

## **Schwarzkopf Style Studio Terms of Use**

### **1. Introduction**

- 1.1 This website is brought to you by Henkel AG & Co. KGaA, Henkelstrasse 67, 40589 Düsseldorf, Germany.
- 1.2 In these Terms of Use, we use the terms, "we", "us", "our" or "Schwarzkopf" to refer to Henkel AG & Co. KGaA and its related entities and Mentally Friendly Digital Communications Agency, the provider of the Schwarzkopf Style Studio platform.
- 1.3 Your use of this website is subject to our Privacy Policy and these Terms of Use. By accessing or using our website, you agree to the Privacy Policy and these Terms of Use, any other conditions stated by us and all applicable laws. If you do not agree to the Privacy Policy, these Terms of Use, any other conditions stated by us and all applicable laws you may not use our website.
- 1.4 We are unable to guarantee the completeness and correctness of the information on this website. To the maximum extent permitted by law, we do not assume any liability for any mistakes in the content of this website
- 1.5 We may use third party tools such as DISQUS to facilitate content on our website or to facilitate the posting of comments. When you sign up to our website we may automatically create an account on your behalf with these third party tools and you expressly consent to this by using the website.

### **2. Personal and non-commercial use**

- 2.1 Unless otherwise specified, our website is for your personal and non-commercial use only. You are not permitted to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from our website.
- 2.2 You may display and, subject to any expressly stated restrictions or limitations relating to specific material, electronically copy, download and print hard copy portions of the material from the different areas of our website solely for your own non-commercial use. Any other use of materials on our website, including but not limited to the modification, reproduction, distribution, republication, display or transmission of the content of our website, without prior written permission from us is strictly prohibited.

### **3. Posting comments**

- 3.1 We invite you to post comments in a number of areas of the website. This includes but is not limited to Style Studio and in the comments sections of blogs published on the website.
- 3.2 If you think that a comment that has been posted is offensive, unsuitable or has in some other way breached these Terms of Use, please email us at [consumer.adviceline@au.henkel.com](mailto:consumer.adviceline@au.henkel.com) with a link to the comment and your reasons for objecting to it. We'll consider whether there are grounds for editing or removing the comment and take appropriate action, but you won't necessarily be contacted to receive a notification as to our decision.
- 3.3 We retain the right and discretion (however, are not under any obligation) to edit, delete, reject or remove any comment which you post or seek to post in the comments areas.
- 3.4 You agree that you are fully responsible for the content (including comments) you submit on the website. You warrant and agree that you will not post any material in the comments areas or elsewhere on the website:
  - (a) which is not your original work in which you own the copyright, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the

copyright, registered trademark, intellectual property, privacy or publicity rights of another person;

- (b) which is (or could reasonably be expected to be) obscene, offensive, pornographic, vulgar, sexually inappropriate, profane, abusive, violent, harassing, threatening indecent or otherwise illegal or unsuitable for publication;
- (c) which is (or could reasonably be expected to be) defamatory of any person;
- (d) which racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, nationality, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability; or
- (e) which you know or suspect (or ought reasonably know or suspect) to be false, misleading or deceptive.

3.5 By posting any content on the website (such as comments), you grant us a non-exclusive, royalty-free, perpetual, worldwide, unrestricted, irrevocable licence to reproduce, use, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display and sublicense (throughout the world in perpetuity) such content in any manner and in all media (now in existence or hereinafter developed, including, without limitation, in print and electronic format) and for any purpose, including commercial and promotional purposes, and to authorise others to do so, without compensation, restriction on use, attribution or liability. You also consent to any use of such content which may otherwise infringe your moral rights pursuant to the Copyright Act 1968 (Cth).

3.6 We retain the right and discretion to terminate your access to the comments areas if we believe you are abusing the services in any way or have breached these Terms of Use.

3.7 You consent to our collecting and storing your IP address for security purposes.

3.8 You must not use the comments areas for the purpose of advertising, promoting or soliciting any goods or services, or otherwise engaging in trade or commerce.

3.9 To avoid spam and unwanted communication, you should always exercise good judgment and avoid revealing personal information on the website. We exclude all liability and are not responsible for any third party spam, harassment, stalking or other contact resulting from information disclosed by you on publicly accessible areas of the website.

#### **4. Disclaimer**

4.1 The views which are expressed in the comments areas are not our views and, to the maximum extent permitted by law, we accept no liability in respect of any material posted in the comments areas, nor are we responsible for its content or accuracy.

4.2 Any reliance you place on material posted in the comments areas is done so at your own risk.

4.3 We employ great efforts to keep our website free from viruses and defects. However, we are unable to guarantee this is the case and we cannot guarantee the performance or availability of the website at all times. For this reason, we recommend care be taken including taking adequate protection against viruses (e.g. using virus software). We will not be liable for any loss suffered as a result of any such viruses or defects.

4.4 The pages of this website may contain links (i.e. "hyperlinks") to other websites or uses services that are operated by third parties. We assume no responsibility whatsoever for the content of other websites operated by third parties. If you access a third party website from our website, you do so at your own risk, and you understand that your use of such sites may be subject to other terms, conditions and policies.

- 4.5 To the maximum extent permitted by law, we will not be liable for any loss or damage whatsoever which is suffered, (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue, business interruption, loss of data or failure to realise anticipated savings or benefits or business opportunities) as a result of:
- a. the use or reliance on any information on the website;
  - b. accessing and using the website and/or participating in any on-line activities contained therein;
  - c. any interruption, suspension or termination of the website in whole or in part for whatever reason;
  - d. any content posted by website users; or
  - e. any decision to remove or edit content on the website, including but not limited to user comments.
- 4.6 You hereby waive, release, forgive, discharge and relinquish any and all claims that you may have against us, our related bodies corporate, directors, employees, agents and representatives, in connection with, or arising out of, or incidental to, your access to or use of the website, including but not limited to downloading any materials therein or submitting, posting, uploading or accessing any user comments.
- 4.7. Nothing in these Terms of Use limits, excludes or modifies or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the ASIC Act, the Competition and Consumer Act including the statutory consumer guarantees under the Australian Consumer Law or similar laws in the States and Territories of Australia.

## **5. Intellectual Property**

- 5.1 The entire content included in our website, including but not limited to text, design, graphics, images, videos, interfaces, or code and the selection and arrangements thereof is copyrighted and is our property or is used by us under an appropriate licence.
- 5.2 All trademarks, service marks, and trade names (collectively the "Marks") are trademarks or registered trademarks of and are proprietary to us, or other respective owners that have granted us the right and licence to use such Marks.
- 5.3 Any unauthorised use or abuse of these Marks or our website content is expressly prohibited and may constitute a violation of trademark law, copyright law, other intellectual property rights or unfair competition law.

## **6. Claims on the websites**

- 6.1 Each claim or statement about the effectiveness of any product and/or each claim or statement comparing the effectiveness of our products to the effectiveness of other products made by us on the website is expressly limited to Australia, unless otherwise disclosed on the website.

## **7. Indemnities**

- 7.1 You agree to fully indemnify and hold harmless Schwarzkopf against any liabilities, claims, costs, loss (including consequential loss) or damage suffered or caused by reason of your reliance on any material posted in the comments areas.
- 7.2 You agree to fully indemnify and hold harmless Schwarzkopf against any liabilities, claims, costs, loss (including consequential loss) or damage incurred as a result of any material you post in the comments areas, or as a result of any breach by you of these Terms of Use.

7.3 Notwithstanding any indemnity provided by you under these Terms of Use, we retain the right to assume the conduct of any defence to a claim brought against us, and of any proceeding or appeal issued, and you agree to provide all reasonable cooperation (including by making available relevant documents) that we may require from you in relation to any such claim, proceeding or appeal.

## **8. Using the website outside of Australia**

8.1 We make no representation that this website is appropriate or available for use outside of Australia. If you use this website from other jurisdictions, you are responsible for compliance with the applicable laws in your jurisdiction.

## **9. Changes to these Terms of Use and website**

9.1 We may make changes to these Terms of Use from time to time and/or to change or terminate the website at any time. We will make any changes to the Terms of Use available on the Schwarzkopf Style Studio website. By continuing to use the website, you agree to be bound by the latest published version of these Terms of Use. We recommend that you re-visit this page from time to time to review the latest Terms of Use.

## **10. Governing law**

10.1 These Terms of Use shall be construed and applied in accordance with the laws of New South Wales, Australia, and you consent to the exclusive jurisdiction of the New South Wales Courts to determine any matter or dispute which arises under these Terms of Use in accordance with the laws of New South Wales, Australia.