

TERMS AND CONDITIONS OF CLEAN BEAUTY SUMMER SCHOOL

ELIGIBILITY REQUIREMENTS

- Do not send us or tell us any proprietary information. If you do, your application will be subject to disqualification.
- You must be a majority Black-owned business.
- Beauty Business (specifically CPG or other hard good, any category)
- Clean and/or sustainable or working towards it
- Have a product prototype or launched with limited distribution
- Available to attend class session and Pitch Day
- The business must be US based.
- You are at least 18 years old as of the date of submission.
- You identify as Black or African American.
- You are the owner of the business.
- No more than 3 full-time employees.
- Employees of Tower 28 Beauty and CBSS mentors' brands along with their immediate family are not eligible for the Initiative.

LIMITATIONS OF LIABILITY

Tower 28 Beauty, other participating brands, mentors, judges and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Initiative; inability to access Tower 28 Beauty's website or application form; theft, tampering, destruction, or unauthorized access to, or alteration of entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any web site; printing or human or other errors; and any Applications which are late, lost, incomplete, misdirected, stolen, or any combination thereof. Online submission is not considered proof of delivery or receipt. Tower 28 Beauty reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Award at any time and without notice.

By entering, you agree to release, discharge, indemnify, defend, and hold harmless Tower 28 Beauty and its partners and their respective employees, officers, directors, shareholders, insurers and agents from and against all claims and damages or liability arising in connection with your participation and/or entry in the Initiative and/or your receipt, or due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance or participation in the Initiative or any Initiative-related activity or your breach of these Terms and Conditions. Tower 28 Beauty is not responsible for any incorrect or inaccurate information, whether caused by technical or human error or otherwise which may occur in the processing of applications for the running of this Initiative. Tower 28 Beauty and partners will not be responsible for typographical, printing or other errors in these Terms and Conditions or in other materials relating to the Initiative.

GENERAL TERMS AND CONDITIONS

Any advice obtained in connection with the Initiative including during any advisory support or networking opportunities or otherwise from Tower 28 Beauty and partners, is for informational purposes only and not for the purpose of providing specific business, accounting, or legal advice. Opinions expressed by mentors or others are the opinions of the individuals.

By participating in the Initiative, you accept and agree to be bound by these Terms and Conditions, including all eligibility requirements. In the event that the Initiative is challenged by any legal or regulatory authority, Tower 28 Beauty reserves the right to discontinue or modify the Initiative, or to disqualify applicants residing in the affected geographic areas. In such event, Tower 28 Beauty shall have no liability to any applicants who are disqualified due to such an action. Failure by Tower 28 Beauty to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. Tower 28 Beauty reserves the right to disqualify any applicant that in its sole judgment violates the letter or the spirit of the Initiative or could reflect negatively on Tower 28 Beauty's image and/or reputation.

You represent and warrant that your Application material (i) does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (ii) does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iii) does not and will not violate any applicable laws, and is not and will not be defamatory or libelous.

All decisions regarding the Initiative's Terms and Conditions, procedures, and processes are at the sole discretion of Tower 28 Beauty. By submitting an Application, you agree not to seek any financial damages from Tower 28 Beauty

for any claim, dispute or cause of action in connection with or arising out of the Initiative, including the Award. If the Initiative is not capable of running as planned for any reason, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, cancellation of games, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Initiative, Tower 28 Beauty reserves the right, in its sole and absolute discretion, to cancel, terminate, modify or suspend the Initiative. Tower 28 Beauty may disqualify any individual who tampers with the entry process, and, if terminated, to determine an alternative Recipient, if any, from among all eligible, non-suspect Applications submitted up to the point of termination.

All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions or the rights and obligations of applicants or Tower 28 Beauty in connection with the Initiative shall be governed by and construed in accordance with the internal laws of the state of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws

Advertising and Analytics Services Provided by Others

We may allow others to provide analytics services and serve advertisements on our behalf across the internet and in mobile applications. They may use cookies, web beacons, and other technologies to collect information about your use of the Services and other websites and applications, including your IP address, device ID, web browser, mobile network information, pages viewed, time spent on pages or in apps, links clicked, and conversion information. This information may be used by Tower 28 Beauty and others to, among other things, analyze and track data, determine the popularity of content, deliver advertising and content targeted to your interests on our Services and other websites, and better understand your online activity. For more information about interest-based ads, or to opt out of having your web browsing information used for interest-based advertising purposes, please visit www.aboutads.info/choices.

We may also work with third parties to serve ads to you as part of a customized campaign on third-party platforms (such as Facebook or Google). As part of these ad campaigns, we or third-party platforms may convert information about you, such as your email address, into a unique value that can be matched with a user account on these platforms to allow us to learn about your interests and to serve you advertising that is customized to your interests. Note that the third-party platforms may offer you choices about whether you see these types of customized ads.

California Privacy Rights

California law permits residents of California to request notice of how their information is shared with third parties for direct marketing purposes or to opt out of such sharing. If you are a California resident and would like a copy of this notice or to opt out, please email us at cleanbeautysummerschool@Tower28Beauty.com.

Additionally, if you are a California resident, the California Consumer Privacy Act ("CCPA") requires us to disclose the following information with respect to our collection, use, and disclosure of personal data.

- **Categories of Personal Data Collected:** In the preceding 12 months, we have collected the following categories of personal data: identifiers; commercial information; demographic information (note that some demographic information may be considered characteristics of protected classifications under state or federal law); internet or electronic network activity; geolocation data; audio, electronic, visual, thermal, olfactory, or similar information; inferences; and other categories of personal data that relates to or is reasonably capable of being associated with you. For examples of the precise data points we collect, please see "Information We Collect" above.
- **Business or Commercial Purpose for Collecting and Using Data:** We collect each category of personal data listed above for the business or commercial purposes described in the "How We Use Your Information" section above.
- **Categories of Sources of Personal Data:** We collect each category of personal data listed above from you and the third-party sources described in the "Information we collect from other sources" section above.
- **Categories of Personal Data Disclosed:** In the preceding 12 months, we have disclosed the following categories of personal data for business or commercial purposes: identifiers; commercial information; demographic information (note that some demographic information may be considered

characteristics of protected classifications under state or federal law); internet and electronic network activity; geolocation data; audio, electronic, visual, thermal, olfactory or similar information; inferences; and other categories of personal data that relates to or is reasonably capable of being associated with you.

· **Categories of Third Parties With Whom We Share Personal Data:** We may share each category of personal data listed above with the third parties as described in the “How We Share Your Information” section above.

Your Consumer Rights

California consumers have the right to request access to their personal data, additional details about our information practices and deletion of their personal data (subject to certain exceptions). California consumers also have the right to opt out of sales of personal data, if applicable. We describe how California consumers can exercise their rights under the CCPA below. Please note that you may designate an authorized agent to exercise these rights on your behalf by providing a notarized power of attorney evidencing that you have empowered the authorized agent to exercise your CCPA rights on your behalf. We will not discriminate against you if you choose to exercise your rights under the CCPA.

Deletion: You may request that we delete the personal data we have collected about you (subject to certain exceptions). Please note that we may retain certain information as required or permitted by applicable law. You may make these requests by emailing cleanbeautysummerschool@Tower28Beauty.com. We will verify your request by contacting you after receiving your request to verify your identity. If you request to delete your personal data, certain of our products and services may no longer be available to you.

No Sale of Personal Data

Tower 28 Beauty does not and will not sell personal data as the term “sell” is defined by the CCPA.