

## **Conditions of participation and privacy policy**

### **Disclaimer**

This competition is in no way connected to Instagram, Facebook and/or TikTok and is in no way supported, accompanied or controlled by Instagram, Facebook and/or TikTok. The recipient of the information you provide is not Instagram, Facebook and/or TikTok, but Henkel AG & Co. KGaA, Henkelstraße 67, 40589 Düsseldorf, Germany (hereinafter referred to as "Henkel"). Any questions, comments or complaints should not be directed to Instagram, Facebook and/or TikTok, but to Henkel.

However, if the participant accesses and uses the competition on Instagram, Facebook and/or TikTok, personal data may be collected directly from the participant by Instagram, Facebook and/or TikTok (e.g. IP address and cookie ID) and used for Instagram's, Facebook's and/or TikTok's own purposes. This may also take place in the USA. You enjoy only limited to no data protection rights there and authorities can also gain access to this data. Henkel is not responsible for the collection and use of personal data by Instagram, Facebook and/or TikTok, which may also include the setting of cookies

Further information about the exact data processing operations, storage periods and processing purposes can be obtained directly from Instagram, Facebook and/or TikTok, whose privacy policies are available here [Data policy | Instagram Help Centre](#) or here [Meta-Datenschutzrichtlinie – So erfasst und verwendet Meta Nutzerdaten | Privacy Center | Verwalte deine Privatsphäre auf Facebook, auf Instagram und im Messenger | Facebook Privacy](#) or here [Privacy Policy | TikTok](#).

## **I. Conditions of participation**

By participating in the competition, the participant accepts these conditions of participation.

### **1. Procedure of the competition, prize**

The competition is organised by Henkel AG & Co. KGaA, Henkelstrasse 67, 40589 Düsseldorf (hereinafter referred to as "Henkel").

The competition will take place from 01/02/2025 to 30/04/2025. The closing date for entries is 30/04/2025 at 23:59. Late entries will not be considered.

The competition has two categories:

1. Best look: picture submission
2. Best look creation: video submission

Participation in the competition is based on the following dynamics:

- To enter the competition, participants must upload their picture or video of an INDOLA coloured hair look made by himself/herself and created by using one of INDOLA 3 new CREA-BOLD colours (Neon Tangerine, Deep Purple, Noir).
- The participant tags @indola uses the hashtags #beCREABOLD and #indola, and optionally, the new colour used #neontangerine or #deppurple or #noir.
- The video submission must show CREA-BOLD products in the video.

- Participation channels are the campaign website, Instagram, and TikTok with the hashtags #beCREABOLD and/or #indola, and optionally, the new colour used #neontangerine or #deppurple or #noir.
- In order for the jury to see the picture/videos on the participants' TikTok or Instagram account, the privacy settings of the TikTok or Instagram account must be set to "public".

The following two prizes can be won:

1. Winner of video submission: Participation and contribution of look creation at an INDOLA shooting in 2025 or 2026 as well as full INDOLA CREA-BOLD assortments and merchandise package.
2. Winner of picture submission: 1.000 Euro of media package as well as full INDOLA CREA-BOLD assortments, selected INDOLA CARE & STYLE products, and merchandise package.

The two winners will be selected by an internal jury board, consisting of the international Digital Marketing, Brand and Education departments. This will take place until 31.05.2025. The winners will be informed via Instagram or TikTok message.

## **2. Eligibility to participate**

All natural persons who have reached the age of 18 have a residence in Europe, South Africa, and Australia, and have agreed to these conditions of participation are eligible to participate.

The full list of countries include Albania, Andorra, Austria, Australia, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, North Macedonia, Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, and Vatican City.

In order to participate in the competition, it is essential that all personal details are truthful. Each participant may only participate in their own name. Employees of the supervising agency as well as of Henkel and its affiliated companies and their relatives are excluded.

## **3. Copyrights and rights of use to the picture/video**

By participating and submitting the picture/video, the participant confirms that he/she has created the hair look shown him/herself and without outside help, is the author of the picture/video, holds all rights to the uploaded picture/video, and that the picture/video is free of third-party rights and does not infringe any third-party rights. The participant is liable for ensuring that the picture/video submitted by him/her does not violate applicable laws or infringe the rights of third parties. The participant shall indemnify and hold Henkel harmless against any third-party claims. If persons are recognisable in the picture/video, the participant must obtain their consent to the submission and subsequent publication prior to submission in accordance with personal and data protection law.

The participant shall grant Henkel and the companies affiliated with Henkel the simple rights of use to the picture/video free of charge, unlimited in terms of space, time and content. This includes the use of the picture/video in media campaigns (national and international) as well as other advertising and utilization measures (e.g. publication on the Internet and in social networks). Participants have no claim to publication.

