

MAKE UP FOR EVER ACADEMY

110, avenue Victor Hugo 92100 Boulogne-Billancourt
Tél. 01 56 45 11 12 - Email : academy@makeupforever.fr
N° de déclaration d'activité : 11753660875

GENERAL TERMS OF SALE **MAKE UP FOR EVER Academy Paris**

1. GENERAL POINTS

MAKE UP FOR EVER Academy trains people from all walks of life and from throughout the world for careers in make-up in all sectors.

MAKE UP FOR EVER Academy has a site in Paris (Boulogne Billancourt)

The purpose of these General Terms of Sale is to govern the dealings between MAKE UP FOR EVER Academy and any person who wishes to enroll in a long continuous professional and/or intensive training course (hereafter called the "Student").

The General Terms of Sale are communicated to Students before they register in the long and/or intensive courses taught by MAKE UP FOR EVER Academy.

These General Terms of Sale are returned, accepted when registering for these training courses directly on Academy's site or accepted by Students when they register online.

The acceptance of these General Terms of Sale is a precondition for all MAKE UP FOR EVER Academy training courses.

Registration therefore automatically entails acceptance of these General Terms of Sale.

2. REGISTRATION / FORMATION OF THE CONTRACT

All registrations with MAKE UP FOR EVER Academy must be made by completing the documents sent by the Academy in full and by the applicant submitting his/her application file.

MAKE UP FOR EVER Academy can accept or reject this application by email or letter. Silence is considered to be a rejection of the application.

If the Applicant's application is accepted, he/she must finalize their registration by sending MAKE UP FOR EVER Academy the following five documents which together form the contract:

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- The signed registration form,
- The training course contract, signed ; these General Terms of Sale initialed and signed,
- The certificate of assignment of intellectual property rights, initialed and signed,
- The MAKE UP FOR EVER Academy charter, signed.

The training course contract shall only be final and binding after the withdrawal period stipulated in article 4 of these General Terms of Sale has expired, following which the Student may finalize his or her registration by paying a down payment of 30% of the cost of the training course.

3. THE BENEFICIARY OF THE REGISTRATION / ITS STRICTLY PERSONAL NATURE (*INTUITU PERSONAE*)

The registration for MAKE UP FOR EVER Academy training courses is strictly personal and cannot be transferred.

MAKE UP FOR EVER Academy therefore reserves the right to refuse access to training courses to any person who attends without being personally registered.

4. WITHDRAWAL

Any person who registers for a training course has a period of fourteen (14) days from the date that the training course contract is signed in which to withdraw.

5. SALE PRICE

The sale price of the training course is the price in force at the time of registration.

Anyone can obtain the prices in force from MAKE UP FOR EVER Academy.

The prices charged by MAKE UP FOR EVER Academy are displayed on its website and in the registration files for the training courses.

Prices are in euros and inclusive of VAT.

MAKE UP FOR EVER Academy reserves the right to modify these prices at any time.

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However, these modifications will not affect the price of registrations which are already in progress.

6. TERMS OF PAYMENT AND REFUND FOR THE CANCELLATION OF THE TRAINING COURSE

MAKE UP FOR EVER Academy's training courses can be paid for by debit/credit card, bank transfer, cash, and cheque in accordance with the terms of payment described below, unless indicated to the contrary at the time of registration.

MAKE UP FOR EVER Academy's bank account details or the payment order for cheques shall be sent to the Students on their request when they register.

A. For all intensive training courses:

- A down payment of 30% of the course fees must be paid to finalize the registration for the training course ten (10) days at the latest after the registration has been accepted.

MAKE UP FOR EVER Academy shall keep the down payment paid on registration if the Student cancels his/her training course less than forty-eight (48) hours before the training course start date, for any reason.

MAKE UP FOR EVER Academy keeps the down payment in order to cover the costs of paying teachers /trainers which MAKE UP FOR EVER Academy has already engaged on the date of cancellation by the Student.

The down payment shall be returned to the Student if MAKE UP FOR EVER Academy cancels the training course before the course starting date.

MAKE UP FOR EVER Academy shall endeavour to propose other dates if it has to cancel a training course.

- The balance must be paid ten (10) working days at the latest before the course starting date.

If the outstanding balance has not been paid (ten) 10 working days before the course starting date, MAKE UP FOR EVER Academy can give the Student formal notice to pay this sum.

