

# Community Rules, Terms and Conditions

IMPORTANT LEGAL INFORMATION: PLEASE READ THESE RULES, TERMS AND CONDITIONS CAREFULLY BEFORE CLICKING ON THE "I ACCEPT" BUTTON TO BE ELIGIBLE TO BECOME A MEMBER OF THE BATH & BODY WORKS BBW MY2SCENTS COMMUNITY ("Community") AND, IF ACCEPTED AS A COMMUNITY MEMBER, TO USE THE WEB SITE FOR THE COMMUNITY AT [www.BBWMY2SCENTS.com](http://www.BBWMY2SCENTS.com) (the "Web Site"). YOUR AGREEMENT TO BECOME A COMMUNITY MEMBER BY CLICKING "I AGREE" CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE FOLLOWING RULES, TERMS AND CONDITIONS.

**Community Member Rules.** If you agree to these Rules, Terms and Conditions and your registration is accepted by L Brands, Inc. (on behalf of its retail brand, Bath & Body Works, referred to as "BBW" or "we"), you will become a member of the Community ("Community Member"). To become a Community Member, and as a Community Member, you represent and/or agree that:

a. You are currently residing in the United States and you are over the age of 18. You are not an employee of BBW or one of its subsidiaries, divisions, or affiliates, nor are you an immediate family member of any such employee. You are not an employee or agent of any company involved in the beauty or bath products industry. All information provided to become a Community Member and the password you create as a Community Member ("Member Information") is accurate and up-to-date. If any of your Member Information changes, you will update it by using the appropriate update mechanism on the Web Site. You will be solely responsible for maintaining the confidentiality of your Member Information and you will not authorize others to use your Member Information. You may not sub-license, transfer, sell or assign your membership in the Community to any third party.

b. BBW will have a special relationship with the Community Members, and we will be relying on this trusted relationship and your maintaining the confidentiality of information you receive as a Community Member. Therefore, you are required to agree to the BBW My2Scents Confidentiality Agreement ("Confidentiality Agreement") when completing your registration. The Confidentiality Agreement is available at the Web Site and is incorporated into these Rules, Terms and Conditions by reference as if fully restated herein.

c. You represent and acknowledge that you are not an employee of BBW or any of its related entities and shall not be an employee at any time during the term of this agreement. Both Member and BBW acknowledge and agree that Member will furnish the services as an independent contractor. Member has no express or implied power or authority to act for, represent, or bind BBW. Member will not be entitled to any medical coverage, life insurance, participation in BBW's savings plans, or other benefits afforded to BBW employees. Member will be solely responsible for any federal, provincial, state or local, income, withholding, FICA or other similar taxes or payments.

d. BBW may terminate the Web Site and Community or terminate or suspend your access to the Web Site and Community, at any time, in its sole discretion, and with or without notice. If your use of the Web Site and Community is suspended or terminated, any information that you have stored will no longer be available to you.

e. All writings, profile information, photographs, material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication or other materials ("Content") that you submit in connection with the Community will not:

- violate or infringe in any way upon the rights of others, including without limitation copyrights and trademarks and rights of a person's name, voice, photograph, image, likeness or appearance;
- other than for information submitted specifically for your Member profile, contain email addresses, first and last names, URLs, phone numbers, physical addresses, or other forms of personal contact information;

- contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another's computer;
- be unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, or otherwise objectionable;
- contain any unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals or entities;
- impersonate any person, business or entity, including BBW and our employees and agents;
- encourage conduct that would constitute a criminal offense; or
- otherwise violate the rules, now or in the future, adopted by the Community.

f. Any Content placed online, including advice and opinions, are the views and responsibility of those who post the Content and do not necessarily represent the views, endorsement, sanctioning or agreement of BBW and any person or entity working on its behalf with such Content.

g. You irrevocably consent to and authorize the use of the Content by BBW or any person or entity acting on its behalf for any purpose whatsoever, in any and all manner and media throughout the world, and specifically in the Community and on the Web Site, including removal of any of the Content.

h. In connection with your uploaded photographs, you affirm, represent, and warrant that your uploaded photograph either is you or that you have the written consent, release and/or permission of each and every identifiable individual person in the photographs and of the photographer and to use the name or likeness of each and every such identifiable individual person and use the photographs in the manner contemplated by the Community, this Web Site, the and Rules, Terms and Conditions. Further, you affirm, represent and warrant that (i) any Content you submit on this Web Site is original; (ii) you own all right, title and interest to the Content and have the sole and exclusive right to assign all of the rights therein to BBW as set forth in these Rules, Terms and Conditions; (iii) BBW's use of the Content, in whole or in part, will not infringe upon or misappropriate the rights of any third party including, without limitation, any intellectual property or privacy rights; and (iv) you have obtained written permission from any other person named, photographed or otherwise depicted in the Content which will allow BBW to utilize the Content without compensation or objection.

