least 18 years or older to become a member. Employees of OLAPLEX and its affiliates, and such employees' family members (e.g., immediate family members residing in the same household as the employee) are NOT eligible to participate in the Program.

## 3. DOES IT COST ANYTHING TO JOIN OLAPLEX PRO LOYALTY PROGRAM?

There is no fee to join the OLAPLEX Pro Loyalty Program, however, you may only earn rewards based on purchases of qualifying OLAPLEX products.

## 4. HOW DO I JOIN THE PROGRAM?

There are three (3) options to join the OLAPLEX Pro Loyalty Program.

- (1) Visit the Site and follow the Program prompts to register for the Program;
- (2) By contacting OLAPLEX Customer Service at 1-800-665-4086 and requesting to register for the Program; and
- (3) Visit any participating OLAPLEX Distributor and asking to register for the Program.

## 5. HOW DOES THE PROGRAM WORK?

Once you become a OLAPLEX Pro Loyalty Program member start purchasing on the Site or at any participating OLAPLEX Distributor's physical location or applicable website.

## 6. WHO ARE THE PARTICIPATING OLAPLEX DISTRIBUTORS?

<https://OLAPLEX.com/pages/pro-loyalty-program-distributors>

## 7. WHAT ARE THE BENEFITS?

The OLAPLEX Pro Loyalty Program provides Program members with a tier-based rewards system, which is outlined below. The more qualified purchases you make; the more OLAPLEX rewards you are eligible to receive. Once you purchase a certain amount, you may be eligible for the rewards laid out below. Rewards may change from time to time.

	TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
Program	<b>\$500</b> Total spend per year	<b>\$1000</b> Total spend per year	<b>\$3000</b> Total spend per year	<b>\$5000</b> Total spend per year	<b>\$10,000</b> Total spend per year
Rewards	- Exclusive olaplex 8x10 merchandiser - Window cling and mirror cling	- Exclusive olaplex 8x10 merchandiser - Window cling & mirror cling - Olaplex exclusive poster - Olaplex applicator bottle	- Exclusive olaplex 8x10 merchandiser - Olaplex branded poster - Olaplex cape - Olaplex spray bottle - Olaplex applicator bottle - Olaplex water bottle - Window cling & mirror cling	- Exclusive olaplex 8x10 merchandiser - Olaplex poster - Olaplex cape - Olaplex spray bottle - Olaplex applicator bottle - Olaplex water bottle - Window cling & mirror cling - Counter display - Olaplex backpack - Automatically entered in chance to win annual olaplex holiday trip in jan 2022 for 2 people (sweepstakes)	- Olaplex merchandiser - Olaplex cape (2) - Olaplex spray bottle (2) - Olaplex applicator bottle (3) - Window cling & 2 mirror clings - Counter display - Olaplex backpack - Automatically entered in chance to win annual Olaplex holiday trip in jan 2022 for 2 people - 1:1 Digital class with Olaplex ambassador or advocate

## 8. HOW DO I EARN PROGRAM REWARDS?

You are able to earn rewards by making qualifying purchases of OLAPLEX products either on the Site or with any OLAPLEX Distributor. Rewards are calculated by OLAPLEX based on your total semi-annual spend during the following time periods: (1) January 1st – June 30th; and (2) July 1st – December 31st ("Calculation Period"). Despite the above, the OLAPLEX Pro Loyalty Program will initially be calculated annually and will take place during the following time period: January 1, 2021 – December 31st, 2021 ("Initial Calculation Period"). Qualifying purchases include all regular-priced OLAPLEX merchandise, and exclude sales tax, OLAPLEX Gift Cards and eGift Cards, state fees, shipping charges, delivery charges or other excluded charges specified by us from time-to-time. Purchases of OLAPLEX Gift Cards and OLAPLEX eGift Cards also do not count, but purchases made using OLAPLEX Gift Cards and OLAPLEX eGift Cards for a qualifying OLAPLEX purchase do count. Following the applicable Calculation Period, each Member's account will reset to zero for the next Calculation Period.

