

THE PERFUME CLUB - TERMS OF USE

The website, www.theperfumeclub.com ("website") is operated by Givaudan Fragrances Corporation ("Givaudan", "we," "our", or "us") in collaboration with its technical partner, Vision Critical. Via our website, Givaudan offers a select group of people ("members", "you," or "your") the opportunity to participate in surveys relating to our products and to openly express positive and negative criticism in forums that we provide. We aim to satisfy members' needs and ensure that our services are always geared to those needs. Your active membership is very valuable to us in helping us to fulfil this objective.

1. Membership of/participation in ThePerfumeClub

- a. Participation in ThePerfumeClub is free of charge.
- b. Participation in ThePerfumeClub is open to persons who are at least 18 years of age.
- c. Your participation in ThePerfumeClub is not transferrable.
- d. Only one login per person is permitted for participation in ThePerfumeClub
- e. Givaudan reserves the right to temporarily restrict your access to ThePerfumeClub for maintenance and updating.

2. Registration

By filling out an electronic sign-up form, you are applying to join ThePerfumeClub. You agree to provide truthful and complete information. Please state your first name, last name, e-mail address and date of birth. Because ThePerfumeClub has a limited number of members, Givaudan will decide, in its sole discretion, who is invited into ThePerfumeClub.

3. Acceptance of Terms of Use / Changes and Modifications

- a. By using the website, you agree to be legally bound by these Terms of Use and you agree to the processing and use of your personal data in accordance with our Privacy Policy [*Link to URL of Privacy Policy*]. If you do not agree with these Terms of Use or our Privacy Policy, you should not use the website. **Please save and/or print a copy of these Terms of Use and Our Privacy Policy [*Link to URL of Privacy Policy*] for your future reference.**
- b. We may amend these Terms of Use from time to time. If we do, we will publish the changes on the Website. It is your responsibility to check the website periodically for changes to these Terms of Use. The date at the top of this webpage indicates when these Terms of Use were last updated. Amendments to these Terms of Use will take effect 5 days after the date on which we publish the amendments on the website, and from then on will govern the relationship between you and us in respect of your use of the website. If you do not agree with the amended Terms of Use, you must not continue to use the website after the date on which the amendments take effect.

4. Rights of Use

- a. By posting content (comments), you grant Givaudan and its affiliates (collectively, the "Givaudan Group") the perpetual and worldwide right to use this content.
- b. While upholding the moral rights of the creator and your personal rights, the Givaudan Group is entitled in particular to reproduce and distribute your comments, make your comments publicly accessible and accessible on demand (online, access and broadcast rights), and archive and store your comments in databases.
- c. The data/content that you provide to ThePerfumeClub may be shared in anonymized form on all Givaudan Group websites and/or mobile applications, with any exceptions expressly noted in these Terms of Use, the Privacy Policy or the Drawing Terms and Conditions.
- d. The intellectual property rights in the website and copyright in all material stored, displayed and accessible on the website, including all Givaudan and Givaudan Group trademarks and service marks, are either owned by us or duly licensed to us by third parties. All such rights are reserved.

5. Suitability of Content and Rules of Conduct

- a. You represent and warrant that you have all rights to the content you submit, in particular that you are entitled to transfer the aforementioned rights to Givaudan.
- b. Givaudan is under no obligation to publish content that you submit. Givaudan will decide what to publish at the discretion of the editors.
- c. You agree not to:
 - i. use or access the website for any fraudulent or unlawful purpose;
 - ii. use or access the website to impersonate any person or entity;
 - iii. interfere with or disrupt the operation of the website or access to it;
 - iv. transmit or otherwise make available in connection with the website or access to it any virus, worm, Trojan horse, time bomb, spyware, or other harmful computer code, file, or program;
 - v. restrict or inhibit the ability of any other person to access or use the website;
 - vi. modify, adapt or translate any portion of the website;
 - vii. remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the website; and
 - viii. frame, link or deep-link the website to any other website without our prior written consent.
- d. From time to time, the website may include links to third party websites. These links are provided for your convenience only and do not signify that we endorse such third party websites. We do not review such third party websites and you acknowledge and agree that: (a) we are not responsible for such websites, including the terms on which such websites are made available and the privacy policies of such websites, and do not control their content or availability; (b) we make no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites; and (c) if you access any such websites, you do so entirely at its own risk.

6. Consequences of Violating these Terms of Use

- a. You agree to use ThePerfumeClub website only for lawful purposes. This means that you may only use ThePerfumeClub in ways or for purposes which do not violate these Terms of Use, applicable laws in United States, or the rights of third parties.
- b. Givaudan may take necessary action in the event of your violation of these Terms of Use or applicable laws. Depending on the severity of the violation, Givaudan reserves the right to delete content submitted by you and/or issue a warning to the user concerned. Serious or repeated violations may result in your access to ThePerfumeClub being completely blocked and/or the termination of your membership in ThePerfumeClub.

7. Release from Liability

The views and opinions expressed by ThePerfumeClub members do not necessarily reflect those of Givaudan. Statements published by members inside the site's Lounge area and all other areas represent such members' personal opinions.

8. Cancellation/Termination of ThePerfumeClub membership

- a. You can terminate your membership in ThePerfumeClub at any time without giving notice. To do so, go to the "Unsubscribe" menu item.
- b. Givaudan is entitled to terminate your membership in ThePerfumeClub at any time without stating reasons. Once Givaudan has terminated your membership, you may only re-join ThePerfumeClub with the express permission of Givaudan. Further, Givaudan may completely shut down the ThePerfumeClub website or service without notice or warning.

9. Privacy Policy / Drawing Terms and Conditions

A separate Privacy Policy exists and can be found on the website for ThePerfumeClub. Your acceptance of the Privacy Policy is a condition for your use of ThePerfumeClub. In addition, ThePerfumeClub periodically runs prize drawings for its members who wish to participate. The complete rules for the drawings are found in the separate document titled Drawing Terms and Conditions, found on this website. Your participation in a drawing is subject to Drawing Terms and Conditions, the Privacy Policy and these Terms of Use.

10. Disclaimer

Except as otherwise expressly provided in these Terms of Use, the website is made available to you on an "as is" basis. We disclaim and do not accept any liability to you in respect of the website, your use of it or otherwise. It is your responsibility to ensure that the website is suitable for your intended purposes. We accept no liability as to the suitability or fitness of the website in meeting your needs and we exclude to the fullest extent permissible by law all express or implied warranties, representations, conditions or terms. We give no warranty: (a) that access to the website will be uninterrupted or error-free; (b) that the website and/or the computer server from which the website are made available, are free of viruses or other harmful components; or (c) as to the accuracy, content, timeliness, completeness, reliability, quality or suitability of any content contained in or delivered via the website or otherwise made available in connection with the website.

You further acknowledge and agree that the operation of the website is dependent upon the proper and effective functioning of the internet and other third party equipment and services, and that we do not guarantee and will not be liable for these in any way.

Without limiting the foregoing, we will not be liable to you for any special, indirect or consequential losses or damages, or any loss of data, profits, revenues, business, or goodwill.

11. Governing Law

These Terms of Use and any dispute or claim arising out of or in connection with these Terms of Use or their subject matter (including non-contractual disputes or claims) are subject to laws of the State of New York and to the exclusive jurisdiction of the courts located in the Manhattan Borough of New York, New York, U.S.A.