

**TooFaced #Sephorasweeps Sweepstakes
Official Rules**

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES OR TO RECEIVE A PRIZE. A PURCHASE WILL NOT AFFECT OR IMPROVE THE CHANCES OF WINNING.** This sweepstakes (“**Sweepstakes**”) is subject to all applicable laws and regulations. **Void where prohibited or restricted by law. ODDS OF WINNING DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED.**
2. **Sponsor:** Sephora USA, Inc., 525 Market Street, 32nd Floor, San Francisco, CA 94105, www.sephora.com (“**Sephora**” or “**Sponsor**”). This Sweepstakes is not sponsored, endorsed or administered by, or associated with, Instagram.
3. **Eligibility:** Sweepstakes is open only to legal residents of the United States (including Puerto Rico but excluding Rhode Island, Guam and all other U.S. and foreign territories and possessions not otherwise mentioned herein) who are 18 years of age or older and the age of majority in their state or territory of primary residence as of the date of entry and who have a Instagram account (no purchase or payment is necessary to sign up for an Instagram account). Sweepstakes is not open to employees, independent contractors, officers, directors, agents or representatives of Sponsor, or of Sponsor’s parents, affiliates, subsidiaries, successors and/or assigns, or of Sponsor’s advertising, promotion and fulfillment agencies, and legal advisors (collectively, “**Sweepstakes Entities**”) and the immediate family members (mother, father, brother, sister, daughter, son or spouse, regardless of where they live) and persons living in the same household (whether or not related) of any of the foregoing.
4. **To Enter:** To enter for a chance to win the Sweepstakes, take an ORIGINAL image of yourself with your best Valentine’s Day “kissy” face and post your photo on Instagram through your Instagram account (your “**Submission**,” which also includes your Instagram username and photo caption). Your Submission must include “#SephoraSweeps” (the “**Sweepstakes Hashtag**”) in the caption of the photograph, and must comply with all of the Submission Requirements listed below. To enter the Sweepstakes, you must follow Sephora’s Instagram account (@Sephora) and you must not have set your posts to private in your Instagram account settings. **Use of the Sweepstakes Hashtag constitutes your unconditional acceptance of these Official Rules.** Once you post your Submission to Instagram using the Sweepstakes Hashtag, you will be entered into the Sweepstakes. Your Submission must remain posted to your Instagram account until the winner is selected (see Section 6).

Submission Requirements: Your Submission must comply with these Official Rules, including all of the following Submission Requirements:

- No person other than you, the entrant, may be pictured in the Submission.
- You must own all rights to the Submission.
- The Submission must not contain any third-party trademarks, names, logos, drawings, cartoons, photographs, pictures, or phrases.
- The Submission is your original work (modifying, enhancing or altering a third-party’s pre-existing work does not qualify as your original work), and has been legally obtained and created, does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws, or regulations, has not been entered in or won previous contests or awards, and has not been published previously in any medium (other than on a website where you retain the rights to use, modify and remove the Submission).
- The Submission must not contain any defamatory statements or discriminatory language, including but not limited to words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group (as determined in Sponsor’s sole discretion).
- The Submission must not contain any nudity, lewd, vulgar, indecent or obscene behavior, language or material (as determined in Sponsor’s sole discretion), or any other material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Submission is created, or is otherwise deemed by Sponsor to be objectionable or otherwise unsuitable for a public forum.
- The Submission must not contain any advertisements, “spam” content or references to products, offers or websites.

- The Submission must not contain any email addresses, URLs to other websites, phone numbers, physical addresses or other forms of contact or personal information.

Sponsor may, in its sole discretion, disqualify any Submission that does not comply with these Submission Restrictions or that Sponsor otherwise deems to be inappropriate in its sole discretion. In the event of disqualification, the Submission will not be entered into the Sweepstakes.

By entering the Sweepstakes and using the Sweepstakes Hashtag, each entrant understands and agrees that the entrant's Submission (including the entrant's Instagram user name) may be accessible for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

Only one entry per person is permitted. Use of multiple email addresses/accounts to enter more than once is prohibited. There may be only one (1) named entrant for each Submission, regardless of the number of persons who may have contributed to the creation of the Submission.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the authorized account holder of the email address associated with the Instagram account of the entry, which the entrant will have the obligation to establish. Entries generated by a script, computer programs, macro, or other automated means will be disqualified. Sponsor is not responsible for late, incomplete, misdirected, delayed, or undelivered entries, including without limitation inability to access entrant's Instagram account, or entries not timely received due to telephone failures, Internet or website failures and disruptions, and ISP problems. Incomplete information may result in disqualification of entry. All eligible entries carry an equal chance of winning.

