

OPI + REFINERY29 SWEEPSTAKES

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA, HAWAII, AND RHODE ISLAND AND WHERE PROHIBITED BY LAW.

This Sweepstakes may only be entered in or from the 48 contiguous United States (excluding Rhode Island), and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 48 contiguous United States (excluding Rhode Island) and the District of Columbia.

1. **SWEEPSTAKES ENTRY START/END DATES.** The Sweepstakes begins at 1:35:00 pm Eastern Time on November 20, 2015 and ends at 11:59:59 pm Eastern Time on December 2, 2015 (“Sweepstakes Period”).
2. **ELIGIBILITY:** The Sweepstakes is open solely to legal residents of the forty-eight (48) contiguous states of the United States (excluding Rhode Island) and the District of Columbia, who are at least eighteen (18) years of age and over the age of majority in their jurisdiction of residence at the time of entry. Entrants must have either a valid social security number or a valid U.S. personal tax identification to participate. Employees, officers and directors of Refinery 29 Inc. (“Sponsor”), and **OPI Products Inc.**, and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. The Sweepstakes is subject to all applicable federal, state and local laws.
3. **HOW TO ENTER:**
 - a. During the Sweepstakes Period, go to Sponsor’s designated Instagram post announcing the OPI + Refinery29 Sweepstakes, located at www.instagram.com/refinery29 and on the Instagram app on Refinery29’s user profile (“Sponsor’s Post”), tag a friend on Instagram using the “@” function and add #sweepstakes, then click the “send” button. You must have an Instagram account to enter via this method. An Instagram account is free.
 - b. During the Sweepstake Period, you may also enter the Sweepstakes by mail as follows. On a plain 3” x 5” index card, legibly handprint or type your first name, last name, date of birth, complete address, city, state, zip code, home phone number (including area code), and email address (if any) and mail your completed 3” x 5” card to Refinery29 Sweepstakes, Attention: OPI + Refinery29 Sweepstakes Entry, 225 Broadway, 23rd Floor, New York, NY 10007. To be considered eligible in the Sweepstakes, your entry must be postmarked no later than December 2, 2015. Each card received will be considered as one entry for that entrant.

By participating in the Sweepstakes, you acknowledge and agree to be bound by these Official Rules, Refinery29’s Privacy Policy at <https://www.refinery29.com/privacy>, and any other relevant rules, policies or regulations.

Limit one (1) entry per person/per email address, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email address, 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 email address, the authorized account holder of the email address used to enter this

Sweepstakes 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. Each potential winner may be required to show proof of being the authorized account holder.

If you choose to enter using your mobile phone, standard data fees 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.

- 4. REQUIREMENTS OF ENTRIES:** By entering the Sweepstakes, each entrant warrants and represents that: (a) entrant's entry does not contain any material or elements that are not owned by the entrant, or which are subject to the rights of third parties; (b) entrant's entry is not a duplicate of any other submitted entries; (c) entrant's entry will not violate any law, rule or regulation or infringe on any rights of any third parties; and (d), the entry complies with the Refinery29's Terms of Use (located at <http://www.refinery29.com/terms-and-conditions>). By submitting an entry, entrant agrees that Sponsor, in its sole discretion, may remove any entry and disqualify an entrant from the Sweepstakes if it believes, in its sole discretion, which the entrant's entry fails to conform to the foregoing or these Official Rules.

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

By submitting an entry, entrant hereby grants permission for the entry to be posted on www.refinery29.com and other websites, applications, or social media platforms (including those of Sponsor and/or OPI Products, Inc.). 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.

