

Davines Salon Rebate Program

PROGRAM TERMS AND CONDITIONS

This Davines Salon Rebate Program (the "**Program**") is governed by the following terms and conditions ("**Terms and Conditions**").

1. Eligibility: The Program is open to legal residents of the fifty (50) United States (including D.C.) and Puerto Rico, who are at least eighteen (18) years old at the time of participation (a "**Participant**").

The following persons are **not** eligible to participate in the Program:

- i. Persons who have already purchased services from any of the Davines salons participating in the Program ("**Davines Sustainable Beauty Partner**") on or prior to the date of participation in the Program.
- ii. Employees of Sponsor (as defined below), Administrator (as defined below), and their parent and affiliate companies; their respective immediate family (spouse, parents, siblings and children) and household members of each such employee.

Participants who meet the eligibility requirements under this Section 1, may request a one-time \$75 rebate from Sponsor (as defined below) subject to the conditions set forth under Sections 2 and 3 below (the "**Rebate**").

2. Timing: The Program begins on **July 30, 2024 at 12:00 a.m. Eastern Time ("ET")** ("**Start Date**") and ends on **April 30, 2025 at 11:59 p.m. ET ("End Date")** (the "**Program Period**"). The computer of Administrator (as defined below) is the official time-keeping device for the Program.

3. How to Receive Rebate: During the Program Period, take the following steps in order to participate and receive a Rebate:

Step 1: Make a Qualifying Sephora Gift Pack Purchase: Visit [Sephora.com](https://www.sephora.com) and purchase one (1) "OI Bestsellers Hair Set for Softness and Shine" or one (1) "NOUNOU Bestsellers Repair Set for Damaged Hair" ("**Qualifying Sephora Gift Pack Purchase**"). **The Program is exclusively for online purchases at [Sephora.com](https://www.sephora.com).** Once purchased and received, open the Qualifying Sephora Gift Pack Purchase box and locate the scratch card inside the product packaging or a separate pochette (each a "**Scratch Card**"). **Be sure to keep your Scratch Card.** Scan the provided QR Code on the Scratch Card to locate a participating Davines Sustainable Beauty Partner near your zip code.

Please note: For the avoidance of doubt, although any person can purchase the Qualifying Sephora Gift Pack Purchase box at [Sephora.com](https://www.sephora.com), only those buyers who have not yet been a client of any of the Davines Sustainable Beauty Partners are eligible to request a Rebate, as stated in Section 1 above. **Qualifying Sephora Gift Pack Purchase boxes are a limited edition and will be available for purchase on [Sephora.com](https://www.sephora.com) only until supplies last.**

Step 2: Book and Complete Qualifying Service Appointment at a Davines Sustainable Beauty Partner: If you meet the eligibility requirements under Section 1, book and complete at least \$75 in haircare, blow out, color service, and/or hair/scalp treatment service(s) (excluding tip, tax, if applicable, gratuity, product purchases or other services that are not hair services) at any Davines Sustainable Beauty Partner in a single visit ("**Qualifying Service Appointment**"). **Be sure to keep your receipt.** Take a photo of your entire receipt. The image must be clear and legible and include the date of the service, salon name, cost of service on your receipt, show which haircare, scalp treatment and/or color services were performed, including the price of the Qualifying Service Appointment. Physical receipt image must not be larger than 5MB and may only be one of the following file types: .gif, .png, .jpg, or .pdf.

Step 3: Upload Receipt and Input Unique Code Identifier on Website: Then, visit davinesrebate.com. Complete and submit the registration form by providing a valid email address and following the instructions to select your Davines Sustainable Beauty Partner from the provided dropdown. Where prompted upload the image of your Qualifying Service Appointment receipt and enter the “unique code identifier” that can be found on your Scratch Card. Each receipt and unique code identifier may only be used once. *The Davines Sustainable Beauty Partner listed on your receipt must match the salon selected on the registration form.* Once Sponsor (as defined below) has validated the receipt and unique code identifier, you will receive an email from Sponsor (as defined below) giving you the following options to select from for the Rebate payment: (i) in cash to be transferred to your Venmo account (subject to [Venmo User Agreement](#)) or (ii) in the form of a prepaid card with the value of \$75 (subject to [Cardholder Agreement](#)). **You have until the April 30, 2025 to request a Rebate.** Please note that Sponsor (as defined below) will send you the email with the Rebate redemption instructions only once and is not required to resend it to you. The Rebate will be paid no later than 60 days after receipt by Sponsor (as defined below) of your Rebate request..

