

**e.l.f. Beautyscape Contest 2019**

**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, CANADA (EXCLUDING QUEBEC), AND THE UNITED KINGDOM WHO ARE AT LEAST 21 YEARS OLD AT THE TIME OF ENTRY.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**WINNERS MUST BE ABLE TO TRAVEL FROM 11/14/19 – 11/17/19 OR THE PRIZE WILL BE FORFEITED.**

The e.l.f. Beautyscape Contest 2019 (“Contest”) is sponsored by e.l.f. Cosmetics, Inc., 570 10<sup>th</sup> St. Oakland, CA 94607 (“Sponsor”), and is administered by Prize Logic, LLC, 25200 Telegraph Rd., Suite 405, Southfield, MI 48033 (“Administrator”).

- 1. CONTEST PERIOD:** The Contest begins on September 20, 2019 at 2:00 PM Pacific Time (“PT”) and ends on October 21, 2019 at 11:59:59 PM PT (“Contest Period”). The Sponsor’s computer is the Contest’s official clock.
- 2. ELIGIBILITY:** Each Contestant (defined below) must be a legal resident of the fifty (50) United States or the District of Columbia, Canada (excluding Quebec), or the United Kingdom and be at least twenty-one (21) years old at the time of entry. Void in Quebec and where prohibited or restricted by law. Employees of Sponsor (including sales representatives), Administrator, Duncan Channon, and each of their respective parents, affiliate companies, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters and companies involved in the implementation and execution of the Contest (collectively, “Contest Entities”) and each of their respective immediate family members (*i.e.*, spouse, parent, child, sibling and the “steps” of each, regardless of where they live) and persons living in the same household of each are not eligible to enter or win the Contest. All federal, state, provincial, territorial, and local laws apply.

Participation constitutes Contestant’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 Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. All entrants must have access to the Internet in order to participate in the Contest. Sponsor and Administrator reserve the right to verify the eligibility of winners.

- 3. HOW TO ENTER:** During the Contest Period, eligible contestants (“Contestants” and each, a “Contestant”) may enter by visiting [www.elfbeautyscape.com](http://www.elfbeautyscape.com) (“Website”) where he/she will be routed to login to his/her Instagram account. The Contestant must then submit the requested registration information including his/her first and complete last name (no initials), street address (no P.O. Boxes), city, state/province/territory/county (for UK residents), ZIP Code/Postal Code, e-mail address, telephone number, date of birth, and agreement to these Official Rules. After registering, Contestant will receive a registration confirmation email with

instructions to post his/her photograph on Instagram. Contestant must then log on to his/her Instagram account, follow @elfcosmetics and post one (1) new photograph showing his/her best colorful makeup look inspired by the Bahamas with a statement eye or lip (tropical vibes only) (the "Photograph") along with both hashtags #beautyscape2019 and #elfcontest and include @elfcosmetics (collectively, the "Entry"). If entrant submits multiple photos on a single post, his/her entry will not be eligible for this Contest.

There is a limit of one (1) Entry per Contestant per day, during the Contest Period. For purposes of this Contest, a "day" is defined as starting at 12:00 AM PT and ending at 11:59:59 PM PT, except on September 20, 2019 when a day will start at 2:00 PM PT.

Contestant must have a non-private Instagram account. If the Contestant does not have a non-private Instagram account, he/she can create one at no cost from the Instagram app. Please note that the Contestant must agree to comply with the Instagram Terms of Use (<https://www.instagram.com/about/legal/terms/>) and Privacy Policy (<https://www.instagram.com/about/legal/privacy/>) in order to participate in this Contest. By participating in the Contest, Contestant understands that he or she is providing his or her requested registration information to Sponsor and Administrator and not Instagram, LLC ("Instagram"). Further, Contestant specifically agrees to release Instagram from any and all liability associated with this Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or any of its affiliates.

By submitting an Entry, each Contestant agrees that his/her Entry complies with these Official Rules, including the Entry Guidelines and Requirements set forth in Section 4 of these Official Rules. Each Contestant also agrees that Sponsor or Administrator may disqualify the Contestant from the Contest if Sponsor or Administrator believes, in their sole and absolute discretion, that an Entry fails to comply with these Official Rules. If Sponsor or Administrator rejects any Entry, such Entry will be disqualified and will not be considered a valid Entry.

