

# ELC Hackathon Website Terms & Conditions

Welcome to elchackathon.com.

Effective Date: September 22, 2021

The Estée Lauder Companies Inc. ("ELC") ("we", "us", or "our") provides the content and services on the website, www.elchackathon.com. ("Site"), to you subject to the following terms and conditions, our Privacy Policy and other terms and conditions and policies which you may find throughout our Site in connection with certain functionality, features or promotions as well as customer service, all of which are deemed a part of and included within these terms and conditions (collectively, "Terms and Conditions").

THE SECTION BELOW TITLED "DISPUTES" CONTAINS A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

You must be 18 years old in order to register on our Site. If you are under 18 years old then you may not register on our Site. If you are under 13 years old, you may browse our Site. However, you may not provide personal information to us, nor register on the Site. This Site is not directed to children under 13 years old.

By accessing or using the Site, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms and Conditions. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, YOU MAY NOT USE OUR SITE.

## 1. Privacy

Please review our [Privacy Policy](#) so that you may understand our privacy practices.

**Commented [FC1]:** Hyperlink to final Privacy Policy

## 2. Accuracy of Information

This Site may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions, and to change or update information at any time without prior notice. We apologize for any inconvenience.

## 3. Intellectual Property

All information and content available on the Site and its look and feel, including but not limited to trademarks, logos, service marks, features, functions, text, graphics, logos, button icons, images, audio clips, data compilations and software, and the compilation and organization thereof (collectively, the "Content") is our property or the property of our parents, subsidiaries, our affiliates, partners or licensors, and is protected by United States and international laws, including laws governing copyrights and trademarks.

Except as set forth in Section 4 below, or as required under applicable law, neither the Content nor any portion of the Site may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent.

## 4. Limited Licenses; Use Restrictions

We grant you a limited, revocable, non-transferable, and non-exclusive license to access and make personal use of the Site. You understand and agree that you will not do or attempt to do or cause any third party to do or attempt to do any of the following in connection with your use of the Site:

- frame or utilize framing techniques to enclose the Site or any portion thereof;
- use any meta tags, "hidden text", robots, spiders, crawlers, or other tools, whether manual or automated, to collect, scrape, index, mine, republish, redistribute, transmit, sell, license or download the Site, Content (except caching or as necessary to view the Site), or the personal information of others without our prior written permission or authorization;
- make any use of the Site or any Content other than for personal use;
- modify, reverse engineer or create any derivative works based upon the Site or any Content;

- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- "stalk" or otherwise harass including advocating harassment of another, entrap or harm any third party including harming minors in any way;
- intentionally violate any applicable local, state, national or international law;
- transmit, upload, post, e-mail, share, distribute, reproduce, or otherwise make available any software viruses, malware, program, code, file, or other material intended to interrupt, disrupt, alter, destroy, or limit any part of the Site; and/or
- engage or make any unsolicited or unauthorized advertising, solicitation or promotional material, including chain letters, mass mailings, or any form of "spam."

We also grant you a limited, revocable, non-transferable, and non-exclusive license to create a hyperlink to the home page of the Site for personal, non-commercial use only. A website that links to the Site (i) may link to, but not replicate, any and/or all of our Content; (ii) may not imply that we are endorsing such website or its services or products; (iii) may not misrepresent its relationship with us; (iv) may not contain content that could be construed as distasteful, obscene, offensive controversial or illegal or inappropriate for any ages (as determined in our sole discretion); (v) may not portray us or our products or services in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions; and/or (vi) may not link to any page of the Site other than the home page. We may, in our sole discretion, request that you remove any link to the Site, and upon receipt of such request, you shall immediately remove such link and cease any linking unless separately and expressly authorized in writing by us to resume linking.

Any unauthorized use by you of the Site or any and/or all of our Content automatically terminates the limited licenses set forth in this Section 6 without prejudice to any other remedy provided by applicable law or these Terms and Conditions.

#### 5. Your Obligations and Responsibilities

By accessing or using the Site or any Content, you agree that you will comply with these Terms and Conditions and any warnings or instructions on the Site. You agree that when accessing or using the Site or any Content, you will act in accordance with the law, custom and in good faith. You may not make any change or alteration to the Site or any Content or services that may appear on this Site and may not impair in any way the integrity or operation of the Site. Without limiting the generality of any other provision of these Terms and Conditions, if you default negligently or willfully in any of the obligations set forth in these Terms and Conditions, you shall be liable for all the losses and damages that this may cause to us, our parents, subsidiaries, affiliates, partners or licensors.

