

## Sephora Beauty Insider Sweepstakes Official Rules

**NO PURCHASE OR POINT REDEMPTION NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Sephora Beauty Insider Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including the District of Columbia) and Canada who are at least eighteen (18) years old and who are Sephora Beauty Insider members in good standing in accordance with the Beauty Insider Terms & Conditions at the time of entry. Beauty Insider membership is free. **Winner must have a valid social security number or a valid personal tax identification or he/she will be ineligible to win the prize.** Employees of Sephora USA, Inc., parent and affiliate companies, Merkle Inc., J.C. Penney Company, Inc. Sephora inside JCPenney store, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Sephora USA, Inc., 525 Market St, San Francisco, CA 94105, U.S.A. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.

**3. Timing:** The Sweepstakes begins on March 19, 2020, at 12:00 am Pacific Time ("PT") and ends on March 28, 2020, at 11:59pm PT (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, there are two (2) ways to enter the Sweepstakes, as outlined below.

- a. **Redeem Points:** Visit <https://www.beautyinsidersweeps.com> (the "Website") and follow the links and instructions to register for the Sweepstakes by providing the email address associated with your Beauty Insider account. Next, follow the instructions listed on the Website to redeem 250 Beauty Insider points to receive one (1) entry into the Sweepstakes.

**All Beauty Insider Points redeemed will be deducted from your account between April 1, 2020, and April 6, 2020.**

- b. **Alternate Method of Entry:** To enter without redeeming Beauty Insider Points, hand-print your name, address, day and evening phone numbers, email address associated with your Beauty Insider account, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to the address indicated below. You must also include a handwritten sentence on the 3" X 5" paper with an answer: "My favorite product carried by Sephora is \_\_\_\_." ("Submission").

Residents of the United States (including D.C.):

"Sephora Beauty Insider Sweepstakes--March," c/o Merkle Inc., P.O. Box 5394, Department #844084, Kalamazoo, MI 49003-5394, U.S.A.

Residents of Canada:

"Sephora Beauty Insider Sweepstakes--March," c/o Merkle Inc., P.O. Box 246, Department SephoraBeauty, Pickering, ON CA L1V 2R4.

Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, Administrator, or any other person or party, or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any Submission that it finds unlawful or in violation of these Official Rules, all in its sole discretion. You will receive one (1) entry into Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by March 28, 2020, and received by April 3, 2020. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected, or postage-due entries, which will be disqualified.

Limit: You may receive up to 50 Sweepstakes entries during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

**5. Grand Prize Drawing:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential winner from all eligible entries received during the Promotion Period in Southfield, MI, on or around 12pm PT on April 13, 2020. The potential winners will be notified by email or phone. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited a Publicity Release ("Declaration"), which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. The Declaration will request that each potential winner provide their social security number or tax identification number. If a Canadian resident, the potential winner will be required to correctly answer a time-limited, skill-testing question without any assistance in order to be eligible to receive a prize. If a potential winner is a Canadian resident, he/she will be required to complete IRS Form W-8BEN. If the potential winner is a Canadian resident and the question is answered incorrectly, the prize will be forfeited. If the potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain unawarded. Prize will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes.

**6. Prize: ONE (1) GRAND PRIZE:** If winner is a resident of the United States, he/she will receive a \$250,000 USD check. If the winner is a resident of the United States, he/she will receive an IRS form 1099 and will be responsible for all taxes associated with acceptance of the prize.

If the winner is a resident of Canada, Sponsor will deduct 30% of the value of the prize and remit it to the IRS (the United States tax agency) as required by law. Winner will receive a U.S tax form 1042 from the Administrator reflecting the total value of the prize, including the deducted amount, and the withholding amount submitted to the IRS will be noted separately. Therefore, if winner is a resident of Canada, he/she will receive a \$175,000 USD check.

For All Prizes: Prize is nontransferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater

value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

**7. Release:** By receipt of prize, winner agrees to release and hold harmless Sponsor, J.C. Penney Company, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state/province for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion and subject to the approval of the Régie des alcools, des courses et des jeux. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Sweepstakes or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged, or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in

connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan. For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.sephora.com/privacy-policy>.

**13. Winner List:** For a winner list, visit <https://bit.ly/2Sl0AoP>. The winner list will be posted after winner confirmation is complete.

**14. Sweepstakes Emails:** By participating in the Sweepstakes, you agree to receive emails related to the Sweepstakes, including, but not limited to, a registration confirmation email.

**15. Unsubscribe:** To opt out of future marketing messages from Sponsor, [click here](#).

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