

## MAKE UP FOR EVER + REFINERY29 #SHAREYOURSHADE CONTEST

### 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, RHODE ISLAND, AND WHERE PROHIBITED BY LAW.**

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

- 1. CONTEST ENTRY START/END DATES.** Contest begins at 1:35:00pm Eastern Time on March 22, 2016 and ends at 11:59:59 pm Eastern Time on April 16, 2016 ("Contest Period").
- 2. ELIGIBILITY:** The Contest is open solely to legal residents of the forty-eight (48) contiguous states of the United States (excluding Rhode Island), 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. Employees, officers and directors of Refinery 29 Inc. ("Sponsor"), and **Make Up For Ever, LLC ("MUFE")**, 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. Contest is subject to all applicable federal, state and local laws.
- 3. HOW TO ENTER:** During the Contest Period, access your Instagram application on your mobile device ("Device"). Post your before-and-after foundation selfie to Instagram, along with your trick for flawless foundation, with the hashtag #shareyourshade and #contest, as well as the handles @makeupforeverus and @refinery29. Actual make-up must be used. The before and after foundation selfies cannot have been created, enhanced or modified using any special effects, including, without limitation, filters or photo shop. You must make sure the "Photos Are Private" option in the account settings on your Instagram account are set to "OFF". Entries must be publicly viewable to be judged for the Contest. You must have an Instagram app and account to enter. 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 participating in the Contest, you acknowledge and agree to Instagram's Terms of Use at <http://instagram.com/about/legal/terms/#>, Instagram's Privacy Policy at <http://instagram.com/about/legal/privacy/#>, Refinery29's Terms and Conditions at <http://www.refinery29.com/terms-and-conditions>, 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 Instagram account. 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 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. Any 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, 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 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 remove any entry and 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 the 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 other people or companies;
- contains trademarks, logos, or trade dress owned by others, including hashtags or mentions of other makeup brands without permission; contains any personal identification, such as personal names, e-mail addresses or street addresses;
- contains 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 Sponsor in the manner set forth in these Official Rules, including,

without limitation, name and likeness permissions from any person who appears in or is identifiable in the entry.

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; (b) the entry complies with the Instagram.com terms of service (<http://instagram.com/about/legal/terms/#>); **and (c) any third parties appearing in the entry have given entrant appropriate consent to be photographed and used in connection with this Contest and as otherwise used by Sponsor and MUFE as set forth herein. Sponsor reserves the right to request releases from any third parties appearing in any entries at any time. Failure to produce third party releases upon Sponsor's request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.**

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.

By submitting an entry, each entrant represents and warrants that (i) the before and after look is his/her own original work product, (ii) he/she either owns all rights in the entry photograph (or, if applicable, he/she has all necessary permissions to enter the entry in this challenge, proof of which may be requested by Sponsor), (iii) the entry represents an accurate and fair representation of any make-up products entrant uses, and (iv) the entry complies with these Official Rules. Each entrant understands that he/she shall retain ownership of his/her entry but that, by entering the challenge, entrant is granting to Sponsor the right to post the entry on Sponsor's social media pages and/or via its social media accounts and otherwise use the entry in advertising or for other promotional purposes (as set forth more fully in the Use of Entries section below).

By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges and Sponsor, including, but not limited to, interpretation and application of these Official Rules, 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 Sponsor's judges and Make Up For Ever Director of Artistry, Lijha Stewart, in their sole discretion, based on the following criteria: a) skillful technique (30%), b) innovativeness of technique (30%), c) the creativity and originality of the look (20%), and (d) following the challenge (20%). Three (3) winners will be selected on or about the following date April 18, 2016. Sponsor reserves the right to select fewer than three (3) winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. In the event of a tie at any level of judging, the judges will re-evaluate the tied entries according to the Contest criteria until the tie is broken. The tied entries will be put up for a re-vote amongst the judges at the respective level until the tie is broken. The decisions of the judges are final. Judging scores will not be revealed.

- 5. WINNER NOTIFICATION:** On or about April 18, 2016 the first potential Contest winner(s) will be notified by Sponsor posting a comment to the potential winner's Submission on the potential winner's Instagram account and potential winner will be required to email Sponsor within five (5) business days in order to claim their prize. 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 potential winner may be selected by Sponsor's judges. If an entrant is found to be ineligible, an alternate winner may also be selected by Sponsor's judges. After initial contact has been made, subsequent communication may take place via e-mail or telephone. Potential winner(s) may be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release or rights transfer document within seven (7) calendar days of receipt. Additionally, potential winner(s) may be required to provide to Sponsor all obtained releases from any and all third parties appearing in their respective entries. If such documents are 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.

