

COVERGIRLMADE SWEEPSTAKES

Official Rules

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

You are providing your information to the Sponsor and the Administrator. **Use of Data:** Sponsor and Administrator will be collecting personal data about Entrants online, in accordance with each of their privacy policies. **Trust is a cornerstone of Sponsor's corporate mission, and the success of its business depends on it. Sponsor is committed to maintaining your trust by protecting personal information it collects about you, its consumers.** Please review Sponsor's privacy policy <https://www.coty.com/privacy-policy> and Administrator's privacy policy at <http://www.cfapromo.com/privacy/>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's and Administrator's privacy policies.

1. Eligibility: The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia, who are eighteen (18) years of age or older at the time of entry. Employees of Sponsor, Administrator, and each of their respective shareholders and any of their respective affiliates, subsidiaries, members, participating vendors, promotion or advertising agencies, or any other company involved with the design, production, execution or distribution of the Sweepstakes (the "**Promotion Entities**") and immediate family members and/or those living in the same household of each of the foregoing are not eligible. "Household member" shall mean people who share the same residence at least 3 months in a 12-month period. **Void where prohibited by law.** All federal, state, and local laws and regulations apply.

2. Sponsor and Administrator: **Sponsor:** Noxell Corporation, 11050 York Road, Hunt Valley, MD 21030-2098 ("**Sponsor**"). **Administrator:** Cohen-Friedberg Associates, LLC, Framingham, MA 01702 www.cfapromo.com ("**Administrator**").

3. Agreement to Official Rules: Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and legally binding in all respects.

4. Timing: The **COVERGIRLMADE SWEEPSTAKES** (the "**Sweepstakes**") begins 12:00:01 a.m. (Start of Day) Eastern Time ("**ET**") on Monday, October 16, 2017 and ends 11:59:59 p.m. ET on Saturday, June 30, 2018 (the "**Sweepstakes Period**"). There will be thirty-seven (37) drawing periods ("**Drawing Periods**") to award one (1) prize in each Drawing Period (see Rules #8 below). Potential winners will be randomly selected by the Administrator from all eligible entries submitted during the relevant Drawing Period. The random drawing prize will be sent to the address provided in the response to the winner's notification from the Administrator. Sponsor shall have no liability for any notification (if any) or delivery that is lost, intercepted, returned, refused or not received for any reason. If prize is returned as unclaimed or undeliverable, such potential winner will forfeit prize and at Sponsor's discretion, an alternate potential winner may be selected. If any potential winner is found to be ineligible, or if has not complied with these Official Rules or declines a prize for any reason, such potential winner will be disqualified and at Sponsor's discretion, an alternate potential winner may be selected.

5. Prizes: Only the prizes listed below will be awarded in each relevant Drawing Period.

Each drawing will award one (1) Prize:

Drawing #1 Prize (drawing date 10/23/17): Two (2) tickets to a Katy Perry Tour Concert closest to the winner's home address. Tickets only-no transportation provided. Approximate retail value \$499. Sponsor to determine at its sole discretion the concert date, location, section and seat location.

Drawing #2 - #37: Each winner will receive a COVERGIRL® product package. Approximate retail value \$250 each.

Sponsor will not replace any lost, mutilated, undeliverable, returned, refused or stolen prizes. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winner is responsible for any and all applicable local, state, and/or federal taxes (if any). Actual value may vary based on local market conditions. Winner will not receive difference between actual and approximate retail value.

Odds: Odds of winning depend on the number of eligible entries received during the relevant Drawing Period.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSORS HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

6. How to Enter:

- Visit the Sponsor's Instagram page at <https://www.instagram.com/covergirl/>
- Follow [@covergirl](https://www.instagram.com/covergirl/)
- Go to the weekly post found at <https://www.instagram.com/covergirl/> and comment on that week's post, tag a friend along with that week's hashtag (found in that week's post) plus **#sweepstakes**.

No posts may be obscene, pornographic, violent, cruel, mean spirited, offensive in any manner, or in any other way not suitable to be published. If an entry falls into this category, it may become void in the sole discretion of the Sponsor, or Administrator.

Winners will be contacted via Direct Message within two (2) days of the relevant drawing by the Administrator. Winner must reply within (24) hours of initial prize notification with winner's complete name, mailing address, email address and age or an alternate winner will be selected.

Limit: You may visit the site and tag a new friend one (1) time per Drawing Period, no entry is carried forward to any other drawing (if any remain). To enter all thirty-seven (37) unique drawings you must enter a minimum of one (1) time

per Drawing Period (see below schedule). By tagging a friend you signify your agreement to these Official Rules. Entries in excess of any stated limitation and entries generated by script, macro software-generated, bots or other automated means or any means that subvert the entry process will be void. All entries become the property of Sponsor.