i. In exchange for the opportunity to submit Content as a Community Member, we and our respective affiliates and our or their designees without any payment to, or further authorization by you, will have the unrestricted perpetual, royalty-free, worldwide, and irrevocable right, but not the obligation, to use, edit, alter, copy, reproduce, disclose, display, publish, market, prepare derivative works from, perform, transmit, distribute, exhibit, broadcast, or otherwise exploit or develop the Content, in whole or in part, and in any manner whatsoever for any or all commercial or non-commercial purposes. We may, but are not obligated to, monitor or review any Content. We may remove any Content from the Web Site in our sole discretion. We will have no obligation to use, return, review, or respond to any Content. You further grant to BBW the unrestricted, irrevocable right, but not the obligation, to use your name, photograph, picture, likeness, moving image, voice, and biographical material and that of others contained in your Content, whether in their original form as submitted, or as altered, edited, lifted or reproduced by BBW, in perpetuity throughout the world.

j. You are responsible for obtaining and maintaining any communications equipment necessary to connect to the Web Site and Community, including computer hardware and software, and long distance or local telephone service or other internet access.

k. As a Community Member, you further agree that you have read, understand and agree to the following:

Copyright, Trademarks and Use of Web Site. The design of this Web Site and all text, graphics, information, content, and other material displayed on or that can be downloaded from this Web Site and all Confidential Information are protected by copyright, trademark and other laws and may not be used

except as permitted in these Rules, Terms and Conditions or with prior written permission of the owner of such material. The software and other technology components of this Web Site and the Web Site as a compilation are © 2009-2014, Vision Critical, or its affiliates and suppliers. The contents (including without limitation, the look and feel, all text, photographs, images, video and audio) of this Web Site are © 2009-2014, Bath & Body Works Direct, Inc. or its respective affiliates. All rights reserved. BBW and its affiliated companies retain all rights regarding their trademarks, trade names, brand names and trade dress. These marks, names or trade dress, and all associated logos or images (all of these referred to as the "Marks") are registered and/or common law trademarks of BBW and its affiliates and are protected by U.S. and international laws and treaties. You may not modify the information or materials displayed on or that can be downloaded from this Web Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit this Web Site. BBW will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of civil remedies and criminal prosecution. BBW reserves the right to block or deny access to the Web Site to anyone at any time for any reason. Nothing in these Rules, Terms and Conditions or on the Web Site will be construed to grant any right or license under any patent, copyright, Marks, know-how or trade secret or to obligate BBW to enter into any further agreement with a Community Member.

Special Notice: BBW and its affiliates have a no-tolerance policy regarding the use of our trademarks or names in metatags and/or hidden text. Specifically, the use of our trademarks or names in metatag keywords is trademark infringement, and the use of trademarks or names in page text, metatags, and/or hidden text for purposes of gaining higher rankings from search engines is unfair competition. Linking to any Community page on this Web Site is prohibited absent express written permission from BBW. Framing, inline linking or other association of the Web Site or the Community or its or its suppliers software or HTML code, scripts, text, artwork, photographs, images, video, and audio with links, advertisements and/or other information not originating from the www.BBWMY2SCENTS.com Web Site is expressly prohibited.

Third Party Links. Periodically, links may be established from this Web Site to one or more external web sites or resources operated by third parties (the "Third Party Sites"). These links are provided for your convenience only. In addition, certain Third Party Sites also may provide links to this Web Site with our written permission. None of these links should be deemed to imply that BBW endorses the Third Party Sites or any content therein. BBW does not control and is not responsible for any Third Party Sites or any content, advertising, products, or other materials on or available from such Third Party Sites.

Jurisdiction. ANY ACTION SEEKING LEGAL OR EQUITABLE RELIEF ARISING OUT OF OR RELATING TO THIS WEB SITE WILL BE BROUGHT ONLY IN THE COURTS OF THE STATE OF OHIO OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO. A printed version of these Rules, Terms and Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Rules, Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

I HAVE READ ALL OF THE ABOVE AND CLICKING ON "I AGREE" DESIGNATES MY ACCEPTANCE OF ALL OF THE ABOVE RULES, TERMS AND CONDITIONS. IF YOU CANNOT AGREE TO ALL THE ABOVE RULES, TERMS AND CONDITIONS, CHECK "I DISAGREE" AND YOU WILL NOT BE ACCEPTED AS A MEMBER OF THE COMMUNITY.