#### 6. Third Party Links

We are not responsible for the content of any third party sites even if they are linked to or from the Site. Links appearing on the Site are for convenience only and are not an endorsement by us, our parents, subsidiaries, affiliates or partners of the referenced content, product, service, or supplier. Your use and access of these third party websites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of the third party websites or any other websites linked to or from the Site, nor do we assume any responsibility or liability for the actions, content, products, or services of such websites, including without limitation, their privacy policies and terms and conditions. You should carefully review the privacy policies and terms and conditions of the third party websites you visit.

#### 7. Special Features, Functionality and Events

The Site may offer certain special features and functionality or events (such as contests, sweepstakes or other offerings) which may (a) be subject to terms of use, rules and/or policies in addition to or in lieu of these Terms and Conditions; and (b) be offered by us or by third parties. If so, we will notify you of this and if you choose to take advantage of these offerings, you agree that your use of those offerings will be subject to such additional or separate terms of use, rules and/or policies.

#### 8. User Content

When you transmit, upload, post, e-mail, share, distribute, reproduce or otherwise make available suggestions, ideas, inquiries, feedback, data, text, software, music, sound, photographs, graphics, images, videos, messages or other materials ("User Content") on the Site in any manner, you are entirely responsible for such User Content. You hereby grant to us a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit, and otherwise exploit such User Content throughout the world, in all media now known or hereafter developed, for any purpose whatsoever, including without limitation, developing, manufacturing, distributing and marketing products.

You represent and warrant that you own or otherwise control the rights to your User Content. You agree not to engage in or assist or encourage others to engage in transmitting, uploading, posting, e-mailing, sharing, distributing, reproducing, or otherwise making available User Content that (a) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) you do not have a right to make available under any law or under contractual or fiduciary relationships; (c) is known by you to be false, fraudulent, inaccurate or misleading; (d) you were compensated for or granted any consideration by any third party; or (e) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.

We are in no way responsible for examining or evaluating User Content, nor do we assume any responsibility or liability for the User Content. We do not endorse or control the User Content transmitted or posted on the Site and therefore, we do not guarantee the accuracy, integrity or quality of User Content. You understand that by using the Site, you may be exposed to User Content that is offensive, indecent or objectionable to you. Under no circumstances will we be liable in any way for any User Content, including without limitation, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred by you as a result of the use of any User Content transmitted, uploaded, posted, e-mailed or otherwise made available via the Site. You hereby waive all rights to any claims against us for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with User Content.

You acknowledge that we have the right (but not the obligation) in our sole discretion to refuse to post or remove any User Content and we reserve the right to change, condense, or delete any User Content. Without limiting the generality of the foregoing or any other provision of these Terms and Conditions, we have the right to remove any User Content that violates these Terms and Conditions or is otherwise objectionable and we reserve the right to refuse service and/or terminate accounts without prior notice for any users who violate these Terms and Conditions or infringe the rights of others.

#### 9. Copyright Infringement Notices

We respect the intellectual property of others and require that users of the Site do the same. We also maintain a policy that provides for the termination in appropriate circumstances of the Site's use privileges of users who are repeat infringers of intellectual property rights. Consistent with the Digital Millennium Copyright Act, if you believe that copyrighted materials have been copied in a way that constitutes copyright infringement, please send an e-mail or written notice to our Designated Agent for notices of infringement and provide the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that you claim is infringed;
- Identification of the copyrighted work(s) that you claim has been infringed;
- A description of the material that you claim is infringing and the location of that material on the Site;
- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our designated agent for notifications of claimed infringement at:

Copyright Agent c/o Legal Department  
The Estée Lauder Companies Inc.  
767 Fifth Avenue  
New York, NY 10153  
Phone: 212-277-2322  
Fax: 212-277-2355  
Email: [copyright@estee.com](mailto:copyright@estee.com)

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#### 10. Disclaimer of Warranties; Limitation of Liability

THE SITE AND ITS CONTENT AND SERVICES ARE PRESENTED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE SITE TERMS AND CONDITIONS OR THE SITE OR ITS CONTENTS OR SERVICES.