Drawing Periods:

Drawing Period Number:	Starts at 12:00:01 a.m. ET	Ends at 11:59:59 p.m. ET	Anticipated Drawing Date:	Number of prizes to be awarded
Drawing #1	10/16/17	10/22/17	10/23/17	1 prize
Drawing #2	10/23/17	10/29/17	10/30/17	1 prize
Drawing #3	10/30/17	11/5/17	11/6/17	1 prize
Drawing #4	11/6/17	11/12/17	11/13/17	1 prize
Drawing #5	11/13/17	11/19/17	11/20/17	1 prize
Drawing #6	11/20/17	11/26/17	11/27/17	1 prize
Drawing #7	11/27/17	12/3/17	12/4/17	1 prize
Drawing #8	12/4/17	12/10/17	12/11/17	1 prize
Drawing #9	12/11/17	12/17/18	12/18/17	1 prize
Drawing #10	12/18/17	12/24/17	12/25/17	1 prize
Drawing #11	12/25/17	12/31/17	1/1/18	1 prize
Drawing #12	1/1/18	1/7/18	1/8/18	1 prize
Drawing #13	1/8/18	1/14/18	1/15/18	1 prize
Drawing #14	1/15/18	1/21/18	1/22/18	1 prize
Drawing #15	1/22/18	1/28/18	1/29/18	1 prize
Drawing #16	1/29/18	2/4/18	2/5/18	1 prize
Drawing #17	2/5/18	2/11/18	2/12/18	1 prize
Drawing #18	2/12/18	2/18/18	2/19/18	1 prize
Drawing #19	2/19/18	2/25/18	2/26/18	1 prize
Drawing #20	2/26/18	3/4/18	3/5/18	1 prize
Drawing #21	3/5/18	3/11/18	3/12/18	1 prize
Drawing #22	3/12/18	3/18/18	3/19/18	1 prize
Drawing #23	3/19/18	3/25/18	3/26/18	1 prize
Drawing #24	3/26/18	4/1/18	4/2/18	1 prize
Drawing #25	4/2/18	4/8/18	4/9/18	1 prize
Drawing #26	4/9/18	4/15/18	4/16/18	1 prize
Drawing #27	4/16/18	4/22/18	4/23/18	1 prize
Drawing #28	4/23/18	4/29/18	4/30/18	1 prize
Drawing #29	4/30/18	5/6/18	5/7/18	1 prize
Drawing #30	5/7/18	5/13/18	5/14/18	1 prize
Drawing #31	5/14/18	5/20/18	5/21/18	1 prize
Drawing #32	5/21/18	5/27/18	5/28/18	1 prize
Drawing #33	5/28/18	6/3/18	6/4/18	1 prize
Drawing #34	6/4/18	6/10/18	6/11/18	1 prize
Drawing #35	6/11/18	6/17/18	6/18/18	1 prize
Drawing #36	6/18/18	6/24/18	6/25/18	1 prize
Drawing #37	6/25/18	7/1/18	7/2/18	1 prize

If you opt to access the Sweepstakes via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier

charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

LIMIT: Entries in excess of any stated limitation and entries generated by script, macro or other automated means or any means that subvert the entry process will be void. All entries become the property of Sponsor.

7. Winner Requirements: Acceptance of any prize shall constitute winner's agreement and consent to Sponsor and its designees' use of Winner's name, city, state, likeness, photo, avatar, and/or prize information in connection with this Sweepstakes (collectively, the "**Attributes**"), for promotional, advertising or other purposes, in any manner perpetually, worldwide, royalty-free, in any and all media now known or hereafter devised, including the Internet, without limitation and without further compensation, notification, permission or other consideration, (except where prohibited by law), and releases the Promotion Entities from all claims arising out of the use of such Attributes.

8. Drawing Date: Random drawings will be conducted by the Administrator based on the schedule listed in Rule #6 above from among all eligible entries received during the relevant Drawing Period. The drawing will be conducted under the supervision of an independent judging organization, whose decisions are final and legally binding in all Sweepstakes drawing related matters.

Conduct of the Sweepstakes and the drawing are under the supervision of the Administrator.

9. Release of Liability / Conditions of Participation.

A. Transmission of Information. Neither Sponsor, Administrator, the Promotion Entities, prize suppliers, nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns (the "**Released Parties**") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this 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 this Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection of entries, the announcement of the Prizes or in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; nor (7) loss or damages resulting from an entrant's connection to the internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mistranscribed, misdirected or undeliverable entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed

computer transmission or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

B. Fraud; Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine winners from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. Release and Indemnity. By participating, entrant indemnifies, releases and agrees to hold harmless the Released Parties, their parents, affiliates, members and subsidiaries, and other entities involved in the development / production / administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.

10. FORCE MAJEURE. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, terrorism or threats of terrorism, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes selecting the prize winner(s) for the relevant Drawing Period from among all eligible entries received for such relevant Drawing Period prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion.

11. DISPUTE RESOLUTION/GOVERNING LAW. 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 appropriate federal or state court in the state New York; (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) unless otherwise prohibited, 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 New York, without giving effect to any choice of law or conflict of law rules (whether of the state of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of New York.

12. Winners List: For the name of the winners (available after 7/12/18), send a stamped self-addressed envelope to: **COVERGIRLMADE SWEEPSTAKES** Winners, PO Box 2312, Framingham, MA 01703-2312, for receipt by 7/26/18.

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