

## NU COLOUR LASH + BROW SERUM - TESTIMONIALS & BEFORE/AFTER PHOTOGRAPHS

**BEFORE SUBMITTING YOUR PROPOSED TESTIMONIAL AND PERSONAL DATA, PLEASE READ CAREFULLY THE CONSENT PROVISIONS BELOW. IF YOU DO NOT AGREE WITH ANY PART OF THE CONSENT PROVISIONS. YOU SHOULD NOT SIGN THIS FORM AND NOT PROVIDE ANY MATERIALS.**

### CONSENT FORM

I hereby consent to the use by NSE Products Europe BV and its affiliates, and their successors and assignees (collectively “Nu Skin”) of my videos, photographs and/or statements that I submit about **the Nu Colour Lash + Brow Serum** (the “Materials”) without expectation of attribution, compensation or other remuneration, now or in the future.

### TERMS & INSTRUCTIONS

1. Materials must be sent together with this form to [before-after@nuskin.com](mailto:before-after@nuskin.com).
2. Materials must be only about Nu Skin’s Nu Colour Lash + Brow Serum.
3. Testimonials must be submitted in English and be maximum **three hundred (300) characters long**.
4. Photographs must be high quality and ideally in square format.
5. Photographs and videos should show the product(s) and cannot include any individuals other than yourself. No other products or brands should be featured.
6. Testimonials, videos and photographs must comply with the Product Testimonial Guidelines available in the reputation corner on [www.nuskin.com](http://www.nuskin.com). In particular they must:
  - comply with the product claims mentioned in the product description page;
  - not state or imply that our products helped address, treat, cure, or prevent any disease or other medical condition, or that imply a result that is different from, or goes beyond, our approved marketing claims; and
  - not be misleading (among others please do not use any photograph filters to demonstrate product application or results), libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful.
7. Any social media posts featuring Nu Colour Lash + Brow Serum must comply with Nu Skin’s Social Sharing Guidelines available in the reputation corner on [www.nuskin.com](http://www.nuskin.com) and must be consistent with the approved claims for your market found in the Lash + Brow Product Information Page.
8. You must comply with your Brand Affiliate Agreement, including Nu Skin’s Policies and Procedures.
9. Please refer to the trademarks’ glossary on [www.nuskin.com](http://www.nuskin.com) for a list of all registered trademarks in the Nu Skin European markets & South Africa.

## CONSENT PROVISIONS

I **understand and agree** that:

- Nu Skin may, at its discretion, decide to use the Materials or not;
- Nu Skin may use the Materials in all forms and any media, including, without limitation, in printed publications, presentations, promotional materials, emails or online (including on Nu Skin's website or social media channels), and in all manner, in their original format or edited or altered in any way, without limitation as to frequency or duration, for marketing and/or promotional purposes and/or recognition, and in particular for learning center purposes;
- Nu Skin will delete or anonymize my personal data in the Materials when no longer relevant, but that Materials that have been posted on social media channels before may remain in circulation on those channels;
- Nu Skin may copyright the Materials in its own name and any other name that it may choose;
- the Materials may be viewed and/or listened to throughout the world and not just in my home country and that some overseas countries may not provide the same level of protection to the rights of individuals as my home country legislation provides;
- my first name and country of residence may appear in a caption in proximity to the Materials used in accordance with the above terms, or in the editorial text accompanying them, but I also agree that the photograph may be used without any reference to them;
- **Nu Skin may make the (original, edited or altered) Materials available through a shared database for use by Nu Skin Brand Affiliates for marketing and/or promotional purposes, including but not limited to sharing on social media. In such case the Materials will be anonymized, and all personal data (name or country of residence) will be removed beforehand.**

I **represent and warrant** that:

- I have not used any filters or retouched the photographs and videos;
- The photographs and videos feature my own lashes and/or eyebrows;
- The Before & After photographs were taken at least four weeks apart and represent at least four weeks of using Nu Colour Lash + Brow Serum twice daily, as directed;
- The photographs and videos depict my natural eyelashes and eyebrows, they are make-up free and are free from any enhancements, tinting, or curling;
- the Materials are my own original creation and property and are not taken from someone else;
- I own all rights, title, and interest in the Materials and they do not violate someone else's intellectual property rights.

I **release and discharge** Nu Skin, its officers, directors, employees and agents, and their successors and assignees (including any agency, client, broadcaster, periodical or other publication) from any and all claims, causes of action and demands arising out of or resulting from the use of the Testimonial, including but not limited to any claims for defamation or invasion of privacy.

I **waive** any right that I may have to inspect, review or approve the Materials.

Nu Skin is committed to processing information in accordance with applicable privacy and data protection rules and regulations. The personal data collected on this form will be held securely and will only be used for administrative purposes. You have the right to request to see a copy of the information we hold about you and to request corrections or deletions of the information that is no longer required. You can ask Nu Skin to stop using the Materials at any time, in which case it will not be used in future publications and removed from the shared database but may continue to appear in publications already in circulation. If you have



concerns about the use of the Materials this should be raised with the Nu Skin’s Data Protection Officer ([DPOoffice@nuskin.com](mailto:DPOoffice@nuskin.com)).

If you would like to lodge a complaint against us, you may contact your local supervisory authority. If you have trouble locating a supervisory authority, please contact Nu Skin’s Privacy Office ([privacy@nuskin.com](mailto:privacy@nuskin.com)).

For more information on how Nu Skin protects your personal information and your rights in that respect, please visit <https://www.nuskin.com/content/global-privacy.html>.

I, the undersigned, hereby confirm that I have read and understand the above conditions and consent to the Materials being used as described.

**All below fields are mandatory.**

<b>Name</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
<b>Phone</b>	<input type="text"/>	<b>Signature</b>	<input type="text"/>
<b>Email</b>	<input type="text"/>		
<b>Nu Skin ID#</b>	<input type="text"/>		