## 9. DOES MY MEMBERSHIP IN THE PROGRAM EVER EXPIRE?

No, but we reserve the right to suspend, modify, restrict, cancel or otherwise terminate the Program, any individual/entity's membership in the Program, or the rewards at any time.

## 10. HOW DO I KNOW WHAT TIER OF REWARDS I CURRENTLY QUALIFY FOR?

To find out what tier of Program rewards you are eligible to receive, please contact OLAPLEX Customer Service at 1-800-665-4086 or via email to [support@OLAPLEX.com](mailto:support@OLAPLEX.com).

## 11. HOW DO I CHECK MY ACCOUNT STATUS?

To check your account status, please contact OLAPLEX Customer Service at 1-800-665-4086 or via email to [support@OLAPLEX.com](mailto:support@OLAPLEX.com).

## 12. HOW DO I REDEEM MY OLAPLEX PRO LOYALTY PROGRAM REWARDS?

Rewards will automatically be redeemed semi-annually by OLAPLEX, and your eligible rewards (if any) will be shipped to your valid US mailing address on or about four (4) to five (5) weeks after the applicable Calculation Period. Please note that these are the only two (2) time periods during the calendar year when rewards will be redeemed.

## 13. HOW DO I MANAGE MY OLAPLEX PRO LOYALTY PROGRAM EMAIL COMMUNICATIONS?

You can manage your email preferences for emails from OLAPLEX, Inc. by visiting the Site or by contacting OLAPLEX Customer Service at 1-800-665-4086. Email communications from OLAPLEX tell you about exclusive opportunities, benefits, the latest collections from OLAPLEX and much more. If you opt-out of marketing communications, you will continue to receive administrative emails about your account such as expiration notices, account changes, account confirmations, etc.

## 14. HOW DO I UPDATE THE INFORMATION I PROVIDED TO ENROLL IN THE PROGRAM?

You can update your information by contacting either OLAPLEX Customer Service at 1-800-665-4086 or by accessing your personal information through the Site. Please note that you must contact Customer Service at 1-800-665-4086 or email [support@OLAPLEX.com](mailto:support@OLAPLEX.com) in order to change your OLAPLEX Pro Loyalty Program account information.

## 15. WHAT DO I DO IF I FORGOT MY ACCOUNT INFORMATION AND/OR PASSWORD?

If you have any issues regarding your password or account, please contact OLAPLEX Customer Service at 1-800-665-4086 or via email at [support@OLAPLEX.com](mailto:support@OLAPLEX.com).

## 16. WHAT DO I DO IF I BELIEVE THAT A PURCHASE OR OTHER PROGRAM ACTIVITY WAS NOT PROPERLY CREDITED TO MY ACCOUNT?

If you have questions related to your membership account during the relevant time period, please contact OLAPLEX Customer Service at 1-800-665-4086 or via email at [support@OLAPLEX.com](mailto:support@OLAPLEX.com).

## 17. HOW WILL OLAPLEX USE THE PERSONAL INFORMATION I PROVIDE TO ENROLL IN OLAPLEX PRO LOYALTY PROGRAM?

Please refer to the OLAPLEX Privacy Policy <https://OLAPLEX.com/pages/privacy>.

## 18. WHAT AM I AGREEING TO BY JOINING THE PROGRAM?

By becoming Program member, you agree that you have read, understood and agree to be bound by the OLAPLEX Pro Loyalty Program Terms and Conditions <https://OLAPLEX.com/pages/pro-loyalty-program-terms>, the OLAPLEX Online Terms & Conditions <https://OLAPLEX.com/pages/terms>, and the OLAPLEX Privacy Policy <https://OLAPLEX.com/pages/privacy>.

## 19. WHAT TERMS GOVERN THE PROGRAM?

Please refer to the OLAPLEX Pro Loyalty Program: Terms and Conditions <https://OLAPLEX.com/pages/pro-loyalty-program-terms> for the full list of Program terms.

## 20. CAN MY MEMBERSHIP IN THE PROGRAM BE TERMINATED OR EXPIRE?

We reserve the right, in our sole discretion, to exclude you from participation in the Program at any time or suspend or audit your account for any reason. Suspected illegal, fraudulent or otherwise unauthorized use of memberships or other activity inconsistent with our OLAPLEX Pro Loyalty Program: Terms and Conditions shall result in termination.

## 21. WHAT HAPPENS TO ANY REWARDS I HAVE EARNED IF MY MEMBERSHIP IN THE PROGRAM IS TERMINATED OR EXPIRES?

If your membership is terminated or expires prior to the end of a Calculation Period, you cease to be eligible for any reward(s) relating to purchases that accrued to your Program account during that Calculation Period, rewards in your account with automatically expire.

## 22. CAN THE PROGRAM BE TERMINATED?

OLAPLEX reserves the right to suspend, modify, restrict, cancel or otherwise terminate the Program (or any aspect or feature thereof) and the rewards at any time even if such action affects rewards already earned.

## 23. WHAT HAPPENS TO ANY REWARDS I HAVE EARNED IF THE PROGRAM IS TERMINATED?

If the Program is terminated, rewards accumulated in your account and all other Program benefits will automatically terminate.

## 24. HOW DO I TERMINATE MY OLAPLEX LOYALTY PROGRAM MEMBERSHIP IF I NO LONGER WISH TO PARTICIPATE?

You may terminate your membership by calling OLAPLEX Customer Service at 1-800-665-4086 or via email to [support@OLAPLEX.com](mailto:support@OLAPLEX.com). Still have questions? You can contact Customer Service on 1-800-665-4086 from within the United States or via email [support@OLAPLEX.com](mailto:support@OLAPLEX.com).

\*No purchase necessary to enter or win. Open to US residents 18 years or older.

This Sweepstakes starts on January 1, 2021, at approximately 12:01 AM ET; ends on December 31, 2021 at approximately 11:59 PM ET. One winner will be awarded a prize. Trip will occur on or about January 20, 2022 through January 25, 2022. ARV of prize: \$5,000.00. Odds of winning depend on total number of eligible entries received. Official rules can be found here: <https://OLAPLEX.com/pages/OLAPLEX-pro-loyalty-program-sweepstakes>. Void where prohibited by law.

# OLAPLEX PRO LOYALTY PROGRAM: TERMS AND CONDITIONS OF PARTICIPATION

PLEASE READ THESE TERMS AND CONDITIONS OF PARTICIPATION IN THE OLAPLEX PRO LOYALTY PROGRAM CAREFULLY. BY PARTICIPATING IN THIS PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THIS PROGRAM.

Notice About Dispute Resolution: Any disputes relating to the Program are subject to binding arbitration per the OLAPLEX Online Terms & Conditions <https://OLAPLEX.com/pages/terms>.

## 1. Membership Eligibility and Overview

**1.1.** The OLAPLEX Pro Loyalty Program ("Program") is offered at the sole discretion of OLAPLEX, Inc. ("OLAPLEX," "we," "our" or "us"). The Program is available to individuals, businesses, and/or corporations offering professional salon services and is limited to one account per individual or entity. Individuals, businesses, and/or corporations who have a valid physical United States mailing address (including its territories and possessions), and who provide and maintain a valid e-mail address are eligible to become members. If you are an individual, you must also be at least 18 years or older to become a member. We reserve the ability to refuse to create an account for any reason. Employees of OLAPLEX and its affiliates, and such employees' family members (e.g., immediate family members residing in the same household as the employee) are not eligible to participate in the Program.