By participating in this Contest, Contestant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Contest in the entry and any online social sharing interaction that references the Contest or that is used to obtain entries in connection with this Contest. The hashtags #beautyscape2019 and #elfcontest as well as @elfcosmetics should be included in all social media communications sent pursuant to the Contest. Sponsor and Administrator reserve the right in their sole discretion to disqualify any Contestant who does not adequately disclose his or her participation in this Contest while engaging in any online social sharing interaction involving the Contest during the Contest Period.

**By entering, each Contestant warrants and represents the following with respect to his/her Entry: (a) the Entry will not infringe on any rights of any third parties and (b) that Contestant has not and will not take any action that interferes with the rights granted to Sponsor under these Official Rules.**

By submitting an Entry, Contestant hereby grants permission for the Entry to be posted on the Sponsor's website or other website(s) and social media platforms for public view during the Contest Period and after the Contest has ended.

**If a Contestant enters the Contest on his/her mobile device, message and data rates may apply.** Contestants should consult their wireless service provider regarding its pricing plans. Entrants should review their mobile device's capabilities for specific app instructions.

**4. ENTRY GUIDELINES AND REQUIREMENTS:** Each Entry:

- A. Must be in English (commonly used foreign words are acceptable);
- B. Photographs must comply with Instagram's posting requirements;
- C. Must be entirely the original work of the Contestant;
- D. Must not have been submitted previously in another promotion of any kind;
- E. Must have approval from any persons appearing in the Entry and the Contestant must be able to provide express written consent of every such person appearing in the Entry (or if such person is under the age of majority in the jurisdiction where such person resides, then express written consent of such person's parent/guardian) to Sponsor and/or Administrator if requested;
- F. Must not include personally identifiable information (other than image(s));
- G. Sponsor discourages use of any logos, brand names or trademarks other than Sponsor's, which Sponsor has granted Contestant a limited license to use for purposes of this Contest as set forth in Section 5 of these Official Rules. Use of logos, brand names or trademarks may be permitted provided such brand names or logos are not prominently featured and such brands names or logos are not from other beauty/cosmetics companies. Sponsor reserves the right to disqualify any Entry, if Sponsor believes, in its sole and absolute discretion, that there is any inappropriate use of a logo, brand name, or trademark;
- H. Must comply with all other provisions of these Official Rules;
- I. Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- J. Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
  - i. any cruelty to, or mistreatment in any way of animals;
  - ii. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - iii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
  - iv. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- K. Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- L. Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- M. Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created or posed from or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behavior.

**5. SPONSOR'S IP AND GENERAL ENTRY TERMS:** Sponsor grants Contestants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of participating in this Contest. Contestants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, Contestants recognize that all rights, title, and interest in Sponsor's IP shall vest

exclusively to Sponsor, and Contestant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to Contestant in these Official Rules is transferred or created. Each Contestant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that Contestant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Contestants agree that the use of Sponsor's IP is permitted only for the purpose of making an Entry in this Contest, and that any use of Sponsor's IP (whether in the Entry or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

Once an Entry is entered into the Contest, any such posting will be deemed made at the direction of the Contestant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH CONTESTANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZE STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH ENTRY BY SPONSOR. If requested, Contestant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Contestant is granting to use the Entry.

**6. JUDGING:** At the conclusion of the Contest Period, all eligible Entries received during the Contest Period will be judged by qualified independent judges selected by Sponsor in its sole discretion ("Judges"). The Judges will score each Entry according to the following weighted criteria: (i) "Relevance to the e.l.f. Cosmetics Brand": 30%; (ii) "makeup application skills": 30%; (iii) "creativity of the Entry": 20%; (iv) "Photo Quality": 10%; and (v) "Community Appeal": 10%. All of these factors determine the Entry's overall "Judges' Score". The twenty-five (25) Contestants whose Entries receive the highest Judges' Score will be named the potential prize winners, pending verification of eligibility and compliance with these Official Rules. If a sufficient number of Entries are not received during the Contest Period, Sponsor reserves the right to select fewer than the stated number of potential winners. In the event of a tie, the highest score in criterion (i) "Relevance to the e.l.f. Cosmetics Brand" will be used to break any ties. If a winner is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the Entry with the next-highest Judge's Score will be named the potential winner. In no event will there be more than twenty-five (25) winners selected in the Contest. Administrator's, Judge's and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the winners.