Limit: Each Participant may only receive one (1) Rebate per valid receipt of a Qualifying Service Appointment and unique code identifier regardless of the total amount paid for the Qualifying Service Appointment, provided he/she meets all other requirements of the Program hereunder (e.g., Rebate is limited to \$75 even if the receipt states that the Participant paid \$150 for the services). The approximate retail value (“ARV”) of the Rebate is \$75. Multiple Participants are not permitted to share the same email address. Sponsor (as defined below) may refuse to issue a Rebate to a Participant, without any liability to such Participant or any third party, if Sponsor (as defined below) has reason to believe that the Participant has engaged in fraudulent or misleading activity (e.g., returning the Qualifying Sephora Gift Pack Purchase after making the request for a Rebate, creating fake receipts, using multiple identities, multiple email addresses, or providing false information) in order to request a Rebate, make subsequent requests for a Rebate (after having received one) or otherwise circumvent the requirements of the Program.

4. Sponsor: Davines North America, Inc., 61 N 11th Street – FL 2 Brooklyn, NY 11249 shall be the sponsor and payor of the Rebate under this Program (the “**Sponsor**”). **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. The Administrator and Sponsor may use a fulfillment partner to perform certain tasks under this Program.

5. Release: You hereby release, hold harmless, and forever discharge Sponsor, Sephora USA, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, fulfillment partners, and offer suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “**Released Parties**”) from and against any claim, cause of action, suits, losses, and liabilities, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, or in equity, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of or in connection with your participation in the Program.

6. Publicity: By uploading the receipt and providing information on the Rebate form, you hereby represent and warrant that you (i) meet the eligibility requirements under Section 1, (ii) own or have the rights in and to the information, images, video or media (the “**Participant Information**”) that you have provided to Sponsor, Administrator and their respective agents. You hereby grant Sponsor the non-exclusive, worldwide, royalty-free, transferrable, licensable license to use the Participant Information for Sponsor’s or its affiliates’ promotional and marketing activities.

7. General Conditions: In no event shall a Participant transfer, distribute, or publish the unique identifier on the Scratch Card on any third-party website, blog, forum, or social media platform. Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any

fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or otherwise acting in a disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

8. LIMITATIONS OF LIABILITY: TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE RELEASED PARTIES ARE NOT RESPONSIBLE TO YOU FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROGRAM; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE REGISTRATION PROCESS OR THE PROGRAM; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE OFFER OR THE PROCESSING OF REGISTRATIONS; (5) LATE, LOST, UNDELIVERABLE, DAMAGED OR STOLEN MAIL; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTICIPATION IN THE PROGRAM OR RECEIPT OR USE OR MISUSE OF ANY OFFER. IN NO EVENT SHALL SPONSOR OR ITS AFFILIATES BE LIABLE TO ANY PARTICIPANT OR THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SPONSOR OR A SPONSOR'S AFFILIATE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SPONSOR'S AND ITS AFFILIATES' LIABILITY FROM ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE PARTICIPANT FOR THE QUALIFYING SEPHORA GIFT PACK.

9. Disputes: To the extent permitted by applicable law, Participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Program or any Rebate awarded shall be instituted, without resort to any form of class action, exclusively in the federal courts or the courts of the State of New York, in each case located in the City of New York, Borough of Manhattan, and the Participant irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. All matters arising out of or relating to the Program are governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

10. Participant's Personal Information: By providing the information on the Rebate form, the Participant hereby acknowledges and agrees to Sponsor's privacy policy accessible at <https://us.davines.com/pages/privacy-policy>.

