

**Sephora's UnNude Lip #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, San Francisco, CA 94105, www.sephora.com (“**Sephora**” or “**Sponsor**”).
3. **Eligibility:** Sweepstakes is open only to legal residents of the United States (including Puerto Rico but excluding 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 has a registered Sephora account (no purchase or payment is necessary to sign up for a Sephora 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 (all such persons and entities are referred to collectively as, the “**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 the Sweepstakes, visit Sephora’s Beauty Board (at <http://www.sephora.com/gallery/>) and upload an original photo of your “unnude” lip look (your “**Submission**”). Your Submission must include “#Sweepstakes” (the “**Sweepstakes Hashtag**”) in the title of the photograph and be tagged with at least one lip product you used or could have used to achieve the look in your Submission. In addition, your Submission must comply with all of the Submission Requirements listed below. **Use of the Sweepstakes Hashtag constitutes your unconditional acceptance of these Official Rules.**

Submission Requirements: Your Submission (which includes your photo entry, photo title, photo description, screen name, and any other description or information provided with your photo) 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.
- Your photo must be in PNG or JPEG format and be in focus; file size must be 8 MB or less; photo must be at least 448 pixels tall by 448 pixels wide.
- You must own all rights to the Submission.
- The Submission must not contain any visible third-party trademarks (other than those of Sephora or the brands sold by Sephora), 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 sweepstakes, 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 libelous or defamatory statements or discriminatory language or material, or other language or material not suitable for a public forum, including but not limited to words, symbols or images that are considered offensive to, or biased against, 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, hateful, vulgar, indecent or obscene behavior, language or material (as determined in Sponsor’s sole discretion), or any other material that is unlawful, harmful, in violation of or contrary to the laws or regulations in any state where the Submission is created, invasive of another’s privacy, abusive, tortious, threatening or harassing to any individual, partnership or corporation, or is otherwise deemed by Sponsor to be objectionable or otherwise unsuitable for a public forum.

- The Submission must not contain any images of medical conditions or claims of medical effectiveness, or any critical comments about other images posted on Sephora's Beauty Board or their authors.
- The Submission must not contain any advertisements, "junk mail," "chain letters," "pyramid schemes," "spam" content or references to other products, offers or websites, or any other form of solicitation.
- The Submission must not contain any email addresses, URLs to other websites (Sephora.com and Sephora properties ok), phone numbers, physical addresses or other forms of contact or personal information.
- The Submission must not contain any computer viruses, worms or other potentially damaging computer programs or files.
- Your Submission otherwise complies with Sephora's Terms of Use (<http://seph.me/VTDbQH>).

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 uploading a Submission, each entrant understands and agrees that the entrant's Submission 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. Entries that do not comply with the Submission Requirements or other provisions of these Official Rules, as determined in Sponsor's sole discretion, may not appear on Sephora's Beauty Board.

Only one entry per person per day is permitted. Entrants are permitted to enter the Sweepstakes once per day, provided that each entry must contain a new Submission. Use of multiple email addresses/accounts to enter more than once per day 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 Sephora registered 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, 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 2, 2017 at 12:00 a.m. (midnight) Pacific Time ("PT") and ends on March 2, 2017 at 11:59 p.m. PT. Entries must be received by 11:59 p.m. PT on March 2, 2017.
6. Selection of Winners: Potential winners will be selected from all eligible entries received during the Sweepstakes Period in a random drawing conducted by Sponsor on March 20, 2017 and will be notified by email. Potential winners will be required to provide Sponsor with their full name, mailing address, telephone number and/or date of birth, and may also be required to complete, sign and return an affidavit of eligibility and liability/publicity release. If the value of a winner's prize is \$600 or more, the winner must supply Sponsor with his/her social security number for tax purposes, and complete (if requested) a W9 form. A winner's prize will be forfeited upon the occurrence of any of the following: (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 seven (7) days of receiving such documents from Sponsor, (iii) the return of a prize or prize notification to Sponsor as non-deliverable; or (iv) the determination by Sponsor that 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. If any alternate winner similarly forfeits the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize to another alternate but if it is unable to do so, the prize will be finally forfeited and Sponsor shall have no further obligation to award the prize. All decisions of Sponsor are final and binding on all entrants. Odds of winning depend on the total number of eligible entries received.

7. Prizes: One (1) grand prize winner will be awarded the grand prize with an approximate prize value of \$860. The grand prize consists of the following:

Grand Prize	Approximate Prize Value
Kat Von D Everlasting Liquid Lipstick Lip Vault	\$240
Kat Von D Everlasting Liquid Lipstick UnNude Lip Bundle	\$120
\$500 Sephora gift card	\$500

Five second place winners will be awarded the runner up prize worth an approximate value of \$120 per prize. The runner up prize consists of the following:

Runner Up Prizes (5)	Approximate Prize Value
Kat Von D Everlasting Liquid Lipstick UnNude Lip Bundle	\$120

Prizes are non-refundable and non-transferable, cannot be combined with any other special offer or promotion and must be accepted as awarded. Sponsor is not responsible for replacing a Sephora gift card prize if lost, stolen, mutilated or is otherwise rendered unusable due to any act or omission of prize winner or any party other than Sponsor. Redemption of gift card prizes is subject to the terms and conditions thereof. 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. Total approximate prize value of all prizes is \$1,460.

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

THAT YOU OWN ALL RIGHTS TO YOUR SUBMISSION;

THAT YOU ARE THE ONLY INDIVIDUAL PICTURED IN YOUR SUBMISSION; 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 SWEEPSTAKES, 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 and the other Sweepstakes Entities 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.

By submitting a Submission, you grant to Sponsor a worldwide, perpetual, irrevocable, royalty-free, sublicenseable, and transferable right and license to display your picture on Sephora's websites and social channels, and to use it in accordance with Sephora's Terms of Use (<http://seph.me/VTDbQH>).

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 OR ANY OTHER SWEEPSTAKES ENTITIES 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 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, each 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, 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, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH WINNER AGREES NOT TO SUE OR BRING ANY LAWSUIT OR MAKE ANY CLAIM UNDER ANY THEORY WHATSOEVER AGAINST THE SPONSOR OR THE OTHER SWEEPSTAKES ENTITIES 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, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH WINNER AGREES TO WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS SPONSOR AND ALL OTHER SWEEPSTAKES ENTITIES 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. 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 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 its 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 entering 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 winners list or a copy of these official rules, send a self-addressed stamped envelope for receipt by March 20, 2018, to: "Sephora's Beauty Board UnNude Lip #Sweepstakes," Sephora: Social Media Group, 525 Market Street, 32nd Floor, San Francisco, CA 94105.
14. Except as provided in these Official Rules 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 and as otherwise permitted by Sephora's Privacy Policy (www.sephora.com/includes/privacy_policy.jhtml).