**1.2.** By joining the Program and becoming a Program member, you (individually and collectively, "you," "your," or "Member") agree that you have read, understood and agree to be bound by these Program Terms and Conditions of Participation ("Program Terms"). We may update the Program Terms from time to time. When we do, we will post the updates at [insert link where these Loyalty Program terms and conditions live]. We also will provide notice via email to any then-current Members at the email address they have provided in connection with the Program. Continued participation after the effective date of any changes constitutes acceptance of the updated Program Terms. These Program Terms do not alter in any way the terms or conditions of any other agreement you may have with us, including any agreement for products or services. By enrolling in the Program, you also agree to be bound by our website Terms & Conditions [insert link] and our website Privacy Policy [insert link], which are incorporated herein by reference. If you do not agree to these Program Terms, our website Privacy Policy and our website Terms & Conditions, you cannot participate in the Program. The Program is void where prohibited by law.

## 2. Program Enrollment

**2.1.** Eligible individuals or entities may enroll in the Program through one of the following options:

**2.1.1.** Visit [www.pro.OLAPLEX.com](http://www.pro.OLAPLEX.com) (the "Site") and follow the Program prompts to register for the Program;

**2.1.2.** By contacting OLAPLEX Customer Service at 1-800-665-4086, requesting to register for the Program, and accepting these Program Terms on the Site; or

**2.1.3.** Visit any local participating OLAPLEX partner retail location or online website ("OLAPLEX Distributor"), which for purposes of the Program means any participating OLAPLEX distributors located in the United States, and tell an associate you would like to register for the Program or register on the OLAPLEX Distributor's website. The most current list of participating OLAPLEX Distributors can be found here: <https://OLAPLEX.com/pages/pro-loyalty-program-distributors>.

**2.2.** You are required to provide your full name, mailing address, and e-mail address, in order to enroll. Additionally, we will also collect and store the history of your prior and future purchases of OLAPLEX products from OLAPLEX Distributors. If you enroll at the Site, you must create a password in order to enroll. You are solely responsible for maintaining the accuracy of your account information and for updating it as required. You may update your personal information through your account on the Site or by contacting OLAPLEX Customer Service at 1-800-665-4086.

**2.3.** In the event of a dispute over the identity of the individual enrolling as a Member or on behalf of an entity, the individual will be deemed to be the authorized account holder of the e-mail address submitted at the time of enrollment. For purposes of these Program Terms, the "authorized account holder" is the natural person or entity who is assigned to the submitted e-mail address by an internet provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

## 3. How the Program Works and Program Benefits

**3.1.** The Program is a way in which we reward and thank our loyal customers for purchasing our products. Program rewards are earned upon spending defined amounts on qualifying OLAPLEX products during the applicable period of time. A list of designated tiered rewards and the necessary purchase amount for each tier of rewards can be found in the FAQs <https://OLAPLEX.com/pages/OLAPLEX-pro-loyalty-program-faqs>, which we may update from time to time. Purchases made at (1) the Site; and (2) from participating OLAPLEX Distributors are eligible for the Program. For your purchase to qualify for the Program, you must be enrolled in the Program and (a) you must purchase on the Site with the same name and e-mail address that is linked to your Program account; or (b) you must purchase with the same name and e-mail address linked to your Program account when making your purchase at a participating OLAPLEX Distributor's locations or websites. Failure to present your name and e-mail address at time of purchase may result in your purchase not counting toward earning a reward. Opportunities to earn rewards will be posted on the Site or may be published through other media (e.g., in-store, in marketing communications, social media, etc.). Visit our FAQs <https://OLAPLEX.com/pages/OLAPLEX-pro-loyalty-program-faqs> to learn more about earning and receiving rewards.

**3.2.** Members earn rewards based on the total amount spent on qualifying merchandise purchases at (1) the Site; and (2) from participating OLAPLEX Distributors. Qualifying purchases include both regular-priced and sale OLAPLEX merchandise, and exclude sales tax, promotions (unless otherwise specified by us) state fees, shipping charges, delivery charges or other excluded purchases or charges specified by us from time-to-time. Purchases of OLAPLEX Gift Cards and OLAPLEX eGift Cards (or gift cards offered by OLAPLEX Distributors) also do not count, but purchases made using OLAPLEX Gift Cards and OLAPLEX eGift Cards for a qualifying OLAPLEX purchase do count.

