

**Refinery29 + 1-DAY ACUVUE® DEFINE® #BeautyDEFINED Contest
Official Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.
VOID WHERE PROHIBITED BY LAW.**

The Refinery29 + 1-DAY ACUVUE® DEFINE® #BeautyDEFINED Contest (the “**Contest**”) starts on 6/1/15 at 12:00AM Eastern Time (“ET”) and ends at 11:59PM ET 6/21/15 (“**Contest Period**”).

ELIGIBILITY: Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older and who are over the age of majority in their jurisdiction of residence at the time of entry. Employees of Refinery 29 Inc., having a place of business at 225 Broadway, 23rd Floor, New York, NY 10007 (“**Refinery29**” or “Sponsor”) and Johnson & Johnson Vision Care, Inc., 7500 Centurion Parkway, Jacksonville, FL 32256 (the “**Company**”), and each of their respective parents, shareholders, subsidiaries, affiliates, promotion and advertising agencies and other paid endorsers, agents, and members of their immediate families (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees are not eligible to enter or win. Contest is subject to all applicable federal, state and local laws and is void where prohibited by law.

HOW TO ENTER:

During the Contest Period:

1. Refinery29 will post three (3) beauty challenges on each Monday during the Contest Period (each, a “**Challenge**”), and to participate, entrants will be required to create one version of any one (1) of the spring beauty looks on themselves, take a selfie (alone in the photo), and upload it to Instagram.
2. Either upload your photo through the Instagram application or on the Instagram website at www.instagram.com; and
3. The Instagram account must be public and the photo must be tagged with both the hashtag #BeautyDEFINEDcontest and the ACUVUE® Brand handle @ACUVUE in order to be eligible (each such photo is an “**Entry**”).

Your Instagram account must be “public” for the duration of the Contest in order for your Entry to be judged in the Contest. You can return your Instagram account to “private” any time after the winners have been announced. Entries must be received by 11:59PM ET 6/21/15 to be considered eligible.

Limit one (1) Entry per person/Instagram account per Challenge. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram 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 or subvert the entry process is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorized account holder of the email address used to register on Instagram will be deemed to be the entrant. The “authorized account

holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder.

If you choose to enter via Instagram using your mobile phone, data rates may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by their wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

Entries will not be acknowledged or returned. Only fully completed Entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. If you do not have the Instagram app, you may download it through the application store on your device. The Instagram app is free.

By entering this Contest, entrant acknowledges and agrees that the Entry is subject to Refinery29's Terms and Conditions at <http://www.refinery29.com/terms-and-conditions> and Refinery29's Privacy Policy at <http://www.refinery29.com/privacy>, ACUVUE®'s Privacy Policy at <http://www.acuvue.com/privacy-policy> and that use of Instagram is subject to Instagram's Terms of Use at [instagram.com/about/legal/terms](https://www.instagram.com/about/legal/terms) and Instagram's Privacy Policy at [http://instagram.com/about/legal/privacy/](https://www.instagram.com/about/legal/privacy/) and any other relevant rules, polices or regulations, and that Refinery29 and Company are in no way affiliated with or responsible for Instagram. Entrants are subject to all applicable notices posted online or through the Instagram application by Instagram or Refinery29.

REQUIREMENTS OF ENTRIES: By entering the Contest, each entrant agrees that entrant's Entry conforms to the Entry Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant's Entry fails to conform to the Guidelines and Restrictions.

Guidelines and Restrictions: Entry may not contain, as determined by Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about Sponsor, Company, their products or services, or other people or companies;
- prominently includes trademarks, logos, or trade dress owned by others, without permission;
- contains any personal identification, such as personal names, e-mail addresses or street addresses;
- prominently includes copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;

- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images or good will to which we wish to associate; or
- violates any law, rule or regulation.

If the Entry contains any material or elements that are not owned by the entrant, or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Refinery29 in the manner set forth in these Official Rules.

By entering, each entrant warrants and represents the following with respect to entrant's Entry: (a) the Entry will not infringe on any rights of any third parties; and (b) the Entry complies with the Instagram.com terms of service (<http://instagram.com/about/legal/terms/#>). Failure to produce third party releases upon Refinery29's request may result in disqualification, as determined by Refinery29 is its sole and absolute discretion.

GRANT OF RIGHTS TO ENTRIES: Providing an Entry constitutes entrant's consent to give Refinery29, Company and their respective designees, successors, assigns and licensees a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Entry and all elements embodied therein, together with entrant's name, city and state of residence, photo (including, without limitation, Instagram profile photo) and/or other image, 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, for any purpose whatsoever, including for promotional or marketing purposes, without further notification or compensation to, or permission from, entrant. Sponsor and Company have no obligation to make use of the rights granted herein.

Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

JUDGING: Eligible entries received during the Contest Period, and which comply with these Official Rules, will be judged by qualified judges to determine one (1) winner based on the following criteria: a) skillful technique (20%), b) image quality (20%), c) the creativity and originality of the look (30%), and (d) the adherence to the applicable Challenge theme (30%). In the event of a tie, an additional tie-breaking judge will determine the winner using the judging criteria set forth herein. Sponsor reserves the right to not award the prize if, in its sole discretion, it does not receive any eligible and

qualified Entries. The decisions of the judges are final. Judging scores will not be revealed.

WINNER NOTIFICATION: The potential winner will be notified on or about 6/24/15 via direct message on Instagram. The potential winner may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within seven (7) days of date of issuance. If such documents are not returned within the specified time period, prize or prize notification is returned as undeliverable, or potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, a runner-up may be notified. In the event of a dispute as to the identity of any winner, all final decisions about winner selection will be made in Sponsor's sole discretion.

PRIZE: \$2,000 in American Express® Gift Cards and a 1-year supply of 1-DAY ACUVUE® DEFINE® Brand Contact Lenses (awarded as a \$752 VISA prepaid card) (TOTAL Approximate Retail Value of prize: \$2,752). The prize is awarded "as is" with no warranty or guarantee, either express or implied, and is subject to all applicable terms and conditions including any American Express and VISA prepaid card terms and conditions. The winner may not substitute, assign or transfer the prize, however, Sponsor retains the right, in its sole discretion, to substitute the prize (or any portion thereof) with one of comparable or greater value. The winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Refinery29, which shall be final and binding in all respects relating to this Contest; (b) to the use of his/her name, city and state of residence, photograph (including, without limitation, Instagram profile photo), image or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Refinery29 and Company and their respective designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so; and (c) to not release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of Sponsor, which it may withhold in its sole discretion.

RELEASE OF LIABILITY: Each entrant agrees that Refinery29, Company, Instagram, LLC and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and clients, and their respective directors, officers, shareholders, owners, employees, agents, representatives, insurers, contractors and the successors and assigns of each of them (collectively, the "**Released Parties**"), will have no liability whatsoever in connection with this Contest to entrant or to any person who may assert any claim derived from or through entrant, and entrant shall defend and hold the Released Parties harmless from any liability, claims, actions, causes of action, injuries, demands, losses or damages (actual, incidental or consequential), including attorneys' fees or experts fees and costs, of any kind that entrant or others may incur with respect to entrant's participation in the Contest or acceptance, use or misuse of a prize.

GENERAL CONDITIONS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, illegible, stolen, delayed, misdirected, undelivered, or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prize, or the incorrect uploading of the photo or in any Contest-related materials.

Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of any website. Persons who tamper with or abuse any aspect of the Contest or the application or website of any Released Party, or who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness, proper play, or submission of Entries, Refinery29 reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable. In the event any of the provisions of these Official Rules conflicts with an enforceable provision of an enrollment agreement that you have with Company, as between you and Company the terms of that enrollment agreement will be controlling and nothing in these Official Rules will supersede or displace them. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION/GOVERNING LAW: EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND HELD AT THE AAA REGIONAL OFFICE NEAREST THE ENTRANT; (2) THE FEDERAL ARBITRATION ACT SHALL

GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND (3) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROMOTION), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

USE OF DATA: Refinery29 and ACUVUE® will be collecting personal data about entrants online, in accordance with their respective privacy policies. Please review Refinery29's privacy policy <http://www.refinery29.com/privacy> and ACUVUE®'s Privacy Policy at <http://www.acuvue.com/privacy-policy>. By participating in the Contest, entrants hereby agree to Refinery29's collection and usage of their personal information and acknowledge that they have read and accepted Refinery29's privacy policy.

REQUEST FOR WINNER'S NAME: For the name of the winner, after 6/24/15, send a self-addressed, stamped, envelope to: Refinery29 + 1-DAY ACUVUE® DEFINE® #BeautyDEFINED Contest Winner, Refinery 29 Inc., 225 Broadway, 23rd Floor, New York, NY 10007, for receipt by no later than 7/24/15.

Sponsor: Refinery 29 Inc., 225 Broadway, 23rd Floor, New York, NY 10007.

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