

CHARLOTTE TILBURY BEAUTY GIFTING PRIZE-DRAW SURVEY TERMS AND CONDITIONS

Please read these Specific Terms together with the General Terms

1. PROMOTER

Charlotte Tilbury Beauty Limited, a company registered in England and Wales with company number 08037372, whose office is at 8 Surrey St, London, England, WC2R 2ND, (the “Promoter” or “We”). Contact email: customercare@charlottetilbury.com.

2. PRIZE PROMOTION - OPTIONAL

Complete the survey and optionally enter your email address on the last page during the Entry Period to be in with a chance of winning £50 (or the equivalent in your local currency) to spend at www.charlottetilbury.com. The Charlotte Tilbury General Prize Promotion Terms and Conditions (the “General Terms”) apply to this prize draw (“Prize Promotion”) as set out below. The terms and conditions stated here (the “Specific Terms”) also apply. By entering this Prize Promotion, entrants confirm that they have read and agree to be bound by these Specific Terms and the General Terms.

3. ENTRY PERIOD

The Entry Period for the survey will run from 11AM BST on March, 12th 2023 to 11AM GMT on March, 18th 2023 or until the minimum number of responses is received, whichever is earlier.

4. ELIGIBILITY

The Prize Promotion is open to anyone at least eighteen (18) years of age as at the date of their entry. The following groups are excluded from participating: (a) employees of the Promoter and its associated companies or group companies; (b) employees of the Promoter’s agents or any third party directly associated with the administration of the prize promotion; and (c) members of the immediate families or households of (a) and (b). One (1) entry per person. Any entries in excess of this will not be considered.

5. HOW TO PARTICIPATE

To participate, you must click on the link in the specific banner within our dedicated newsletter and complete the survey. On the last page of the survey you must provide

a valid email address in order to be entered into the Prize Promotion. You must have viewed and clicked our very own banner and can only access the survey through this link. If you have been forwarded the survey by someone else, your submission will not be valid.

6. PRIZE

The prize ("Prize") to be won is charlottetilbury.com credit ("Credit") to spend at www.charlottetilbury.com to the value of £50 (or the equivalent in your local currency) for the survey. The following applies: a) The Prize is digital and will be applied to the winner's Charlotte Tilbury online account within seven (7) days of the winner being chosen; b) There will be no physical gift card sent to the winner; c) The winner does not need an account registered on www.charlottetilbury.com to win the Prize but they must have an account registered to receive and use the Prize. Details of how to create an account will be shared with the winner once they have been selected; d) The Promoter is not responsible for any additional costs and/or expenses in relation to the Prize (without limitation) including travel costs, other than any specifically listed as part of the Prize and for the specified periods of time (where applicable); e) The charlottetilbury.com Credit will cover the entire cost of the order including delivery cost ("Transaction"), as long as the total value does not exceed the value of the Credit f) The Credit can be redeemed across multiple Transactions on charlottetilbury.com to the value of the Credit; g) If the winner spends less than the value of the Credit on their Transaction, the remaining Credit, less the total of the first Transaction, will remain on their account for future Transactions. If the value of the Transaction corresponds to the exact amount of the prize, the winner will not have to pay anything further. The winner will be charged for anything exceeding the value of the Credit; h) The Credit will expire after 12 months; i) There is no cash alternative for the Prize.

7. WINNER SELECTION AND NOTIFICATION

a) Following closure of the Entry Period one (1) winner will be selected; b) Prize draw winner will be randomly selected by a computerised random generator from all entries who completed the survey and entered their valid email address on the last page; c) The winner of the survey prize draw will be contacted via the valid email address they provided on survey completion no later than March, 25th 2023 ("Announcement Date"); d) Only the winner of the survey and those selected for the follow up conversations will be contacted.

8. PRIZE RESTRICTIONS

The Credit: (a) will apply to all products sold on www.charlottetilbury.com except for eGift Cards; (b) may be used on www.charlottetilbury.com/uk only; (c) is not valid in store; (d) will be valid for redemption on charlottetilbury.com for a period of 12 months from its date of receipt.

Charlotte Tilbury Beauty General Prize Promotion Terms and Conditions

Please read these General Terms together with the Specific Terms

These Terms and Conditions are our general terms (the “General Terms”) which apply whenever indicated in relation to any competition or prize draw (“Prize Promotion”) that Charlotte Tilbury Beauty may run, whether on its website, social media platforms or otherwise.