**7. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):**

**A. Prizes (25):** The prize is a trip to the Bahamas ("Prize"). Prize includes: roundtrip coach class airfare for one (1) person (the winner only) between the major commercial airport closest to winner's residence (as determined by Sponsor in its sole discretion) and the Bahamas; four (4) days and three (3) nights hotel accommodations at a hotel selected by Sponsor in its sole discretion (single room occupancy); catered meals in the Bahamas for duration of stay (details of catered meals, including but not limited to the actual cost, will be determined by Sponsor in its sole discretion); access to exclusive programming and activities that form the Beautyscape event in the Bahamas; and the opportunity to participate in the Beautyscape 2019 event. There will be twenty-five (25) Prizes total. The ARV of each Prize is \$6,000 USD / £5,440 / \$7,942 CAD. The actual value of the Prize may vary based on airfare fluctuations and

the distance between departure and destination. Any difference between the stated ARV and actual value of the Prize will not be awarded.

During the Beautyscape event in Cable Beach at the SLS Baha Mar, the Beautyscape contest winners will be eligible to compete in an additional contest. The details of this additional contest will be provided at the Beautyscape event. The additional contest will have up to five (5) individual winners, each of whom will win the opportunity to collaborate with e.l.f. in designing a limited-edition cosmetics collection and a \$10,000 cash prize. The five (5) winners will be selected by qualified judges and will be judged based on objective judging criteria. No more than five (5) winners be selected at the event. The aggregate of the cash prizes is \$50,000 (five [5] individual winners x \$10,000).

- B. General Prize Restrictions and Limitations:** Winners must travel on November 14, 2019 and return on November 17, 2019 or the prize will be forfeited. Travel dates are selected by Sponsor and are subject to change at the Sponsor's sole discretion. All travel arrangements must be reserved and scheduled by November 7, 2019 or the Prize may be forfeited, at Sponsor's sole discretion. All travel arrangements (including flights) and hotel accommodation booking arrangements will be administered by Sponsor's authorized designee. Travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at Sponsor's sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's travel prize supplier, as detailed in any contract issued by such supplier.

All costs and expenses not specifically included herein are solely each winner's responsibility. Each winner is solely responsible for obtaining any desired or necessary travel documents (including government-issued photo identification or any documentation necessary for international travel). Each Prize winner is solely responsible for obtaining identification documents necessary for entering into and travel within the Bahamas, points of destination within the Bahamas, and return to the country of the winner's residence. Sponsor is not responsible if for any reason a Prize winner is denied entry into the Bahamas. Each winner hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Prize. Each winner is responsible for all in-room charges (e.g., mini-bar, movies), telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities and any other fees and expenses not specifically mentioned in these Official Rules. Each winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card.

If the Beautyscape event or any other element of the Prize is delayed, postponed, canceled or unavailable for any reason, the winner will not be reimbursed for that portion of the Prize. Prizes are awarded pursuant to a revocable, nontransferable license that is personal to the winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. A violation of these restrictions shall revoke winner's license, and may result in the prize not being honored. Sponsor reserves the right to remove or to

deny entry to any winner if such winner violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the Beautyscape event.

If after a good-faith attempt Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. EACH U.S. RESIDENT WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE, PROVINCIAL, TERRITORIAL, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

In no event will more than twenty-five (25) Prizes be awarded. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize, or component thereof, of equal or greater value in case of unavailability of a Prize, or component thereof, or force majeure.

8. **HOW TO CLAIM A PRIZE:** On or about October 31, 2019 the potential winners will be notified via email at the email address provided during registration (the "Notification"). Each winner must then respond to the Notification within two (2) calendar days and provide the requested information.

Each potential winner will be sent an Affidavit of Eligibility/Liability & Publicity Release (for United States residents unless prohibited by law), or Declaration of Compliance (for Canadian and United Kingdom residents), by e-mail. Before being declared a winner, a potential winner will be required to execute and return the Affidavit of Eligibility/Liability & Publicity Release (where legal), or Declaration of Compliance within two (2) calendar days from the date it is sent by the Sponsor or its representative, or the Prize may (in Sponsor's sole discretion) be forfeited.

If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize or, if Sponsor or its authorized designee is unable to contact a potential winner, or a Prize is returned undeliverable, the Prize will be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to the Contestant with the Entry that received the next-highest Judge's Score, as determined by Sponsor in its sole and absolute discretion.

Each potential winner will be required to furnish government-issued proof of identification. Sponsor is not responsible for any winner's privacy or spam filter settings which may divert any Contest message or e-mail, including any notification, to a spam or junk folder. Each Prize will only be awarded to a verified winner. Contest Entities shall not be held responsible for any delays in awarding a Prize for any reason.

EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**9. LIMITATION OF LIABILITY:** By participating in this Contest, Contestants agree that the Contest Entities, Instagram, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (“Released Parties”) are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website’s users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest. The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person’s computer related to or resulting from participating in the Contest and/or accepting the Prize. The Released Parties shall not be responsible or liable for Entries that are entered by any automated computer, program, mechanism or device, for any Entries in excess of the stated limit or for Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Entries may, in Sponsor’s sole discretion, be disqualified.

If, for any reason, an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an Entry in the Contest, the Contestant’s sole remedy is to enter the Contest again to receive another Entry. If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winner(s) in a manner it deems fair and reasonable including the selection of winner(s) from among eligible Entries received prior to such cancellation, termination, modification or suspension.

By entering the Contest, each Contestant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest to the extent permitted by applicable laws; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, outside attorneys’ fees) that may arise in connection with: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the Contestant’s Entries, participation or inability to participate in the Contest, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Contest materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of Prize, (e) any change in the Prize due to unavailability or due to reasons beyond Sponsor’s control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or

actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an Contestant, (j) interruption or inability to access the Contest, any other Contest-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Contestant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), or (p) the negligence or willful misconduct by Contestant.

In the event (i) winner engages in behavior during travel to/from or participation or involvement in or during the Beautyscape event that (as determined by Sponsor or Administrator in their sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos (including, for example, if winner posts about Sponsor or Sponsor's products on social media during Beautyscape without using required disclosures), or (ii) winner fails to participate in Beautyscape activities, including while in the Bahamas, Sponsor reserves the right to terminate the travel and/or event early, and send winner home with no further obligations or compensation whatsoever to winner (which may, in Sponsor's sole discretion, result in such winner's disqualification from the Contest and forfeiture of the prize). In the event winner engages in behavior during travel to/from or participation or involvement in or during the Beautyscape event that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to fines, arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. SPONSOR AND ADMINISTRATOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER'S USE OF THE PRIZE.

IN RESPECT OF LEGAL RESIDENTS OF THE UNITED KINGDOM, NOTHING IN ANY PART OF THESE RULES RESTRICTS OR LIMITS SPONSOR'S RESPONSIBILITY FOR:

- A. DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE;
- B. CLAIMS THAT ARE DUE TO THE FAULT OF SPONSOR (TO THE EXTENT THAT SUCH CLAIM WAS REASONABLY FORESEEABLE),
- C. FRAUD; OR



D. FRAUDULENT MISREPRESENTATION (I.E. WHERE SPONSOR HAS DELIBERATELY TOLD YOU SOMETHING THAT WAS UNTRUE WHICH HAS CAUSED YOU TO ENTER INTO THE CONTEST).

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS 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 LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**10. INTELLECTUAL PROPERTY.** BY SUBMITTING AN ENTRY, CONTESTANT AGREES THAT ALL CONTEST SUBMISSIONS THAT CONTESTANT MAY SUBMIT TO SPONSOR OR ADMINISTRATOR OR OTHERWISE POST IN CONNECTION WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA ELECTRONIC MAIL OR INSTAGRAM OR SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS IDENTIFIED IN SPONSOR'S PRIVACY NOTICE (AVAILABLE AT [HTTP://WWW.ELFCOSMETICS.COM/PRIVACY\\_POLICY](http://www.elfcosmetics.com/privacy_policy) OR [HTTPS://WWW.ELFCOSMETICS.CO.UK/PRIVACY-NOTICE/PRIVACY-POLICY.HTML](https://www.elfcosmetics.co.uk/privacy-notice/privacy-policy.html), AS APPLICABLE), ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR AND ADMINISTRATOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH ENTRIES. SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE ENTRIES TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO CONTESTANT OR ANY THIRD-PARTY. CONTESTANT HEREBY GRANTS TO SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS, RENEWABLE AT THE SPONSOR'S OPTION, AN IRREVOCABLE, AND WORLD-WIDE LICENSE TO USE AN ENTRY IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE ENTRY, CONTESTANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. CONTESTANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE ENTRY, AND AGREES THAT IF SPONSOR ELECTS TO USE THE ENTRY FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO CONTESTANT'S ENTRY OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. CONTESTANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE CONTESTANT'S ENTRY, CONTESTANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE ENTRY CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, CONTESTANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE ENTRY .

**11. DISPUTES:** THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK USA. EXCEPT WHERE PROHIBITED, EACH CONTESTANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST 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 NEW YORK OR THE APPROPRIATE STATE COURT LOCATED IN BOROUGH OF MANHATTAN, NEW YORK; AND (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

Further, Contestants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased.