**3.3.** Purchases made online or in person at retail stores/distributors that do not participate in the Program do not qualify for the Program.

**3.4.** Rewards may not be shared or combined by members. Only the member paying for the products may accumulate rewards. We reserve the right to monitor the number of accounts per household (or entity) and refuse, merge or close additional or duplicate accounts at any time.

**3.5.** Purchase balances credited to your Program account will be decreased or reversed, as applicable, if part or all of the purchase is returned or cancelled or if the credit is obtained through fraudulent or other activity that violates these Program Terms as determined by us in our sole discretion. The sale, barter, transfer, donation, auction or assignment of any rewards offered through the Program, other than by us, is expressly prohibited. Any applicable tax liabilities resulting from rewards earned or awarded under the Program are the responsibility of the Member.

**3.6.** Rewards cannot be exchanged or returned for other rewards, another product, a discount on purchases or a monetary refund except when expressly permitted by us in our sole discretion.

**3.7.** We are not responsible for rewards lost or redeemed due to fraudulent activity by you or any third party. We are not responsible for rewards that are lost, stolen or otherwise destroyed.

**3.8.** We reserve the right to place limits on the number of purchases or activities that are eligible for the Program, the number or types of rewards you may receive in a given time period or for the duration of the Program, and/or any combination thereof.

**3.9.** It may take up to four (4) to five (5) weeks for eligible purchases to post to your Program account. Purchases only count toward a reward after posting to your Program account, regardless when the purchase(s) occurred and even if this means the purchase counts toward a later Calculation Period as described in the FAQs <https://OLAPLEX.com/pages/OLAPLEX-pro-loyalty-program-faqs>. Please contact OLAPLEX Customer Service for an update on your purchase history and/or questions about your online account. We are not responsible for failure, delay or error by a OLAPLEX Distributor in notifying us of rewards to be credited. If you have concerns that a purchase or other activity was not properly applied to your account, you should contact OLAPLEX Customer Service at 1-800-665-4086 or email [support@OLAPLEX.com](mailto:support@OLAPLEX.com). You must specify your name and e-mail address linked to your Program account, the date of the Program activity, and the issue(s) you encountered. You must contact OLAPLEX Customer Service via e-mail or telephone within sixty (60) days of the date the purchase or other Program activity took place, or no rewards will be credited. We are not responsible for late notifications about purchases or other Program activities not being credited to an account.

**3.10.** At an OLAPLEX Distributor's location or website, you may be required to agree to additional terms of use, provide your account information to the third-party merchant and/or authorize the OLAPLEX Distributor to share information about you with OLAPLEX. OLAPLEX Distributors that participate in the Program are not affiliated with OLAPLEX and are not sponsors or co-sponsors of the Program. OLAPLEX Distributors are subject to change without notice. OLAPLEX Distributors are responsible for the quality and performance of any products or services they provide. OLAPLEX is not responsible for any aspects of the products and services provided by participating OLAPLEX Distributors.

## 4. Marketing Communications

**4.1.** By enrolling in the Program, you will be automatically subscribed to receive and consent to receive Program related e-mails, including Program marketing e-mails.

**4.2.** You may opt-out of receiving Program marketing e-mails at any time by following the instructions provided in the email or as otherwise provided in the OLAPLEX Privacy Statement, but operational e-mails will still be sent to you as they relate to your membership in the Program. Examples of these include, but are not limited to, a redemption confirmation e-mail, a profile update e-mail, or other communications that relate to your account. If you terminate your Program membership, you will no longer receive Program-related communications.

## 5. Termination and Modification

**5.1.** The Program and its benefits are offered at our sole discretion. We may, in our discretion, cancel, modify, restrict or terminate these Program Terms and/or the Program or any aspect or feature of the Program at any time, even though such changes may affect the value of rewards or benefits already accumulated or earned. When we do, we will post the updates at <https://OLAPLEX.com/pages/pro-loyalty-program-terms>. We also will provide notice via email to any then-current Members at the email address they have provided in connection with the Program. Continued participation after the effective date of any changes constitutes acceptance of the updated Program Terms.