YOU AGREE THAT WE WILL NOT BE RESPONSIBLE OR LIABLE IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE; (c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE SITE; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES (f) ANY INACCURACIES OR OMISSIONS IN CONTENT OR (g) EVENTS BEYOND OUR REASONABLE CONTROL.

FURTHER, WE WILL NOT BE LIABLE IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE OR YOUR USE THEREOF, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY FOR SUCH CLAIMS EXCEED ONE HUNDRED DOLLARS (\$100.00).

YOU AGREE THAT NO CLAIMS OR ACTION IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) ARISING OUT OF, OR RELATED TO, THE USE OF THE SITE OR THESE TERMS AND CONDITIONS MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION RELATING TO SUCH CLAIM OR ACTION AROSE. IF YOU ARE DISSATISFIED WITH THE SITE, TERMINATION OF YOUR USE OF THE SITE IS YOUR SOLE REMEDY. WE HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

#### 11. Indemnification

You agree to defend, indemnify and hold us, our parents, subsidiaries, affiliates, partners, licensors, officers, directors, employees, and agents (the "Indemnified Parties") harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising from (i) your use of the Sites or the Site Content in violation of any law, rule, regulation or these Terms and Conditions, or (ii) any part of your User Content. You also agree to indemnify the Indemnified Parties for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

#### 12. Disputes

With respect to any dispute, claim, or controversy regarding the Site, all rights and obligations and all actions contemplated by these Terms and Conditions shall be governed by the laws of New York, as if the Terms

and Conditions were a contract wholly entered into and wholly performed within New York. ANY DISPUTE RELATING IN ANY WAY TO YOUR VISIT TO THE SITE, THESE SITE TERMS AND CONDITIONS, OR THE RELATIONSHIP BETWEEN THE PARTIES (OTHER THAN CLAIMS RELATED TO THE INTELLECTUAL PROPERTY RIGHTS OF CLINIQUE ONLINE OR OUR AFFILIATES, PARTNERS OR LICENSORS OR CLAIMS IN EQUITY) SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN NEW YORK AND YOU AGREE TO SUBMIT YOURSELF TO THE JURISDICTION AND PROCEEDINGS THEREOF. ARBITRATION MEANS THAT AN ARBITRATOR(S) WILL DECIDE THE CLAIM, AND YOU WILL NOT HAVE THE RIGHT TO SUE IN COURT OR TO HAVE A JUDGE OR JURY DECIDE YOUR CLAIM. YOUR RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY ALSO BE LIMITED IN ARBITRATION. It is further agreed that any dispute over the scope of this arbitration provision and any dispute as to whether a claim is arbitral shall be submitted to the arbitrator for decision. Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate our intellectual property rights or the intellectual property rights of our affiliates, partners or licensors or otherwise have a cause of action in equity, we may seek injunctive or other appropriate relief in any court of competent jurisdiction and you consent to jurisdiction and venue in any such court for such purposes. Arbitration under this agreement shall be conducted under the Consumer-Related Disputes Supplementary Rules then prevailing with the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually, and (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

#### 13. Consent to Receive Notices Electronically by Posting on the Site and Via Email

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which these Terms and Conditions refer from us electronically including without limitation by e-mail or by posting notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by emailing us at ELCHackathon@estee.com. and discontinue your use of this Site. In such event, all rights granted to you pursuant to these Terms and Conditions, including but not limited to Section 4 hereof, shall automatically terminate. Unfortunately, we cannot provide the benefits of this Site to any user that cannot consent to receipt of Notices electronically.

#### 14. General

You acknowledge and agree that these Terms and Conditions constitute the complete and exclusive agreement between us concerning your use of the Site, and supersede and govern all prior proposals, agreements, or other communications.

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Site and providing notice of such change. Any changes are effective immediately upon posting to the Site. The Effective Date of the current version of the Terms and Conditions is at the top of this page. Your continued use of the Site thereafter constitutes your agreement to all such changed Terms and Conditions. We may, with or without prior notice, terminate any of the rights granted by these Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Site.

Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render

these Terms and Conditions unenforceable or invalid as a whole but these Terms and Conditions shall be modified, to the extent possible, by the adjudicating entity to most fully reflect the original intent of the parties as reflected in the original provision. The headings in the Terms and Conditions are for convenience only and shall not be used in its interpretation.

If you have any questions regarding these Terms and Conditions, please email us at [ELCHackathon@estee.com](mailto:ELCHackathon@estee.com).

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