6. **PRIZE(S):** Three (3) winners will each receive a trip to New York, New York for a photo shoot to appear on Refinery29.com (Approximate Retail Value ("ARV"): \$1,000 each);

Sponsor will own all rights, title and interest in any materials produced as part of the photo shoot. Photo Shoot may be filmed, photographed and otherwise recorded from start to finish, by Sponsor (collectively, with photos from shoot, "Photo Shoot Materials") and all Photo Shoot Materials shall be owned by Sponsor. Winner understands that Sponsor, MUFE, and their respective designees, successors, assigns and licensees, shall have the right to edit, modify, reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the Photo Shoot Materials and all elements embodied therein, along with winner's name, biographical information, likeness, performance, voice or image, in whole or in part, together with other materials, in any manner or media now known or hereafter devised (including, without limitation, posting the Photo Shoot Materials on Sponsor's and MUFE's websites (including, but not limited to, its social media pages or accounts), throughout the world in perpetuity for advertising, promotional and other purposes, without further compensation, notification or permission. Sponsor has no obligation to make use of the rights granted herein.

Prize includes: a trip for each winner to New York, New York. Trip includes round-trip coach airfare from major gateway airport nearest each winner's residence, standard local ground transportation to/from airport and hotel in New York City and to and from photo shoot location, and standard occupancy hotel accommodations (one (1) single room). Exact details of photo shoot will be determined by Sponsor in its sole discretion, and provided to winner at time of winner confirmation. Taxes, meals, gratuities, baggage fees, travel upgrades, or any other costs and expenses associated with prize acceptance and use not specifically listed herein as being awarded are the responsibility of Prize winners. Travel and accommodations subject to availability; certain restrictions and blackout dates may apply. Winner is responsible for obtaining all necessary travel documents. Prize winner must travel on a timeline based on the date of the photo shoot to be decided in Sponsor's sole discretion and communicated to the potential winner, or prize will be forfeited and may be awarded to an alternate. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Prize winners will be solely responsible for obtaining valid identification relating to acceptance and use of the travel prize packages. If in the judgment of Sponsor, air travel is not required due to a Prize winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion and no compensation or substitution will be provided for difference in prize value, if any. Sponsor will not replace any

lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary depending on air flight fluctuations and distance between departure and destination. Prize winners will not receive difference between actual and approximate retail value.

Total ARV of all prizes combined: \$3,000. Prize(s) is/are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize or part of a prize, Sponsor reserves the right to substitute a prize of comparable or greater value. Unclaimed prizes will not be awarded. All unspecified expenses are the responsibility of winner(s). Limit one (1) prize per person or household.

The prize is awarded "as is" with no warranty or guarantee, either express or implied. Winners are 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. Each winner agrees to furnish Sponsor with or execute any additional document requested by Sponsor in connection with the awarding of any prize.

- 7. GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and Sponsor's judges, which shall be final and binding in all respects relating to this Contest; and (b) to the use of his/her name, Instagram user name, voice, performance, photograph/video (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 Sponsor, MUFE 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.
- 8. LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, MUFE, 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 CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERETO) 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. THE FOREGOING LIABILITIES ARE TO THE MAXIMUM EXTEND PERMITTED BY APPLICABLE LAW.
- 9. USE OF ENTRIES:** By submitting an entry, each entrant hereby grants Sponsor, MUFE and their respective successors, assigns, and designees a non-exclusive, worldwide, perpetual, irrevocable, fully transferable and sublicensable right and license to use, modify and otherwise fully exploit the entry submitted (including the copyright thereto and all rights embodied therein). For clarity, the foregoing license permits Sponsor, MUFE and their respective successors, assigns, and designees to exploit, edit, modify, and distribute the entry and all elements of such entry, including, without limitation, the names and likenesses

of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party, and entrant hereby agrees to execute specific consent to such use if asked to do so.

**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 Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing and judging of entries, the announcement of the prizes, 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 the application. Persons who tamper with or abuse any aspect of the Contest or Instagram 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 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 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 Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action using the judging procedure set forth 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. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S OR INSTAGRAM'S WEBSITES OR APPLICATIONS 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**) 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 IN THE STATE OF NEW YORK, CITY OF NEW YORK; (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 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.

**13. USE OF DATA.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy <http://www.refinery29.com/privacy>. By participating in the Contest, 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 names of the winners, available after April 18, 2016, send a self-addressed, stamped, envelope to: Make Up For Ever + Refinery29 #ShareYourShade Contest Winners, Refinery 29 Inc. 225 Broadway, 23<sup>rd</sup> Floor, New York, NY 10007.

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

**THE PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.**