COTY Inc. CLAIROL COLOR CRAVE HOLIDAY SWEEPSTAKES

OFFICIAL RULES

To participate in the Clairol Color Crave Holiday Sweepstakes, you (or your parent or legal guardian if you are a minor) must agree to and abide by these Official Rules.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS, VALID E-MAIL AND INSTAGRAM ACCOUNT REQUIRED. VOID WHERE PROHIBITED.

This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Coty Inc. and not to Instagram. Any questions, comments or complaints regarding the Promotion are to be directed to Coty Inc., not Instagram.

- 1. <u>Sponsor</u>: Coty Inc. ("Sponsor"), 350 Fifth Avenue, New York, NY 10118.
- 2. <u>Administrator</u>: Marina Maher Communications ("Administrator"), 830 3rd Avenue. 12th floor, New York, NY 10022.
- 3. <u>Eligibility</u>: The Color Crave Holiday Sweepstakes is open only to legal residents of the fifty (50) United States and District of Columbia, who are at least 16 years of age and who have a valid e-mail account, valid Instagram account and Internet access as of the beginning of the Sweepstakes. Any individuals (including but not limited to employees, consultants and independent contractors) who have, within the past six months, performed services for Sponsor, Administrator or any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the sweepstakes, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win a prize. "Immediate family members" shall mean parents, stepparents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. Void outside of the fifty (50) United States, the District of Columbia and where prohibited by law.
- 4. <u>Color Crave Holiday Sweepstakes Entry</u>: The Sweepstakes begins on or about 12:00:01 a.m. Eastern Time ("ET") on December 15, 2018 and ends 11:59:59 p.m. ET on December 20, 2018 ("Promotion Period"). Administrator's computer is the official clock for this Sweepstakes. This Sweepstake has one entry period only.

Step 1 – Follow @clairolcolor and (Instagram handle of partner brand of the day ie: Rimmel)

Step 2 – Tag up to 20 friends' Instagram handles in the Instagram post each day during the Promotion Period. The more tags give you more chances to win.

Limit up to twenty (20) Sweepstakes entry per person per day. For purposes of this Sweepstakes a day begins at 12:00:00 am ET and ends the following 11:59:59 pm ET, except for the first day of the Promotion Period which begins at 12:00:01 am ET and ends at 11:59:59 pm ET.

Participation must be effected in accordance with these Official Rules. Participation in excess of the applicable limitation or mass entry attempts will result in disqualification of such person. Online entries must be manually key-stroked; use of automated devices or programs is prohibited. In the event of any dispute concerning the identity of any participant, the Entry will be deemed submitted by the natural person who is the authorized holder of the Instagram account indicated on his/her entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. No entries may be effected on behalf of someone else

BY SUBMITTING TAGGING YOUR FRIENDS AS INDICATED ABOVE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT TAG A FRIEND AS INDICATED ABOVE WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

Incomplete tagging (e.g., tagging a friend with the incorrect Instagram account name) will <u>NOT BE</u> <u>ACCEPTED</u>.

You may only use one (1) Instagram account to participate in the Contest. All actions taken in furtherance of this Sweepstake must comply with the Instagram Terms of Service and Instagram Rules available from Instagram at the time of this Sweepstake. Important note: certain privacy setting may result in your participation not being visible to the Sponsor and may not thus be received by Sponsor unless you adjust your settings.

If you opt to access Instagram via your wireless mobile device (only available via participating wireless carriers), data rates may apply for actions taken in furtherance of this Sweepstake from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

Do NOT include personal information (e.g., your or others' names, e-mail addresses or phone numbers) when tagging your friends in furtherance of this Sweepstakes as discussed below; if your participation does contain personal information, it is your sole responsibility to remove all such personal information. Among other points, your participation with these Official Rules in all respects.

You may be asked to consent to receive promotional e-mails and reminders for upcoming Sponsor promotions. Consenting to receive promotional or reminder e-mails is optional, does not have to be agreed to in order to be eligible to enter the Sweepstakes, and does not improve your chances of winning. In the event you do consent to receive these e-mails, the use of such e-mails shall be subject to the privacy policy of Sponsor and you may opt out of receiving these e-mails at any time. For Sponsor's complete privacy policy, direct your Internet browser to https://privacy.coty.com/en_us/.