#### **4. Exclusion of certain persons**

If a participant violates these conditions of participation, Henkel reserves the right to exclude this participant from the competition.

A participant who uses unauthorized aids or otherwise obtains advantages through manipulation will also be excluded. In such cases, Henkel may also subsequently withdraw and reclaim prizes.

#### **5. Premature termination of the competition**

Henkel reserves the right to cancel or terminate the competition at any time without prior notice. Henkel will make use of this option in particular if, for technical reasons (e.g. viruses in computer systems, manipulation or errors in the hardware/software) or for legal reasons, the proper organization of the competition cannot be guaranteed.

If such a termination was caused by the behavior of a participant, Henkel may demand compensation from this person for the damage incurred.

#### **6. Prize and winner**

The two winners will be contacted by Henkel via Instagram and/or TikTok. If a winner does not respond within fourteen (14) days of the prize notification being sent, the claim to the prize will be forfeited and a new winner will be determined.

If the prize is not redeemed, it will be forfeited.

Only one prize can be redeemed per participant. The prize cannot be paid out in cash as an alternative. Prize claims are not transferable to other persons. Henkel reserves the right to replace the prize with another prize of equal value if the prize originally offered is not available.

#### **7. Liability**

Henkel accepts no responsibility for entries that are lost due to technical failure. Proof of entry is not automatically proof of receipt.

Henkel is released from all obligations upon delivery of the prize.

Henkel shall not be liable for material defects or defects of title in the prizes provided by a co-operation partner and/or for the insolvency of the co-operation partner and the resulting consequences for the implementation of the competition and the handling of the prize. Any claims must be addressed directly to the co-operation partner.

Henkel shall only be liable for legal and material defects in the event of wilful intent or gross negligence.

Henkel shall not be liable for damages that may arise due to errors, delays or interruptions in transmission, malfunctions of technical equipment and service, incorrect content, loss or deletion of data, viruses or in any other way during participation in competitions.

The limitations of liability do not apply if the damage is caused by Henkel (its organs, employees or vicarious agents) intentionally or through gross negligence or if it concerns a material contractual obligation.

There is no liability for persons excluded in accordance with clause 4.

#### **7. Miscellaneous**

Legal recourse is excluded.

These conditions of participation and the entire legal relationship between the participants and Henkel are subject exclusively to the law of the Federal Republic of Germany.

Should individual provisions of the conditions of participation be or become invalid, the validity of the remaining conditions of participation shall remain unaffected.

The conditions of participation may be amended by Henkel at any time without separate notification.

## **II. Privacy policy for participation in the competition**

In order to participate in the competition, it is necessary for the participant to provide the following personal data about him/herself: First and last name, Instagram and/or TikTok name.

There is no entitlement to participation.

Henkel or a service provider commissioned by Henkel will collect and use the data provided by the participant to the extent necessary for the purpose of organising the competition. If this is necessary for the delivery of the prize or for the organisation of the competition, Henkel will also transfer personal data to third parties.

The processing and use of your data is based (1) on legal provisions that justify processing on the grounds that processing is necessary for the organisation of the competition (Art. 6 para. 1 lit. b) GDPR) and (2) on Henkel's legitimate interest in detecting and prosecuting abuse in the context of the competition (Art. 6 para. 1 lit. f) GDPR). We only store the data for as long as we need it to fulfil the above-mentioned purposes or for as long as is necessary to fulfil statutory retention obligations.

You can exercise your right to information at any time. You also have the following additional rights if the relevant requirements are met:

- Right to rectification
- Right to cancellation
- Right to restriction of processing
- Right to lodge a complaint with the competent data protection supervisory authority
- Right to data transfer (as of 25 May 2018)

### **Right to object**

**If your personal data is processed on the basis of a legitimate interest of Henkel, you have the right to object to the processing of your personal data at any time on grounds relating to your particular situation. Henkel will cease processing unless Henkel can demonstrate mandatory legitimate grounds for the processing which prevail over your interests, rights and freedoms or if the processing serves the establishment, exercise or defence of legal claims.**

To exercise your rights or if you have any other questions regarding your personal data, please send an e-mail or letter to our Data Protection Officer, Mr Frank Liebich, Henkel AG & Co. KGaA, Henkelstraße 67, 40191 Düsseldorf (e-mail: [datenschutz@henkel.com](mailto:datenschutz@henkel.com)) Keyword: "INDOLA #beCREABOLD 2025".

Henkel and any service providers commissioned by Henkel will comply with the provisions of data protection and media law.

