

## Ulta BeautyFest Sweepstakes Official Rules

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

**1. Eligibility:** The Ulta BeautyFest Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Ulta Salon, Cosmetics & Fragrance, Inc., HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to enter or win the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, 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 a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Ulta Salon, Cosmetics & Fragrance, Inc., 1000 Remington Blvd., Suite 120, Bolingbrook, IL 60440. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on November 16, 2019 at 12:00 a.m. Central Time ("CT") and ends on November 17, 2019 at 11:59 p.m. CT (the "Promotion Period") and consists of two (2) daily entry periods (each a "Daily Entry Period") and a Grand Prize entry period that spans the entire duration of the Promotion Period. The Daily Entry Periods are defined in the chart below:

Daily Entry Period	Start Date (at 12:00 a.m. CT)	End Date (at 11:59 p.m. CT)	Approximate Drawing Date
1	November 16, 2019	November 16, 2019	November 18, 2019
2	November 17, 2019	November 17, 2019	November 18, 2019

Twitter/Instagram's servers are the official time-keeping devices for the Sweepstakes.

**4. How to Enter:** To participate, you will need to have a Twitter and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions: <http://twitter.com/tos> or <https://help.instagram.com/478745558852511/>. **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings on the Social Account you use to enter must be set to "unprotected" and/or "public" in order for your Tweets and Posts to be viewable by Sponsor. Tweets or Posts that are not unprotected or public will not qualify as entries.

During the Promotion Period, there are two (2) ways to enter, as outlined below:

- a. **Via Instagram:** Take all of the following actions: (i) at a participating ULTA store, take a photo of the Ulta BeautyFest floor decal ("Photo"); and (ii) post the Photo **and** the hashtags #ultabeautyfest **and** #sweepstakes **within the original Instagram caption and post.**

Instagram stories, or Instagram posts where the hashtag is included in a comment to the original post, will **not** be deemed entries.

- b. **Via Twitter:** Take all of the following actions: (i) at a participating ULTA store, take a photo of the Ulta BeautyFest floor decal (“Photo”); and (ii) Tweet the Photo **and** the hashtags #ultabeautyfest **and** #sweepstakes **within the original Tweet.**

ReTweets will **not** be deemed entries.

Your Tweet/Instagram post and its included content will hereafter be referred to as your Submission. Your Submission must be your original work. If you include the names or likenesses of other individuals, you must have their permission to be included and to grant the rights set forth in Section 5. Minors may not be included in the Submission. If requested, you must be able to provide such permissions in a form acceptable to Sponsor. Your Submission need not include any reference, positive or negative, to Sponsor’s products or services. Your Submission must comply with the Official Rules and the following Submission Restrictions.

**Submission Restrictions:**

- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, Administrator or any other person or party;
- The Submission may feature brand names or trademarks owned by Sponsor, which entrant has a limited license to use to create and upload a Submission in this Sweepstakes. Submission **MUST NOT** reference or mention brands competitive to those of Sponsor or it will be disqualified. Submission should not feature any other brands or trademarks not owned by Sponsor;
- The Submission must not contain images, music or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not include any private information of a third party such as name, address, phone number, or email address; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

You automatically will receive one (1) entry into the applicable Entry Period drawing and the Grand Prize drawing for your qualified Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion.

**Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms all of which will be void.**

Limit: You may enter up to five (5) times per Daily Entry Period during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same Social Account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Social Accounts, 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 Social Account 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 used to create the Social Account. Each potential winner may be required to show proof of being an authorized account holder.

**5. Sponsor's Use of Submissions:** Tweeting/Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**6. Drawings:** Sponsor's and Administrator's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential First Prize winners from all eligible entries received during each applicable Entry Period on or about the dates listed in Section 3 above. Non-winning entries will **not** be included in the subsequent Daily Entry Period drawing. Sponsor will randomly select the potential Grand Prize winner from all eligible entries received during the Grand Prize Entry Period on or about November 18, 2019. Each potential winner will be notified by Sponsor (@ultabeauty) via the social platform he/she used to enter the Sweepstakes and will be required to provide his/her name, mailing address, date of birth, phone number and email address to confirm eligibility and for prize fulfillment purposes within twenty-four (24) hours of the date notice or attempted notice is sent into order to claim his/her prize. Each potential winner (or parent/legal guardian if winner is a minor in his/her state of residence) will also 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 his/her prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period, or the prize is returned as undeliverable, the potential winner is disqualified and forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable 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 un-awarded.

**7. Prizes:** ONE (1) GRAND PRIZE: \$5,000 in airline gift cards (terms and conditions apply); \$2,000 in Ulta Gift Cards; and \$500 in ULTA Gift Cards which could be used for salon services. Ulta Gift Cards will be awarded in \$500 increments. Approximate Retail Value ("ARV"): \$7,500.

TWENTY (20) DAILY ENTRY PERIOD PRIZES (TEN (10) AWARDED PER DAILY ENTRY PERIOD): \$2,000 in Ulta Gift Cards. Ulta Gift Cards will be awarded in \$500 increments. ARV: \$2,000.

For ULTA Gift Cards: Please see terms and conditions at <https://www.ulta.com/ulta/guestservices/giftCards.jsp>.

**For All Prizes:** Prizes may not be sold, assigned, transferred, changed, exchanged, or redeemed for cash. No substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are solely responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period. Limit: one (1) prize per person. Total ARV of all prizes: \$47,500. Prizes will be fulfilled approximately eight to ten (8-10) weeks after winner confirmation is complete.

**8. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, Twitter, Inc., Instagram, LLC, 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.

**9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Social Account profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 the Official Rules of this or any other promotion 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.

**11. 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, not received, 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, un-awarded, eligible prize claims.

**12. 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.

**13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.ulta.com/ulta/common/privacyPolicy.jsp> and Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>.

**14. Winner List:** For a winner list, visit <https://bit.ly/33o6kqF>. The winner list will be posted after winner confirmation is complete.

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