Each Prize Promotion will also have specific terms and conditions which set out how to enter, what the opening and closing dates are, what the prize will be, how the winner will be selected, etc. (the “Specific Terms”). The Specific Terms will be published on the relevant webpage and/or social media channel and/or in other promotional materials which relate to that specific Prize Promotion. The Specific Terms will provide a link to these General Terms and state that they apply. Entrants should always read these General Terms together with the Specific Terms. In the event of a conflict between their provisions, the Specific Terms will take precedence for that particular Prize Promotion. Capitalised terms that are not defined in these General Terms are defined in the Specific Terms. Together, the General Terms and Specific Terms form the official rules (the “Official Rules”) for the Prize Promotion in question. We may amend these General Terms at any time so entrants should regularly check this webpage for any changes before entering a Prize Promotion. Changes will apply from the date of publication on this webpage. By participating in a Prize Promotion all entrants will be deemed to have accepted and be bound by the Official Rules applying to that Prize Promotion. Entrants are advised to print or save a copy of these General Terms and the applicable Specific Terms whenever they enter a Prize Promotion.

1. ENTRIES AND ELIGIBILITY

1.1. Each Prize Promotion is free to enter, no purchase is necessary.

1.2. Entries must be made in accordance with the Specific Terms. Entries submitted outside the stated Entry Period will not be accepted.

1.3. Entries must not contain anything which is illegal, libellous, defamatory, obscene, indecent, dangerous, cruel, vulgar, offensive, discriminatory, harassing, threatening or which the Promoter otherwise reasonably considers to be harmful or which presents the Promoter or its products in a negative light. Entries must not contain or publicise any political slogans, contain logos of competitors or overt brand sponsorship or anything else deemed to be ambush marketing.

1.4. The Promoter will not accept entries that are (a) automatically generated by computer, (b) completed by third parties or in bulk, (c) illegible, or (d) incomplete. Entries must not be made by one (1) person using multiple e-mail addresses, social media accounts or identities. Entries on behalf of another person will not be accepted and joint entries are not allowed.

1.5. Proof of posting or transmission is not proof of receipt of an entry into a Prize Promotion.

1.6. The Promoter reserves the right to disqualify from participation in a Prize Promotion any individual it has reason to believe is tampering with the operation of the Prize Promotion, or to be acting in any manner deemed by the Promoter to be in violation of the Official Rules for that Prize Promotion, relevant laws and/or regulations and/or third-party rights.

1.7. The Promoter also reserves the right to disqualify entrants where their conduct is contrary to the spirit or intention of the Prize Promotion or where in the Promoter's reasonable opinion their participation would bring the Promoter's business into disrepute for any reason, including but not limited to their character and personal history.

1.8. By entering a Prize Promotion, entrants confirm that they are eligible to do so and eligible to claim the Prize. Each entrant warrants that all information submitted by them is accurate and complete.

1.9. The Promoter may require evidence or confirmation of eligibility and/or identity from entrants (e.g. passport, driver's licence and/or utility bill) before awarding the prize. In the event that a winner cannot provide proof of eligibility and/or identity that is reasonably acceptable to the Promoter, the Promoter may withdraw the Prize and select an alternate winner in accordance with the winner selection process set out in the Specific Terms.

2. WINNER SELECTION

2.1. Winner selection will be in accordance with the process stated in the Specific Terms.

2.2. Where necessary in order to determine an outright winner in a skill-based competition, the Promoter reserves the right to require that entrants take part in an eliminating contest (or 'tie breaker').

2.3. If for any reason there are more winners than prizes, whether or not that has arisen as an unforeseen eventuality or is part of the promotion structure, the Promoter reserves the right to conduct a draw to determine the winner of the Prize where acceptable under applicable law.

3. PRIZE

3.1. Prize is subject to availability.

3.2. Prize is non-exchangeable, non-transferable and no cash alternative is offered. The Promoter reserves the right to substitute the Prize with a prize of equal or greater value if circumstances beyond the Promoter's control make it necessary to do so.

3.3. The stated Prize value (if any) is the recommended retail price in pounds sterling or other designated currency and correct at the time of publication. We take no responsibility for any fluctuations in the value of the Prize.

3.4. The Promoter is not responsible for any additional costs and/or expenses, taxes or other charges in relation to the Prize other than any specifically listed as part of the Prize.

3.5. The winner shall not, while using the Prize, display or publicise any political slogans, images containing logos of competitors and overt brand sponsorship or anything else deemed to be ambush marketing, or content which is illegal, libellous, defamatory, obscene, indecent, dangerous, cruel, vulgar, offensive, discriminatory, harassing or threatening, which infringes third party rights (including intellectual property rights) or which the Promoter otherwise reasonably considers to be harmful or which presents the Promoter or its products in a negative light.

