

## DISNEY STYLE NATIONAL LIPSTICK DAY SWEEPSTAKES

### NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING.

- 1. SPONSOR:** Disney Online, located at 1200 Grand Central Street, Glendale, CA 91201 ("Sponsor").
- 2. ELIGIBILITY:** To be eligible for the Disney Style National Lipstick Day Sweepstakes ("Sweepstakes"), at the time of entering you must be: **[a]** a natural person legally residing in, and physically located within, the 50 United States or the District of Columbia (collectively, "Territory"); **[b]** 13 years of age or older and **[c]** not an employee of Sponsor or LORAC Cosmetics LLC, their respective parent, subsidiary, affiliated or successor companies, the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities"), nor a household member or immediate family member of any such employee. "Household members" shall mean people who share the same residence at least three months a year. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. Subject to all applicable federal, state, local and municipal laws and regulations. Void where prohibited.
- 3. HOW TO ENTER:** During the period commencing on or about at 9:00 A.M. PT on July 29, 2017 and ending at 11:59:59 P.M. PT on July 31, 2017 ("Entry Period"), eligible entrants may enter this Sweepstakes via Instagram as more fully described below. For purposes of these Official Rules ("Rules"), all times and days are Pacific Time and the Sponsor's computer will be the time keeping device for the purposes of this Sweepstakes.

To participate in the Sweepstakes, you must have the Instagram application on your mobile device and an active Instagram account ("Account"). If you do not have an Account, download the Instagram application on your mobile device and sign up for an Account according to the instructions in the application. Creating an Account is free. You must accept the Instagram Terms of Use to create an Account and you must be logged in to your Account in order to enter the Sweepstakes. Once you have logged in to your Account you may enter the Sweepstakes by following @DisneyStyle on Instagram, liking our Sweepstakes announcement post ("Sweeps Post") and tagging one (1) of your friends' Instagram usernames in your comment in the following format: @username; doing so creates one (1) "Entry" into the Sweepstakes. Limit one (1) Entry per day. Each username tagged must be unique for an Entry to be valid.

In order for an Entry to be valid, your Account must be public and viewable by the Sponsor and any comments must be in good taste (see Section 5) and otherwise comply with these Rules. All incomplete or non-conforming entries will be disqualified.

The use of Instagram requires a mobile device and therefore message and data rates may apply.

- 4. ENTRIES:** By submitting an Entry, you agree that any Entry you make is not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and Sponsor in any way, and that you have no expectation of any review, compensation or consideration of any type (other than the chance to win the Prize described herein). You further agree that your Entry will not contain any content that would infringe or violate any right of a third party including without limitation: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights. This includes any trademark, trade name or logo of any third party or naming/referencing/depicting a third party (living or dead) without his/her written consent; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind

without their express permission) or publicity; or (c) any confidentiality obligation.

In addition to the foregoing requirements, Entries may not contain, and Sponsor, in its sole discretion, may disqualify any Entry that: (i) is sexually explicit or suggestive, dangerous, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) is obscene or offensive, or endorses any form of hate or hate group; (iv) defames, misrepresents or contains disparaging remarks about Sponsor, or other products, people or companies; (v) contains trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, or advertises or promotes any brand or product of any kind, without permission, or contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (vi) contains copyrighted materials owned by others (including music, photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (vii) contains materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; (viii) communicates messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and/or (ix) is in violation of any law or regulation. Entries that do not meet the requirements and specifications listed above and that are otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Rules, may be disqualified, as determined by Sponsor in its sole discretion. Once an Entry is submitted, it cannot be modified.

By submitting an Entry, you hereby grant Sponsor and its respective licensees, distributors, agents, representatives and other authorized users, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit such Entries, in whole or in part, in all media formats and channels now known or hereafter devised (including on Sponsor's websites, on third party web sites, on Sponsor's broadcast and cable networks and stations, on Sponsor's broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity.

**5. LIMITATIONS:** All Entries must be posted by 11:59 P.M. PT on July 31, 2017 to be eligible. In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Account is registered. Entries by any method other than set forth above are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, Instagram, nor any of their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in your email account to

receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified and any attempt by a person to use multiple Accounts to register more than once may result in disqualification at Sponsor's sole discretion. Void where restricted by law and subject to all applicable federal, state, provincial, territorial, local and municipal laws and regulations. Proof of submission of Entry does not constitute proof of receipt of same. Releasees are not responsible for any changes or unavailability of the Instagram application that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use Instagram for the Sweepstakes as set forth herein) or ability of entrant to timely enter, receive notices or communicate with Sponsor via Instagram, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes.

**6. SWEEPSTAKES ANNOUNCEMENT:** The Sweepstakes will be announced on the first day of the Sweepstakes during the Entry Period at approximately 12:01 A.M. PT in a post by the Sponsor to the official DisneyStyle account on Instagram (@DisneyStyle).

**7. TEN (10) PRIZES ("Prizes"):** Each winner of the Sweepstakes ("Winner") will receive six (6) LORAC Pirates of the Caribbean Mod Lip Cream Duo (one of each lip shade) (ARV \$26 each). Sponsor cannot guarantee specific lip shades, but will attempt to accommodate Entrant's requests as to lip shades. (ARV of each Prize \$156).