If the balance has not been paid within (8) eight days from the receipt of the formal notice, MAKE UP FOR EVER Academy can:

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- either cancel the unpaid registration keeping the deposit as compensation if the Student is unable to provide a medical certificate or establish a case of force majeure,
 - or collect its debt using any appropriate legal remedies.
- B. For continuous professional training courses:
- If an individual registers for one or more training courses, the payment for any course is made in several instalments in accordance with the methods explained below:
 - a down payment of 30% at the end of the withdrawal period by the Student to confirm his/her registration,
 - the balance of the training course in accordance with the payments schedule stipulated in each training contract.
 - If a legal entity enrolls its employees in one or more training courses, the payment for each training course is made in accordance with the terms and conditions stipulated in each training course contract.

If the Student abandons a training course for a reason which is not a case of force majeure, MAKE UP FOR EVER Academy shall keep the sums paid for the training course as compensation.

A Student who has been prevented from attending the training course by a case of force majeure can terminate the contract and only the services which have been provided will be owed on a pro rata basis.

Likewise, if the training course is cancelled by MAKE UP FOR EVER Academy, it shall only keep the sums for the training which has been taught, on a pro rata basis.

MAKE UP FOR EVER Academy shall endeavour to propose other dates if it has to cancel a training course.

If the Student does not respect the training charter handed to him/her on registration, MAKE UP FOR EVER Academy reserves the right to exclude the Student under the terms of article 12 of the Charter. This exclusion will automatically lead to the permanent loss of the sums which have already been paid to MAKE UP FOR EVER Academy.

7. PAYMENT BY THIRD PARTY ORGANISATIONS

If the cost of the training course is covered by a third-party organization, proof of the agreement to pay the costs of the training course must be given to MAKE UP FOR EVER Academy (by hand or by email) at least ten (10) working days before the training course begins.

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The Student must provide the necessary documentation in order to justify any absence during the training course (in particular medical certificates). If the Student is unable to justify his/her absences and the third-party organization refuses to pay the cost of the training course to MAKE UP FOR EVER, the Student in question will owe MAKE UP FOR EVER Academy the whole of the sum which the third-party organization should have paid it.

Therefore, a Student whose costs are covered by a third-party organization expressly undertakes to pay the sums which the said organization might refuse to pay.

8. THE PROGRAM TAUGHT AND CLAIMS

Each Student is informed of all the conditions for teaching the training course and its program when they register with MAKE UP FOR EVER Academy.

MAKE UP FOR EVER Academy's courses are mainly taught in French.

MAKE UP FOR EVER Academy's courses are either taught in class, in its premises or by video conference. Training courses are liable to be taught totally or partially by videoconference:

- When they are adapted to this format, in order to guarantee the quality of the teaching; or,
- Due to circumstances outside MAKE UP FOR EVER Academy's control, such as health measures or recommendations ordered by the authorities to limit the spread of an epidemic or pandemic.

MAKE UP FOR EVER Academy therefore recommends having a good Internet connection and computer equipment (computer or tablet) so the courses taught by videoconference can be followed under the best conditions. MAKE UP FOR EVER Academy shall not be liable for any refund if the Student is unable to follow a course by videoconference due to the lack of a connection or inadequate equipment.

In the event that a scheduled teacher or trainer cannot teach the course due to medical reasons or a case of force majeure, MAKE UP FOR EVER Academy shall use its best efforts to replace him/her with a teacher or trainer of a comparable level. Any modification of this kind cannot give rise to any complaint or refund.

Course programs or schedules can be modified during training courses, and courses which are taught in class, can be modified to teaching by videoconference. This will not give rise to any claim or refund because the level of teaching is not affected.

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MAKE UP FOR EVER Academy reserves the right to cancel a training course, without any compensation or penalty if the number of students registered for the course is below or equal to three (3). A Student whose training course has been cancelled will be informed as soon as possible and at the latest forty-eight (48) hours before the starting date for the course in question. The Student will then be offered another starting date for the same training course or if this new date is unsuitable, a refund of the down payment which was paid on registration.

9. MAKE UP FOR EVER ACADEMY'S OBLIGATIONS

MAKE UP FOR EVER Academy shall make all the necessary products available to Students to enable courses to be taught properly.

The Student must nevertheless possess:

- His/her own brushes for all training courses which are taught.
- for continuous professional training courses, the obligatory starter kit provided when registering.

A MAKE UP FOR EVER Academy Professional Skills Certificate shall be awarded to the Student at the end of a continuous professional training course providing the Student has respected the Training Charter throughout the training course and obtained adequate results.