4. CLAIMING THE PRIZES

4.1. The Promoter will make all reasonable efforts to notify the winner as outlined in the Specific Terms. If the winner cannot be contacted, the winner notification is returned as undeliverable or the winner has not claimed the Prize within fourteen (14) days of being notified of their win in accordance with the instructions provided, their prize will be forfeited and the Promoter reserves the right to select an alternate winner in accordance with the winner selection process set out in the Specific Terms. Note that winners must provide a postal address in one of the Participating Countries stated in the Specific Terms in order to claim the Prize.

4.2. The Prize may not be claimed by a third party on the entrant's behalf. The Promoter does not accept any responsibility if the entrant is not able to take up the Prize..

4.3. If subsequent to their selection the Promoter discovers the winning entrant is ineligible or otherwise potentially subject to disqualification under the Official Rules which apply to that Prize Promotion, then the Promoter reserves the right not to award the Prize to that entrant and select an alternate winner in accordance with the winner selection process set out in the Specific Terms instead. The Promoter may still enforce its right to disqualify an entrant, and require the immediate return or reimbursement to the Promoter of the Prize (at the entrant's expense), even where the Prize has been awarded and/or actually provided to the entrant in question. In such circumstances no alternative prize will be awarded to that entrant.

5. INTELLECTUAL PROPERTY

5.1. All entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.

5.2. Each entrant agrees to: (a) assign to the Promoter all of the intellectual property rights (including but not limited to present and future copyright) in their entry and

any accompanying material with full title guarantee; and (b) not assert any moral rights in and to their entry and otherwise arising in connection with their entry to which they may now or at any time in the future be entitled to under the Copyright, Designs and Patents Act 1988 as amended from time to time, and under all similar legislation from time to time in force anywhere in the world, against the Promoter, its assigns, licensees and successors in title.

5.3. Entrants agree that the Promoter may, but is not required to, use, display, publish, transmit, copy, edit, alter, store or re-format entries and make entries available on its website and any other media, whether now known or invented in the future, in connection with any publicity of the Prize Promotion to the extent permitted by applicable law.

5.4. Each entrant confirms that: (a) their entry does not infringe the intellectual property, privacy rights, publicity rights or any other legal or moral rights of any third party or violate applicable laws, regulations or website terms of use; (b) their entry does not contain references to third party trademarks or brands; (c) the Promoter may edit their entry in its sole discretion; (d) the Promoter may use their name, likeness and other personal information in conjunction with their entry; (e) there are no conflicting agreements in place that restrict the usage of their entry; (f) they have the right, power and authority to grant the rights set out in this paragraph 5 and that they have obtained any other consents and permissions necessary to do so.

5.5. Where the Prize Promotion requires the entrant to submit a photograph, sound clip, video clip or other media content ("Media") each entrant confirms that: (a) their submission is (i) an original work, (ii) has been legally created and obtained, and (iii) is submitted in good faith; (b) that they are the individual in the Media or have prior approval from the individual(s) featured in the Media that it may be submitted as part of their entry (and in the case of individual(s) under eighteen (18) also have prior approval from their parent or guardian); (c) they will produce evidence of any required consents at the Promoter's request, or risk being disqualified from entering the Prize Promotion; and (d) the Promoter is without any obligation, compensation or other liability to the entrant or any other individual featured in their entry.

6. DATA PROTECTION AND PRIVACY

6.1. The Promoter is part of a wider group of Charlotte Tilbury companies that run and operate the Charlotte Tilbury business elsewhere across the globe. This includes in the US, Canada, the Netherlands, Germany and Hong Kong. When we refer to the 'Charlotte Tilbury Group' we are referring to the wider global group of Charlotte Tilbury companies.

6.2. By entering the Prize Promotion, entrants acknowledge that the Promoter (and its Group Companies on its behalf), may process, store, distribute and/or use the information (including personal data) entrants provide in their entry and in the process of entering for the following purposes which are in the Promoter's legitimate interests under data protection laws: (i) to enable it to administer entrants' entry

including deciding whether it accords with these Terms; (ii) to notify entrants if they are the winning entrant; (iii) to share with organisations or agents assisting with the conduct of the Prize Promotion and fulfilment of the prize; (iv) to announce the winner of the Prize Promotion in any media or press and to respond to others' enquiries as to who the winner is; or (v) for any other reasonable and related Prize Promotion purposes.

6.3. For the purposes of the Prize Promotion, the Promoter will only disclose entrants' personal data to those of its group companies and third-party service providers who need it for the purposes listed in paragraph 6.1 above.

6.4. For further information about how the Promoter uses personal data and the rights available under data protection laws, please read the Promoter's privacy policy at <http://www.charlottetilbury.com/uk/help/security-privacy>.