**5.2.** We reserve the right to, at any time, in our sole discretion: (1) exclude you from participation in the Program; (2) discontinue your participation in the Program; and/or (3) suspend or audit your membership account for any amount of time without prior notice. Any suspected abuse of the Program, failure to follow any Program Terms, illegal activity, fraud, misrepresentation or other conduct inconsistent with these Program Terms and/or detrimental to us or our interests, including without limitation, any suspected illegal, fraudulent other unauthorized use of any Program rewards, cards, credits, vouchers, coupons and/or certificates, may result in the revocation of your membership and make you ineligible for further participation in the Program. If your membership is revoked, any rewards or benefits in your account will automatically expire and your access to the Program and features will automatically terminate. If we suspect illegal activity, fraud, misrepresentation, abuse or violation of these Program Terms, we also reserve the right to take appropriate legal action, in our sole discretion.

**5.3.** If you decide you no longer want to be a part of the Program, you may terminate your membership at any time by contacting OLAPLEX Customer Service at 1-800-665-4086.

## 6. Disclaimer of Warranties; Limitation of Liability

**6.1.** NEITHER OLAPLEX NOR OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS OR THE PROGRAM OR ANY OF THE REWARDS OR BENEFITS ASSOCIATED WITH THE PROGRAM INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

**6.2.** YOU AGREE THAT NEITHER OLAPLEX NOR OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE RESPONSIBLE OR LIABLE IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE PROGRAM; (c) DATA NON-DELIVERY, LOSS, THEFT, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF THIRD PARTY LINKS ON THE SITE OR USE OF ANY REWARD OR BENEFIT OF THE PROGRAM; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES; (f) ANY INACCURACIES OR OMISSIONS IN PROGRAM CONTENT; OR (g) EVENTS BEYOND OUR REASONABLE CONTROL. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT DEFECTS OR ERRORS WILL BE CORRECTED.

**6.3.** FURTHER AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW NEITHER OLAPLEX NOR OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE PROGRAM OR AND YOUR PARTICIPATION THEREIN, WHETHER IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY FOR SUCH CLAIMS EXCEED ONE HUNDRED DOLLARS (\$100.00). For New Jersey Residents, nothing herein restricts the ability to recover damages, costs or attorneys' fees where mandated by statute.

**6.4.** YOU AGREE THAT NO CLAIMS OR ACTION IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) ARISING OUT OF, OR RELATED TO, YOUR PARTICIPATION IN THE PROGRAM, USE OF ANY REWARDS OR OTHER BENEFIT OR THESE PROGRAM TERMS MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE. IF YOU ARE DISSATISFIED WITH THE PROGRAM, TERMINATION OF YOUR MEMBERSHIP IN THE PROGRAM IS YOUR SOLE REMEDY. WE HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

## 7. Indemnification

You agree to defend, indemnify and hold us, our parent companies, subsidiaries, affiliates, partners, licensors, officers, directors, employees, and agents harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your participation in the Program in violation of any law, rule, regulation or these Program Terms.

## 8. Privacy

The personal information collected from you in connection with the Program, including but not limited to purchases made in connection with your Program membership, will be used and disclosed by us in accordance with the OLAPLEX Privacy Policy <https://OLAPLEX.com/pages/privacy>.

## 9. Contact Us

For information about the Program and your membership, contact OLAPLEX Customer Service at 1-800-665-4086 from within the U.S., or via e-mail at [support@OLAPLEX.com](mailto:support@OLAPLEX.com), or your local OLAPLEX Distributor. We are not responsible for requests or correspondence lost or delayed in the mail or over the Internet.



# OLAPLEX<sup>®</sup>

## LOYALTY PROGRAM

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NAME

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EMAIL

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SALON NAME

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DISTRIBUTOR ACT #

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SALON ADDRESS