

#Divergent Premiere #SephoraGiveaway 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. AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY, OTHER DOCUMENTATION AND BACKGROUND CHECK MAY BE REQUIRED TO RECEIVE THE PRIZE IN THIS SWEEPSTAKES.

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. Summit (as defined below) is not responsible for the collection, submission or processing of entries, the administration of the Sweepstakes, or the selection of winners.
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, Summit Entertainment, LLC (“**Summit**”) or any of their parents, affiliates, subsidiaries, successors and/or assigns, or of Sponsor’s advertising, promotion and fulfillment agencies, and legal advisors 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 (collectively, “**Sweepstakes Entities**”).
4. **To Enter:** To enter the Sweepstakes, take a photo of yourself that represents your adventurous side 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 “#SephoraGiveaway” and “#Divergent” (collectively, the “**Sweepstakes Hashtags**”) 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 Hashtags constitutes your unconditional acceptance of these Official Rules.** Once you post your Submission to Instagram using the Sweepstakes Hashtags, you will be entered into the Sweepstakes. Your Submission must remain posted to your Instagram account until a 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, and 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 other 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 Hashtags, 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 25, 2014 at 1:00 p.m. Pacific Time (“PT”) and ends on February 26, 2014 at 1:00 p.m. PT. Entries must be received by 1:00 p.m. PT on February 26, 2014.
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 by February 28, 2014 and will be notified via the Instagram website. The notification will include Sponsor’s contact information, and the potential winner must contact Sponsor within three (3) 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 will be required to execute an affidavit of eligibility and liability/publicity release. The prize will be forfeited if: (i) the potential winner fails to confirm acceptance of the prize and eligibility within three (3) 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) grand-prize winner will be awarded a grand prize with an approximate prize value of \$2,491.00. The grand prize consists of a three-day/two-night trip for two people (grand prize winner and one guest chosen by grand prize winner who must be at least 18 years of age and the age of majority in his or her state of primary residence as of the date of departure) to Los Angeles, California. The grand prize will include round trip economy class airfare from the nearest major U.S. airport to the grand prize winner’s home (grand prize winner and guest must travel to and from the same airport and have the same travel itinerary), hotel accommodations (double occupancy, room and tax only), two \$40 gift certificates for hair styling at Drybar in Los Angeles, face makeovers from a Sephora makeup artist while in Los Angeles, two Divergent Beauty Bundles (each Divergent Beauty Bundle consists of 1 Divergent Limited Edition Multi-Piece Collector’s Kit (\$59.50), 1 Divergent Limited Edition Multi-Piece Collector’s Palette (\$28.50) and 1 Divergent Limited Edition 7-Piece Nail Art Kit (\$27.50)), \$100 Uber ride credit or equivalent transportation stipend, and, subject to Summit’s preapproval (see below), two tickets for the winner and guest to attend the premiere screening of the motion picture “Divergent” (the “**Picture**”) in Los Angeles, currently scheduled to be held on March 18, 2014 (the “**Premiere**”) (collectively, the “**Grand Prize Trip Package**”). Sponsor reserves the right to structure the grand prize and select airline and hotel accommodations at its sole discretion. All other expenses related to acceptance of the grand prize not explicitly listed herein as being part of the grand prize are the responsibility of the grand prize winner, including but not limited to: beverages, food, fax, gratuities and tips, insurance, laundry service, merchandise, ground transportation,

parking, room service, service charges, souvenirs and telephone calls. Airline carrier and hotel regulations and conditions apply. Travel arrangements for the guest (who must have the same travel itinerary as winner) must be booked at the same time as winner and the full name of the guest must be given prior to the time of booking. Prior to the the time of booking, the guest must complete, sign and return to Sponsor an affidavit of eligibility, a liability release, and (where imposing such condition is legal) a publicity release. Travel arrangements cannot be changed following booking. **Travel for the grand prize must coincide with the Premiere (currently scheduled to take place in March 18, 2014).** Certain restrictions, blackout dates and conditions may apply and travel cannot be taken during holiday weekends. Exact travel dates are subject to space availability and approval of Sponsor.

ATTENDANCE AT THE PREMIERE IS SUBJECT TO SUMMIT'S PREAPPROVAL AND SUMMIT MAY REQUIRE THE WINNER AND GUEST TO SUBMIT TO A BACKGROUND CHECK IN ORDER TO DETERMINE WINNER AND GUEST'S ELIGIBILITY TO ATTEND THE PREMIERE. The Grand Prize Winner agrees to cooperate with Summit, including but not limited to providing Summit with additional information or authorizations regarding the Grand Prize Winner or Guest in connection with Summit's preapproval process. If the winner is not approved by Summit to attend the Premiere (but is otherwise eligible to win this Sweepstakes), the winner may elect, at his or her option, to either (1) receive the cash value of the grand prize (\$2,491) in lieu of the Grand Prize Trip Package described above, or (2) receive the items listed in the Grand Prize Trip Package excluding the tickets to the Premiere. Nothing set forth herein shall be construed to require Sponsor or Summit to hold the Premiere at any particular time, or at all. In the event the Grand Prize Winner and/or his or her Guest engages in behavior that, as determined by Sponsor or Summit in their sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor and Summit reserve the right to terminate the trip or other applicable experience early, in whole or in part, and send the Grand Prize Winner and/or his or her Guest home with no further compensation.

All prizes are awarded "AS IS" and the Sponsor has not made any warranty, representation, or guarantee, express or implied, about any aspect of the prizes. 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 the prize, or a prize or prizes of equal or greater value. Applicable federal, state or local taxes and any other costs or expenses associated with the prize are the sole responsibility of each winner. There will be no other prizes. The prize will be awarded. Prizes (other than the prizes associated with the trip) will be delivered to the confirmed winners to a valid U.S. address within three weeks of a prize winner's confirmation.

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, YOU ARE THE 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 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, 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 (and the guest of the grand prize winner) grants to Sponsor and Summit, where permitted by law, the right to publish and use in perpetuity his/her name, city and state of residence, Submission (including Instagram username), portrait, image, photograph, biographical information, picture, voice, likeness and comments without notification, review or approval, and without additional consideration, compensation or obligation, in any and all media now or hereafter known throughout the world, including the Internet, in any manner whatsoever, to advertise and promote Sponsor and Summit, their respective products and services, the Picture or for any other purpose except where prohibited by law. To receive a prize, the winner and guest shall be required to complete, sign and return an affidavit of eligibility and liability/publicity release.

BY ACCEPTING A PRIZE, THE WINNER (AND GUEST OF 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 OR ANY SWEEPSTAKES-RELATED ACTIVITY. IN ADDITION, THE WINNER (AND GUEST OF 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 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 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 the name of the winner or a copy of these official rules, send a self-addressed stamped envelope for receipt by March 04, 2015, to: "#SephoraDivergent Premiere Giveaway Sweepstakes," Sephora: Social Media Group, 525 Market Street, 32nd Floor, San Francisco, CA 94105.
14. Except as provided in Paragraphs 8 and 10 relating to the use of the Submissions and of certain winner information, the Submissions and personal information collected from each entrant with respect to the Sweepstakes will be used by Sponsor and Summit for the purposes of administration of the Sweepstakes.

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