6.5. Prize winners agree to participate in all reasonable promotional activity (such as publicity and photography) surrounding the winning of the Prize and redemption of the Prizes, free of charge, and they consent to the Promoter using their name and image in promotional material including on social media.

7. LIABILITY

7.1. The Promoter will not accept responsibility for entries that are incomplete, lost, damaged or delayed in transit (if applicable) as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure, or any other reason beyond the reasonable control of the Promoter.

7.2. The Promoter will not be liable for any circumstances beyond its reasonable control that prevent or delay the completion of a Prize Promotion, the award or delivery of any prize, or any prize being taken up or fully enjoyed by a winner in the manner and at the time specified.

7.3. The Promoter is not responsible for any damage or loss suffered by an entrant where such damage or loss was not a reasonably foreseeable consequence of a breach of the Official Rules of that Prize Promotion at the time the entry into the Prize Promotion was made.

7.4. The Promoter will not be held responsible for the failure of third parties involved in a Prize Promotion to fulfil their obligations, although the Promoter will always use reasonable endeavours to minimise the effect to the entrants of any such failure.

7.5. Nothing in these Terms shall operate to exclude the Promoter's liability: (i) for death or personal injury as a result of its negligence; (ii) for fraud; or (iii) further than is permitted by law.

7.6. By entering a Prize Promotion, each entrant indemnifies the Promoter against any and all actions, claims, damages, expenses or liabilities suffered or incurred

directly or indirectly by the Promoter in consequence of any breach or alleged breach, non-performance or non-observation by the entrant of any agreement, conditions, obligation or warranty on the part of the entrant herein. The entrant hereby waives and releases the Promoter and each of its parent, affiliated, subsidiary and/or related entities and parties from any claim, action or demand arising out of or in connection with the use of their entry into a Prize Promotion.

8. SOCIAL NETWORKING WEBSITES

8.1. Where a Prize Promotion is featured on a social networking site, including but not limited to Facebook, Instagram or Twitter, the Prize Promotion is in no way sponsored, endorsed, administered by or associated with that social networking site. Entrants are providing their information in relation to the Prize Promotion to the Promoter and not to the social networking site.

8.2. Entrants hereby release such social networking sites from any and all claims, damages, expenses or liabilities arising from or relating to their participation in a Prize Promotion. Entrants also agree to indemnify any such social networking site against any and all actions, claims, damages, expenses or liabilities suffered or incurred directly or indirectly by the social networking site in consequence of any breach or alleged breach, non-performance or non-observation by the entrant of any agreement, conditions, obligation or warranty, including any set of Official Rules.

9. WINNERS LIST

9.1. The Promoter must either publish or make available information that indicates that a valid award took place in relation to each Prize Promotion. To comply with this obligation the Promoter will send the surname and county of major prize winners and, if applicable copies of their winning entries, to anyone who emails legal@charlottetilbury.com stating the name of the relevant Prize Promotion within two (2) months after the Announcement Date stated in the Specific Terms.

9.2. If an entrant objects to any or all of their surname, county and winning entry being published or made available, they should contact the Promoter at legal@charlottetilbury.com. In such circumstances, the Promoter must still provide the information and winning entry to the UK's Advertising Standards Authority on request.

10. GENERAL

10.1. If for any reason any Prize Promotion is not capable of running as planned as a result of any technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond the Promoter's reasonable control which corrupt or affect the administration, security, fairness, integrity or proper conduct of a Prize Promotion, the Promoter reserves the right to cancel, terminate, modify or suspend the Prize Promotion and/or any draw/s or judging related to the Prize Promotion and/or to disqualify any individual who

(whether directly or indirectly) causes (or has caused) the problem. The Promoter shall have no liability to any entrants or third parties in such circumstances, but shall use reasonable endeavours to avoid consumer disappointment.

10.2. If any provision of the Official Rules (or portion thereof) that apply to a particular Prize Promotion is invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of the Official Rules will not be affected or impaired.

10.3. The Promoter's failure to assert its rights in relation to any breach of the Official Rules of a particular Prize Promotion shall not constitute a waiver of such rights, nor will any such waiver be implied.

10.4. The Promoter shall be entitled to assign the benefit of these terms either in whole or in part to any of its subsidiary or associated bodies or successors in title and/or any third party.

10.5. The decisions of the Promoter regarding any aspect of this Prize Promotion are final and binding and no correspondence will be entered into.

10.6. Where legally required to do so, the Promoter can upon request provide translations of the Official Rules for a particular Prize Promotion in the languages of the Participating Countries listed in the Specific Terms.

10.7. The Official Rules for each Prize Promotion shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.