5. **Sweepstakes Period:** The Sweepstakes begins on February 9, 2015 at 12:00 p.m. (noon) Pacific Time ("PT") and ends on February 10, 2015 at 12:00 p.m. (noon) PT. Entries must be received by 12:00 p.m. (noon) PT on February 10, 2015.
6. **Selection of Winner:** A potential winner will be selected from all eligible entries received during the Sweepstakes Period in a random drawing conducted by Sponsor on February 10, 2015 after the end of the Sweepstakes Period and will be notified via the Instagram website. The notification will include Sponsor's contact information, and the potential winner must contact Sponsor within five (5) days of the prize notification to confirm eligibility and acceptance of the prize. The potential winner will be required to provide Sponsor with his or her full name, mailing address, telephone number and/or email, and may be required to execute an affidavit of eligibility and liability/publicity release. A prize will be forfeited if: (i) the potential winner fails to confirm acceptance of the prize and eligibility within five (5) days of notification, (ii) the potential winner fails to return any required documents within five (5) days of receiving such documents from Sponsor, (iii) the prize or prize notification is returned as non-deliverable; or (iv) Sponsor determines that the potential winner is ineligible or otherwise not in compliance with these official rules. If a potential winner forfeits a prize or is deemed ineligible, an alternate winner will be selected by random drawing from all remaining eligible entries until a winner is determined. All decisions of Sponsor are final and binding on all entrants. Odds of winning depend on the total number of eligible entries received.
7. **Prize:** One (1) winner will be awarded the grand prize with an approximate prize value of \$250. The prize consists of the following:

Prize	Approximate Prize Value
Better Than Sex Mascara	\$23
Chocolate Bar Eye Shadow Collection	\$49
Semi-Sweet Eye Shadow Collection	\$49
For Love And Lemons Peonies Bralette	\$77
For Love And Lemons Peonies Panty	\$52
Better Than Sex Mascara	\$23

Prizes are non-refundable and non-transferable, cannot be combined with any other special offer or promotion and must be accepted as awarded. Prizes may not be exchanged for cash value or substituted, except that

Sponsor reserves the right in its sole discretion to substitute with either the cash value of a prize, or a prize or prizes of equal or greater value. Prizes are provided "AS-IS" without warranty of any kind, either express or implied, and sponsor hereby disclaims all such warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Applicable federal, state, or local taxes and any other costs or expenses associated with the prizes or the use or redemption thereof is the sole responsibility of the winner. The prizes will be awarded, and will be delivered to the confirmed winner to a valid U.S. address within 3 weeks of the determination of the winner.

8. As a condition of entering this Sweepstakes, you warrant and represent to Sponsor and the Sweepstakes Entities the following:

THAT YOU OWN ALL RIGHTS TO YOUR SUBMISSION;

THAT, IF AN INDIVIDUAL IS PICTURED IN YOUR SUBMISSION, THAT INDIVIDUAL IS YOU;
AND

THAT THE SUBMISSION: (a) IS YOUR ORIGINAL WORK AND HAS BEEN LEGALLY OBTAINED AND CREATED; (b) DOES NOT INFRINGE THE INTELLECTUAL PROPERTY, PRIVACY OR PUBLICITY RIGHTS OR ANY OTHER LEGAL OR MORAL RIGHTS OF ANY THIRD PARTY, OR VIOLATE APPLICABLE LAWS, OR REGULATIONS; (c) HAS NOT BEEN ENTERED IN OR WON PREVIOUS CONTESTS OR AWARDS; AND (d) HAS NOT BEEN PUBLISHED PREVIOUSLY IN ANY MEDIUM (OTHER THAN ON A WEBSITE WHERE YOU RETAIN ALL RIGHTS TO USE, MODIFY AND REMOVE YOUR SUBMISSION).

As a further condition of entering the Sweepstakes, to the extent permitted by applicable law, you release and agree to indemnify and hold the Sponsor, the Sweepstakes Entities and Instagram harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements) arising from, or relating to, the breach or alleged breach of the representations, warranties and agreements in these Official Rules, your Submission, or your participation in this Sweepstakes, or your conduct during and in connection with this Sweepstakes.