Entries must be manually key-stroked; use of automated entry devices or programs is prohibited and will result in disqualification of all associated entries.

5. <u>Random Drawings/Selection of Winners</u>: Six (6) potential prize winners will be selected in a random drawing on Friday, December 21, 2018 following the Sweepstakes Period end date on December 20, 2018 from among all eligible entries received for that Sweepstakes Period. To be

eligible for any Sweepstakes Period the entry must be received and recorded by the Sponsor's computer by the End Date of that Sweepstakes Period. All non-winning entries for any Sweepstakes Period will <u>NOT</u> be carried forward to subsequent Sweepstakes Periods. Drawings will be conducted by Marina Maher Communications, an independent administrator whose decisions are final and binding on all matters related to the Sweepstakes.

6. Prizes, Approximate Retail Values ("ARV") and Odds of Winning:

Winner Selection Date	Prize		Prize
December 15, 2018 prize shall contain:	 Winner's COVERGIRL products: Exhibitionist Lip kit Peach Scented Eye Shadow Pallet 	and	Three (3) Clairol Color Crave Shades
December 16, 2018 prizes shall contain:	 Winner's Rimmel products: 2 eye shadow pallets Lip Color 	and	Three (3) Clairol Color Crave Shades
December 17, 2018 prizes shall contain:	 Winner's Philosophy products: (2) perfume sets (1) stocking stuffer 	<u>and</u>	Three (3) Clairol Color Crave Shades
December 18, 2018 prizes shall contain:	 Winner's Sally Hansen products: Assortment of Sally Hansen Polish (Crayola) 	and	Three (3) Clairol Color Crave Shades
December 19, 2018 prizes shall contain:	 US \$50.00 VISA gift card 1 Root Touch-Up Powder 	and	Three (3) Clairol Color Crave Shades
December 20, 2018 prizes shall contain:	• US \$100.00 VISA gift card	and	 Sally Hansen Nail Polish Assortment 2 sets of Philosophy perfume 1 Rimmel eye shadow pallet 1 COVERGIRL Mascara Entire Color Crave Set (6 Shades)

The cumulative ARV of all Sweepstakes prizes is US \$500.00 (two (2) gift cards totaling US \$150 (1 for \$50 & 1 for \$100) along with products totaling US \$500).

Odds of winning any prize for a Sweepstakes Period depends on total number of eligible entries received for that Sweepstakes Period. Limit of one prize per person, address or household for each Sweepstakes Period.

Any costs and incidentals not specified herein are the winner's sole responsibility. No substitution, cash redemption or transfer of prize except with Sponsor's permission (which may be granted or withheld for any reason) or where required by law. Sponsor in its sole discretion may award a substitute prize/prize component of equal or greater value if advertised prize/prize component is unavailable at time of awarding for any reason. If prize is won by a minor, Sponsor in its sole discretion may award the prize to or in the name of minor's parent or legal guardian. Winners are solely responsible for any federal, state and/or local taxes associated with accepting a prize.