**12. PRIVACY NOTICE:** The Sponsor is the data controller in respect of Contestant personal information that the Sponsor collects and processes to administer the Contest and Prize as further described in these Official Rules. The Sponsor will share Contestant personal information with the Administrator.

The Sponsor and the Administrator will collect the personal information submitted by a Contestant which will include the Contestant's first and complete last name, street address, city, state/province/territory/county (for UK residents), ZIP code / postal code, e-mail address, telephone number and date of birth.

Any personal information sent to, shared with or collected by Sponsor in connection with the Contest is subject to Sponsor's Privacy Notice ([http://www.elfcosmetics.com/privacy\\_policy](http://www.elfcosmetics.com/privacy_policy) or <https://www.elfcosmetics.co.uk/privacy-notice/privacy-policy.html>, as applicable) and each entrant understands that he/she is providing such information to Sponsor and not to any social media platform provider (or its affiliates)

The Sponsor and the Administrator will use the personal information to administer the Contest and the Prize, to personalize and send to the Contestant the communications described in these Official Rules and, if consented to, for the Sponsor's promotional purposes as further described in Section 3 of the Official Rules.

The Sponsor and the Administrator will disclose Contestant personal information for travel related services (airline, hotel, car transport) and to other Contest winners as part of the Beautyscape event, in each case in order to administer the Contest and Prize, and to communicate with the Contestant.

If during registration, a Contestant opts to receive marketing communications from Sponsor, the entrant may receive marketing communications by e-mail from the Sponsor concerning the Sponsor's products, services and promotions.

- 13. PUBLICITY RIGHTS:** By participating in the Contest and/or accepting the Prize, each Contestant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos, videos, and/or likeness, and statements, including any content created and/or suggested at the event, for Contest, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 14. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Contestant hereby acknowledges and agrees that the relationship between the Contestant and the Contest Entities is not a confidential, fiduciary or other special relationship, and that the Contestant's decision to provide the Contestant's Entry to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Contestant's Entry. Each Contestant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Contestant also acknowledges that many ideas, photos or videos may be competitive with, similar or identical to the Entry and/or each other in theme, idea, format or other respects. Each Contestant acknowledges and agrees that such Contestant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each Contestant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, each Contestant acknowledges that, with respect to any claim by Contestant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Contestant will not be irreparable or otherwise sufficient to entitle such Contestant to seek injunctive or other equitable relief and Contestant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 15. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Entry, or to otherwise exploit any Entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Entry for any reason, with or without legal justification or excuse, and Contestants shall not be entitled to any damages or other relief by reason thereof.
- 16. DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of Contestants who will participate in the Contest.
- 17. FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Entry or other documents as Sponsor may reasonably

require in order to effectuate the purposes and intents of these Official Rules, then each Contestant agrees to sign the same upon Sponsor's request therefor.

**18. GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that a Contestant has registered, entered, or attempted to register or enter the Contest using multiple e-mail addresses, identities, proxy servers or like methods, all of that Contestant's entries will be declared null and void, and that Contestant will be ineligible to participate or win the Prize. In the event of a dispute as to the identity of a Winner, the winning Entry will be declared made by the authorized account holder of the e-mail address associated with the e-mail address used to submit the Entry. The "authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Contestant may be required to show proof of being an authorized account holder. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Contest. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Entries and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

**19. WINNER LIST:** To obtain a list of the winners, mail a self-addressed, stamped business-sized envelope to: e.l.f. Beautyscape Contest 2019, P.O. Box 251328, West Bloomfield, MI 48325 USA. Winner List requests must be received by January 7, 2020.

**20. DONATION:** During the Contest Period, Sponsor will donate \$1.00 to UNICEF USA For Bahamas for every unique entry received. Sponsor will make a minimum total donation of \$1.00 and a maximum total donation of \$10,000 as a result of this Contest.

**Note:** Only the Sponsor will make the donations to UNICEF USA For Bahamas. Participants are not making any donations in the Contest and will not receive a receipt nor will they be eligible to claim any charitable deductions on their tax returns as a result of this Contest. The

Sponsor and Administrator are not tax professionals and do not provide tax advice. For more information, or to contribute to UNICEF USA For Bahamas, visit [unicefusa.org](http://unicefusa.org).

UNICEF USA is not a sponsor of this Contest and does not endorse this Contest in any way.

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All currency conversions based on listed exchange rate as of September 4, 2019.