9. By participating, each entrant agrees to comply with these official rules and agrees that Sponsor is not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error that may occur in the processing of entries in the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of, the web site or any technical failure or malfunction, or any injury or damage to an entrant's or any other person's computer or property.

IN NO EVENT WILL SPONSOR, ANY SWEEPSTAKES ENTITIES OR INSTAGRAM BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, ENTRANT'S SUBMISSION, ANY PRIZES WON, ENTRANT'S ACCESS TO OR USE OF SPONSOR'S OR INSTAGRAM'S WEB SITES, APPLICATIONS OR SERVICES, OR THE ACCESSING, DOWNLOADING AND/OR PRINTING OF ANY MATERIAL AVAILABLE ON SAID SITES, APPLICATIONS AND SERVICES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON SPONSOR'S WEB SITES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

10. By accepting a prize in this Sweepstakes, the winner grants to Sponsor, where permitted by law, the right to use and publish (worldwide and via the Internet) his/her name, city and state of residence, Submission (including Instagram username), portrait, image, picture, voice, likeness and comments for advertising, trade and promotional purposes without notification, review or approval, and without additional consideration.

BY ACCEPTING A PRIZE, THE WINNER AGREES NOT TO SUE OR BRING ANY LAWSUIT

OR MAKE ANY CLAIM UNDER ANY THEORY WHATSOEVER AGAINST THE SPONSOR, THE SWEEPSTAKES ENTITIES AND INSTAGRAM ARISING FROM OR IN CONNECTION WITH ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, PARTICIPATION IN THIS SWEEPSTAKES, THE WINNER'S SUBMISSION OR ANY SWEEPSTAKES-RELATED ACTIVITY. IN ADDITION, THE WINNER AGREES TO WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS SPONSOR, ALL SWEEPSTAKES ENTITIES AND INSTAGRAM FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, CAUSES OF ACTION AND LIABILITY OF ANY NATURE WHATSOEVER, FOR ANY MATTER, CAUSE OR THING, INCLUDING, WITHOUT LIMITATION, ANY LOSS, INJURY OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY, OR OTHER HARM OR LOSS OF ANY NATURE WHATSOEVER, WHETHER DIRECT, COMPENSATORY, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL, CAUSED OR CONTRIBUTED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, WHILE PREPARING FOR OR PARTICIPATING IN OR OTHERWISE ARISING FROM OR IN CONNECTION WITH ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, PARTICIPATION IN THIS SWEEPSTAKES, THE WINNER'S SUBMISSION OR ANY SWEEPSTAKES-RELATED ACTIVITY.

11. Sponsor is not responsible for any changes to or unavailability of the Instagram service that may interfere with the Sweepstakes (including any limitations, restrictions or conditions on Sponsor's ability to use the service in connection with the Sweepstakes). If, for any reason, the Sweepstakes is not capable of running as planned because of circumstances including, but not limited to, unauthorized intervention, fraud, technical failures (including but not limited to website outages or interruptions on Instagram) or any other causes, which, in Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in their sole discretion and determination of fairness, to cancel, terminate, modify or suspend the Sweepstakes and, if possible, to select the winner from entries received prior to such event or interruption. Sponsor may disqualify any entrant who tampers with the entry process or operation of the Sweepstakes or who violates these official rules.
12. By registering to enter the Sweepstakes, each entrant acknowledges he/she has read, understands and will abide by these official rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of entrants and/or Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with, the laws of the State of California, without regard to the conflict of laws principles. In the event of any inconsistency between the full version of these official rules and any abbreviated rules, the one most beneficial for entrants shall prevail.
13. For a winner's list or a copy of these official rules, send a self-addressed stamped envelope for receipt by February 10, 2016, to: TooFaced #SephoraSweeps Sweepstakes," Sephora: Social Media Group, 525 Market Street, 32nd Floor, San Francisco, CA 94105.
14. Except as provided in Paragraph 10 relating to the use of the Submissions and of certain winner information and the availability of the Submissions for viewing by the general public online, the Submissions and personal information collected from each entrant with respect to the Sweepstakes will be used by Sponsor for the purposes of administration of the Sweepstakes.