- 7. Winner Notification: Potential winners will be notified via Instagram Story announcement (method of notification to be chosen by Sponsor/Administrator in their sole discretion) on or about the first business day following each Entry Period. Failure to respond to the initial verification e-mail within two (2) business days or return of e-mail notification as undeliverable after two (2) attempts will result in disqualification without compensation of any kind. Potential prize winners may be required to complete, sign and return within the specified time period an Affidavit of Eligibility, a Liability Release and Indemnification, and a Publicity Release (collectively, the "Prize Claim Documents"), as well as other documents that Sponsor may require. If the Prize Claim Documents are not returned to Sponsor within the specified time period, or if prize notification is returned as non-deliverable, or if potential winners are found to be ineligible or otherwise not in compliance with these Official Rules, prize may be forfeited, and potential winner disqualified without compensation of any kind. If any potential winner is disqualified for any reason, prize will be awarded to an alternate winner selected from all remaining eligible entries received for the applicable Sweepstakes Period.
- Release of Liability: "Released Parties" (as defined in Rule 10) are not responsible for failed, 8. partial or garbled computer transmissions beyond their control, or for technical failures of any kind beyond their control, including but not limited to electronic malfunction, programming errors or failures, or damage or failure of any network, hardware or software. If for any reason the Sweepstakes (in whole or in part) is not capable of running as planned, as solely determined by Sponsor, including, but not limited to, by infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures or any other problems beyond Sponsor's control that can corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or disgualify any individual who tampers with (or attempts to tamper with) the entry process/operation of the Sweepstakes In any such event, Sponsor shall conduct the Sweepstakes and make the Sweepstakes prizes available to be won in a manner which is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. Notice of cancellation/termination/ modification/suspension of Sweepstakes will be posted on the Web site. Tampering (as referenced above) includes but is not limited to use of any unauthorized apparatus (be it hardware, software or otherwise) to participate in the Sweepstakes Insofar as any of these problems arise due to circumstances beyond Sponsor's control Released Parties assume no

responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to (or any problems or technical malfunctions of) any telephone network or lines, computer online systems, servers, or providers, computer equipment, hardware, software, failure of any e-mail or Entry to be received/properly recorded on account of technical problems or traffic congestion on the Internet or at the Web site, or any combination thereof. Sponsor and its agencies are not responsible for any injury or damage to participant's or any other person's computer related to or resulting from participation in or downloading any materials from this Sweepstakes or Web site. Further, Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes.

Participants further agree not to damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW

9. Conditions and Limitations of Liability: By participating, entrants or entrant's parent or legal guardian if entrant is a minor) agree to be bound by and abide by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects and not subject to appeal. By participating in this Sweepstakes entrants (or entrant's parent or legal guardian if entrant is a minor) agree to release and hold harmless Sponsor, Administrator, Instagram, Inc., their respective parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors and assigns from any and all actions, claims, loss or damage to person(s) or property arising in any manner, directly or indirectly, in whole or in part from participation in this Sweepstakes or any Sweepstakes related activity, and/or acceptance, possession, misuse or use of any prize. By accepting a prize, winner (or winner's parent or legal guardian if winner is a minor) authorizes the Sponsor and its designees to use winner's name, voice, likeness, photograph, prize information, biographical data, city and state of residence, testimonial and performance, in any media now known or hereafter discovered, worldwide, including on the World Wide Web and Internet, in perpetuity, at any time or times, in programming, advertising, trade and/or promotional material relating to this Sweepstakes or on a winner's list (if applicable) without additional compensation or notice, review or approval (unless prohibited by law). Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without obligation or compensation.

TO THE EXTENT PERMITTED BY LAW, SPONSOR AND ADMINISTRATOR MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PRECEDING EXCLUDES ANY EXPRESS AND LEGALLY REQUIRED WARRANTIES ON SPONSOR'S PRODUCTS; SUCH WARRANTIES BEING LIMITED BY THEIR STATED TERMS/CONDITIONS.

- 10. Disputes: Arbitration/Choice Of Law: To the fullest extent permitted by law. entrants (entrant's parent or legal guardian if entrant a minor) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (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 (if any) 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 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. Sponsor will defray all costs of individual's participation in arbitration proceeding as may be required by arbitrator. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Released Parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine, and all proceedings shall take place in the City of New York, County of New York.
- 11. <u>Privacy Policy</u>: The entry information provided is collected to maintain a record of those who have entered the Sweepstakes to ensure contact with the potential winners and for marketing purposes in accordance with Sponsor's Privacy Policy located at https://privacy.coty.com/en_us/.
- <u>Winners' List</u>: For the names of the winners, mail a self-addressed, stamped envelope to: The Color Crave Holiday Sweepstakes Winners, c/o Marina Maher Communications 830 3rd Avenue. 12th floor, New York, NY 10022. Requests received after 12/21/18 will not be honored.