- 5. PRIZE SELECTION/ODDS:** The winning entry for the prize will be chosen in a random drawing from all eligible entries during the Sweepstakes Period on or about December 7, 2015. Odds of winning depend on the number of eligible entries received for the drawing. Subject to verification of eligibility and compliance with these Official Rules, the winning entries chosen as determined by the Sponsor, will be deemed the potential prize winners. Being tagged by a friend does not entitle the tagged individual to any prize, even if the entrant tagging them is selected as a prize winner.
- 6. NOTIFICATION:** On or about December 7, 2015, the potential Sweepstakes winners will be notified by Instagram direct message, or if an email address has been provided by a potential winner, that potential winner will be notified via email at the email address provided by potential winner. If no email address has been provided by a potential winner, that potential winner will be notified by telephone at the telephone number provided by such potential winner in her mail-in entry. A potential winner must respond to Sponsor's notification within five (5) business days after the date of notification. A potential winner's failure to respond to the prize notification within the specified five (5) business days will be considered such potential winner's forfeiture of the prize and an alternate winner may be selected from the pool of eligible entries. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries. After initial contact has been made, subsequent communication may take place via e-mail or telephone. A potential winner may be required to sign and return, where legal, an Affidavit/Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document within seven (7) calendar days of receipt. If such document is not returned within

the specified time period, a prize or prize notification is returned as undeliverable, or a potential winner is not in compliance with these Official Rules, that potential winner's prize will be forfeited and an alternate winner will be selected. Upon prize forfeiture, no compensation will be given. In the event of a dispute as to the identity of any potential winner, Sponsor reserves the right in its sole discretion to select another winner and the unidentifiable potential winner will forfeit all rights to a prize.

7. **PRIZE(S):** One (1) First Prize winner will receive: a) two (2) American Express gift cards of \$500 each to put towards a spa treatment for two (ARV: \$1,000), and b) two (2) collections of the OPI holiday nail polishes (ARV: \$95 each);

Ten (10) Second Prize winners will each receive: one (1) OPI nail polish collection each (ARV: \$95 each).

Prize is subject to applicable terms and conditions.

The total approximate retail value of the Prize is \$2,140. The Prize is non-transferable. No substitutions or cash redemptions. In the case of unavailability of the Prize, Sponsor reserves the right to substitute the Prize with a prize of equal or greater value. Unclaimed prizes will not be awarded. All unspecified expenses are the responsibility of each winner. Limit one (1) prize per person or household.

The prize is awarded "as is" with no warranty or guarantee, either express or implied. Each 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. Where applicable, taxes may be withheld by Sponsor and Sponsor shall have no obligation to adjust the prize or otherwise compensate the each winner for any taxes withheld. Each winner agrees to furnish Sponsor with and/or execute any additional document requested by Sponsor in connection with the awarding of the prize.

8. **GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes; and (b) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for editorial, administrative, programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor, OPI Products, Inc., 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. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior consent of the Sponsor, which it may withhold in its sole discretion.

9. **LIABILITY:** BY PARTICIPATING, ENTRANTS AND THE WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, OPI PRODUCTS INC., INSTAGRAM, AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, SHAREHOLDERS, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. By entering the Sweepstakes, entrant explicitly releases, discharges and holds harmless the Released Parties from any and all liability, actions, causes of action, damages, actual, incidental or

consequential, claims and demands whatsoever in law or equity, including attorneys' fees and/or experts fees and costs, which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Sweepstakes and the acceptance and use or misuse of the prize. The foregoing liabilities are to the maximum extent permitted by applicable law.

10. MISCELLANEOUS: 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the drawing for the prize, the announcement of the prize, or the incorrect uploading of any Sweepstakes-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 Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or the applications or websites 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 Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action. 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. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITES OR APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

12. 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. THE ARBITRATION SHALL BE CONDUCTED IN THE STATE OF NEW YORK, CITY OF NEW YORK.

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 and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, 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.

13. USE OF DATA. Sponsor will be collecting personal data about entrants, in accordance with its privacy policy. Please review Sponsor's privacy policy <http://www.refinery29.com/privacy>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

14. REQUEST FOR WINNERS: For the name of the winners, available after December 7, 2015, send a self-addressed, stamped, envelope to: OPI + Refinery29 Sweepstakes, Refinery 29 Inc., 225 Broadway, 23rd Floor, New York, NY 10007. Vermont residents may omit return postage.

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

THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM.