

## **Application Terms**

Benefit Cosmetics is an equal opportunity employer. We do not discriminate on the basis of race, religion, color, national origin, sex, gender, gender expression, sexual orientation, age, marital status, veteran status, or disability status.

These Application Terms (“Terms”) govern the process by which individuals may apply to be selected for the Benefit Program (“Program”).

Please read these terms carefully. By submitting an application, you (“Applicant”) agree to be bound by these terms and the decisions of Benefit Cosmetics LLC (“Benefit”) and its designees, which shall be final and binding in all respects relating to this Program.

**WHO CAN PARTICIPATE:** Applicants must be legal residents of the United States and at least 18 years or older. Applicants must be employed by Benefit for a minimum of six (6) months at the time of submission and must be in good standing. Participants in the Program must be employees of Benefit and own a valid public Instagram account. Corporate employees, contractors, and freelancers are not eligible. Notwithstanding the foregoing, Benefit reserves the right to end an employee’s participation in the Program at any time for any reason.

**HOW TO SUBMIT AN APPLICATION:** Between 9am Pacific Time (“PT”) on 1/27/2025 and 11:59pm on 2/27/2025 (“Application Period”) to submit an application, visit <https://teambenefit.upfluence.com/> (“Site”) and follow the directions provided to complete and submit the application (“Application”). Limit one (1) Application per person. All Applications become the property of Benefit. Answers provided as part of your Application must be your own original work, be true, verifiable, and reflect your actual experiences and beliefs. Benefit has full discretion as to the number of applicants it selects and reserves the right to not select any Program members through its Application process.

**APPLICANT SCREENING AND SELECTION PROCESS:** All Application materials will be reviewed by Benefit and Benefit’s third-party provider, Upfluence. Potential Program members, if any, will be contacted by email using the contact information provided as part of the Application and will be required to execute and return the non-negotiable Employee Talent Agreement within a time period specified by Upfluence. If all required documents are not returned within the specified time period, or a potential Program member cannot be contacted within a reasonable time period or is not in compliance with these Application Terms or no longer employed by Benefit, such potential Program member will be disqualified. For the avoidance of doubt, your participation in the Program, if selected, will be subject to the Employee Talent Agreement and any additional rules provided by Benefit.

**DURATION OF PROGRAM:** The initial Program is limited to two-months, requiring a minimum of two (2) Instagram Reels; one (1) Instagram Reel each month. All videos are subject to Benefit’s approval and the terms set forth in the Employee Talent Agreement. All videos must be created and posted in accordance

with all applicable rules and guidelines provided by Benefit as may or may not be set forth in the Employee Talent Agreement.

**COMPENSATION:** Upon acceptance into the program there is a \$200 flat fee per Instagram Reel and in compliance with applicable state law. Any applicable Benefit products will be provided.

**BENEFIT COMMUNICATIONS:** By submitting an Application, you agree to accept and receive communications from Benefit or Benefit's third-party service providers, including via email, text message, and calls, to the mobile number you provided to Upfluence in your Application. When you opt in to receive text messages in your Application, you authorize Benefit and Benefit's third-party service providers to send you updates, alerts, and other information about the Program.

**GENERAL CONDITIONS:** Void where prohibited by law. This Program is subject to all applicable federal, state, and local laws. By submitting an Application, Applicants agree to release, hold harmless, and indemnify Benefit, its parent, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, agents, and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses, and damages of any kind (including, without limitation, arising from claims based upon copyright infringement, invasion of privacy, defamation, or right of publicity) to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Applicant's participation in the Program, Application Process, and/or the use of any Program Terms, in any manner by Benefit in connection with the Program. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, or undelivered Applications, emails, text messages, phone calls, or other communications of any kind or for errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing of Applications, or in any Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by tampering, hacking, or by any equipment or programming associated with or utilized in the Program. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or other device related to or resulting from submitting an Application or use of the website.

Benefit reserves the right at its sole discretion to suspend, modify, or terminate the Program at any time and for any reason.

If you have any questions regarding these Terms, you may email [emilydy@benefitcosmetics.com](mailto:emilydy@benefitcosmetics.com).