A Certificate of Participation will be awarded to Students on intensive training courses by MAKE UP FOR EVER Academy providing the Academy's Charter has been respected throughout the training course.

10. USE OF THE IMAGE

The Student unconditionally agrees to being photographed or filmed and shall permit his/her works to be photographed or filmed within the scope of his/her training course. The Student expressly authorizes MAKE UP FOR EVER Academy, MAKE UP FOR EVER SA and any other company in the LVMH Group to use these photographs or films.

This authorization is granted for all media - in particular brochures, leaflets, booklets, non-advertising displays for MAKE UP FOR EVER brand products, magazines, newspapers, books, CD-ROM, Internet, RH internal communications – for the whole world throughout the duration of the Student's training course as well as for a period of ten (10) years after the end of his/her training course for any reason whatsoever.

It is specified that MAKE UP FOR EVER can use all or some of the images in its internal and external communications, indefinitely, on all mediums, free of charge, and worldwide for informational (including

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documentaries), historical (including preservation or reproduction of images on its social networks (without reposting them), archival or retrospective purposes (including any tours).

The use of these photographs or films can never be the subject of any financial compensation or compensation in kind to the Student.

However, the Student shall have a right of access to these images and to his/her private data by contacting the Data Controller under the terms stipulated in article 11 of these General Terms of Sale.

11. PERSONAL DATA

MAKE UP FOR EVER Academy shall take the necessary measures to protect the Student's personal data and to process and to use them in compliance with the applicable provisions and notably the European Regulation 2016/679 of 27 April 2016 and the law n°78-17 of 6 January 1978 in its wording which is in force.

In accordance with article L. 6353-9 of the Labour Code, the purpose of the information which is requested in any form whatsoever when selecting applications is only to assess the Student's capacity to follow the training course and therefore has a direct and necessary link with the training action.

The data obtained relating to rejected applications are not conserved.

The data obtained relating to successful applications are conserved during the period of the training course.

To follow up training courses, Students also complete a medical form when they register to prevent any risks and in order to be in a position to treat any chronic health problem or crisis under the best conditions especially types of allergies or epilepsies. These data are conserved exclusively during the period of the training course for the exclusive use of trainers and MAKE UP FOR EVER Academy's staff or any health professional who may be asked to treat the Student.

The Student can also register for MAKE UP FOR EVER SA's newsletter when enrolling for the training course. The data which is collected in this context are processed in accordance with the Company's loyalty program and confidentiality policy.

Similarly, if products are purchased during the training course, the data collected are processed in accordance with MAKE UP FOR EVER SA's confidentiality policy accessible [here](#).

Pursuant to the above provisions, the Student has a right to access, query, rectify and delete the personal information concerning him or her which is held by MAKE UP FOR EVER Academy.

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In addition, the Student can request a restriction on processing his or her data and/or their portability.

These rights can be exercised any time by sending a letter to the following address:

MAKE UP FOR EVER Academy
Protection of personal data,
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92100 Boulogne Billancourt

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12. INTELLECTUAL PROPERTY

All the intellectual property rights associated with MAKE UP FOR EVER Academy's training courses remain its complete and exclusive property. Students are prohibited from altering, degrading, modifying, infringing, reproducing, or transferring, even gratuitously, the supports and material supplied by MAKE UP FOR EVER Academy or which they have access to during their training course. They undertake to inform MAKE UP FOR EVER Academy of any action or act which is liable to infringe its intellectual property rights which they are aware of.

13. LIABILITIES

MAKE UP FOR EVER Academy cannot be held liable for any non-performance of the training course which is caused by an act which is attributable to the Students themselves, a third party or a case of force majeure.

14. ENTIRETY

These General Terms of Sale form an indivisible whole with the Academy's charter detailing the rules inside MAKE UP FOR EVER Academy's sites and all the documents referred to in article 2 herein, which together form the contract.

15. SETTLEMENT OF DISPUTES

These General Terms of Sale are governed by French law.

Any dispute of any kind whatsoever in relation to these General Terms of Sale will be for the exclusive jurisdiction of the competent Paris courts.

I, the undersigned,, certify that I have read the MAKE UP FOR EVER Academy's General Terms of Sale and that I understand them and unreservedly accept them.

Signed in Paris in two (2) copies, one handed to MAKE UP FOR EVER Academy, on

Signature preceded by the words 'Read and approved'.