**Approximate retail value ("ARV") of all Prizes: \$1,560.00**

All elements of the Prize are determined at the sole discretion of the Sponsor. Winner is not entitled to exchange or transfer prizes or to obtain cash or other substitutes, except Sponsor reserves the right to substitute prize or portions thereof of equal or greater value if a prize listed or any portion thereof is unavailable for any reason.

**8. WINNER:** On or about August 2, 2017, potential Winners will be selected in a random drawing from among all eligible Entries received. On or about August 3, 2017, Sponsor will send the potential Winners a Direct Message to their Account ("**Notification**"). In order to be declared a winner, you must meet the eligibility requirements in Section 2 above. Upon initial Notification by Sponsor, potential Winners must contact Sponsor at the email address or phone number provided by Sponsor and provide Sponsor with their contact information (name, email address, shipping address and/or phone number).

Failure to respond to the Sponsor within three (3) days of Sponsor's first notification attempt, or return of Sponsor's Notification message as undeliverable after two (2) attempts may result in disqualification and the selection of an alternate potential Winner, time permitting. The prize will be awarded, provided it is validly claimed by August 31, 2017, after which Sponsor will make reasonable efforts to select an alternate winner, time permitting. Sponsor is not responsible for changes to the Instagram Direct feature, the Instagram comment function or email functionality issues that may interfere with winner notification. Winner must meet all eligibility requirements. Potential Winner may be required to sign and return to Sponsor, within two (2) days of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited).

At the sole discretion of the Sponsor, disqualification and forfeiture of the Prize may result from any of the following: **[a]** potential Winner's failure to respond to Sponsor within three (3) days of Sponsor's first notification attempt; **[b]** the return of Sponsor's notification message as undeliverable after two (2) attempts; **[c]** potential Winner's failure to provide Sponsor with

satisfactory proof of eligibility; **[d]** potential Winner's failure to validly claim the Prize by August 31, 2017; **[e]** potential Winner's failure to make his or her Account public and viewable by the Sponsor as described above; and **[f]** any other non-compliance with these Rules. All federal, state, local and provincial taxes are the sole responsibility of the Winner.

**9. PRIVACY POLICY/DATA COLLECTION:** Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy located at <http://disneyprivacycenter.com> ("**Privacy Policy**").

**10. CONDITIONS:** By submitting an Entry in this Sweepstakes and/or accepting the Prize you may win, you agree that: **[a]** you will abide by and be bound by these Rules and Sponsor's decisions regarding this Sweepstakes, which shall be final and binding in all respects; **[b]** the Entry will not be acknowledged or returned; **[c]** you release and hold harmless the Releasees and Instagram from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from participation in this Sweepstakes, including without limitation, the Entry process or selection of an Entry, the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the Prize and/or any interaction with, or downloading of Sweepstakes information; **[d]** the Releasees do not make any representation, warranty or guarantee, express or implied, relating to these Sweepstakes or to the Prize; **[e]** Winner's acceptance of the Prize constitutes the grant to Sponsor and assigns an unconditional right to use Winner's name, address (city and state, province or territory only), voice, likeness, photograph (including without limitation, such Winner's Account profile photo), biographical and Prize information and/or statements about these Sweepstakes for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; **[f]** in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, acts or regulations by Instagram, or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of these Sweepstakes, so that they cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend these Sweepstakes; and in such event, to select Winner(s) by such method as Sponsor in its sole discretion shall consider equitable; **[g]** the Releasees are not responsible for typographical or other errors in the offer or administration of these Sweepstakes, including but not limited to: errors in the advertising, Rules, selection and announcement of the Winner(s) and distribution of the Prizes; **[h]** the Releasees are not responsible for any inability of any Winner to accept or use the Prize for any reason; **[i]** the Sponsor has the right, at any time and at its sole discretion, to disqualify you, if it suspects you are doing any of the following: **(i)** tampering or attempting to tamper with the entry process or the operation of these Sweepstakes or the Sponsor's Page; **(ii)** violating the Rules; **(iii)** violating the terms of service, privacy policy or other terms, conditions of use and/or general rules or guidelines of any Sweepstakes property or service; **(iv)** acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, defraud, threaten or harass any other person or **(v)** for any other good cause as determined solely by the Sponsor; **[j]** Sponsor has the right to modify the Prize award procedures at its sole discretion; **[k]** Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including without limitation any implied warranty of merchantability or fitness for a particular purpose); and **[l]** any attempt by any individual to damage the Instagram platform or undermine the legitimate operation of this Sweepstakes or the Instagram platform is a violation of these Rules as well as criminal and civil laws, in the event Sponsor believes or becomes aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without

limitation criminal prosecution.

**11. DISPUTES:** Entrant agrees that: (a) any and all disputes, claims and causes of action at law or in equity arising out of or connected with this Sweepstakes, or the Prize awarded, other than those concerning the administration of the Sweepstakes or the determination of the Winner, shall be resolved individually, without resort to any form of class action; (b) 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 (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these 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 California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**12. RULES & WINNERS' LIST:** For a copy of these Rules (before July 31, 2017) or for the name of Winner (after August 31, 2017) send an e-mail to [support@Disneyonline.com](mailto:support@Disneyonline.com) with the subject line: Disney Style National Lipstick Day Sweepstakes.

***This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram.***