

**Holiday Giveaway 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**"). 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 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 an 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 (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, view a post (the "**Sweepstakes Post**") from the Sponsor on Sponsor's Sephora Collection Instagram account (@SC) during the Sweepstakes Period announcing the Sweepstakes, and follow the instructions to "like" the Sweepstakes Post and "tag" a friend by mentioning them in a comment to the Sweepstakes Post using the @ sign followed by their Instagram account name (your "**Submission**," which includes both your comment and your Instagram username). Your Submission must also comply with all of the Submission Requirements listed below. To enter the Sweepstakes, you must follow the Sephora Collection Instagram account (@SC) and you must not have set your posts to private in your Instagram account settings. Once you post your Submission as a comment to a Sweepstakes Post, you will be entered into the Sweepstakes, and **your posting of your Submission constitutes your unconditional acceptance of these Official Rules.** Your Submission must remain posted as a comment on that Sweepstakes Post until the winner is selected (see Section 6). All eligible entries carry an equal chance of winning.

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

- Submission must contain text only; no photographs or videos may be included in the Submission.
- You must own all rights to the Submission.
- The Submission must not contain any third-party trademarks, logos, drawings, cartoons, photographs, pictures, or phrases.
- 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 and 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, trolling of others, abusive, tortious, threatening or harassing to any individual, partnership or corporation, racially or religiously biased or offensive, or is otherwise deemed by Sponsor to be objectionable or otherwise unsuitable for a public forum.
- 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, phone numbers, physical addresses or other forms of contact or personal information.

Sponsor may, in its sole discretion, remove a Submission and/or disqualify a Submission that does not comply with these Submission Requirements or that Sponsor otherwise deems to be inappropriate or unresponsive in its sole discretion. In the event of disqualification, the Submission will not be entered into the Sweepstakes.

By posting 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.

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 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, or entries not timely received due to telephone failures, Internet or website failures and disruptions, including without limitation inability to access entrant’s Instagram account, 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 November 19, 2020 at 9:00 a.m. Pacific Time (PT) and ends on November 20, 2020 at 9:00 a.m. PT (the “**Sweepstakes Period**”). Entries must be received during the Sweepstakes Period.
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 November 23, 2020 and will be notified via the Instagram website. The notification will include Sponsor’s contact information, and the potential winner must contact Sponsor within forty-eight (48) hours of the prize notification to confirm eligibility and acceptance of the prize. Potential winner will be required to provide Sponsor with his or her full name, mailing address, telephone number, email address and/or date of birth, and may also be required to complete, sign and return an affidavit/declaration of eligibility and liability/publicity release. 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 forty-eight (48) hours of notification, (ii) the potential winner fails to return any required documents within forty-eight (48) 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 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) winner will be awarded the grand prize with an approximate prize value of \$275. The grand prize consists of following Sephora Collection prize package:

Grand Prize Package	Approximate Prize Value
Wild Wishes Advent Calendar	\$45
Wild Wishes Cream Lip Stain Set	\$30
Wild Eyes Eyeshadow Palette	\$22
Trio Face Palette (Untamed)	\$15
Bright and Beaming Brush Set	\$49

Total Coverage Sponge Set	\$20
Animal Eyes False Eyelashes (Fierce)	\$10
Animal Eyes False Eyelashes (Daring)	\$10
Mini Facial Roller Set	\$25
Face Mask Magic	\$25
Wild Wishes Soap Set	\$14
The Vitamins Masks Kit	\$10

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. 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 OTHER 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 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.

9. 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, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WINNER AGREES NOT TO SUE OR BRING ANY LAWSUIT OR MAKE ANY CLAIM UNDER ANY THEORY WHATSOEVER AGAINST THE SPONSOR, THE OTHER SWEEPSTAKES ENTITIES OR 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, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WINNER AGREES TO WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS SPONSOR, ALL OTHER 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.

10. 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 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.
11. 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.
12. For a winners list or a copy of these Official Rules, send a self-addressed stamped envelope for receipt by November 23, 2022, to: "Sephora Collection Holiday Giveaway Sweepstakes (November 2020)," Sephora: Social Media Group, 425 Market Street, 6th Floor, San Francisco, CA 94105.
13. 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 (if any) 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 (<https://www.sephora.com/beauty/privacy-policy>).

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