

Zoogar Fragrance Giveaway Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void outside of the fifty (50) United States and the District of Columbia, and where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances. Giveaway begins on January 15, 2020 at 8:00 a.m. Pacific Standard Time (“PST”) and ends on January 22, 2020 at 11:59 p.m. PST (the “**Giveaway Period**”). Sponsor’s computer is the official time keeping device for this Giveaway. **THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM, INC.**

1. Sponsor: The “Zoogar Fragrance Giveaway” (the “**Giveaway**”) is sponsored by JAFRA Cosmetics, 2451 Townsgate Road, Westlake Village, CA 91361 JAFRA USA, 2451 Townsgate Road, Westlake Village, CA 91361 (collectively, the “**Sponsor**”).

2. Eligibility: The Giveaway is open to US Participants (each, a “**Participant**”, and collectively “**Participants**”) who are legal U.S. residents currently residing in the fifty (50) United States, including the District of Columbia, and who are older than eighteen (18) years of age or the age of majority or older as of the date of entry, whichever is older. Employees, officers, and directors of the Sponsor or any of its respective parents, affiliates, subsidiaries, representatives, Participants, contractors, legal counsel, advertising, public relations, Giveaways, fulfillment, and marketing agencies, web site providers, web masters, and or any other agencies of entities involved with this Giveaway (collectively, the “**Giveaway Entities**”), and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation in the Giveaway constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

3. How to Enter: In order to enter into the Giveaway, Participants must follow the following steps during the Giveaway Period: (1) Follow “JAFRA Cosmetics” on Instagram or Facebook, (2) like the Zoogar Fragrance Giveaway Post, (3) tag 3 friends, and (4) add #jafracontest. If you do not have an Instagram or Facebook account, you can join for free at www.instagram.com or www.facebook.com. Upon following these instructions, Participants will automatically be entered with one (1) entry into the Giveaway. Participant may also enter the Giveaway by mailing a 3x5 card with the title “Zoogar Fragrance Giveaway”, and the Participant’s name to JAFRA US c/o Communications and Marketing Specialist, 2451 Townsgate Rd, Westlake Village, CA 91361. Participant must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded. By registering, you agree that Sponsor may contact you via social media, including on Instagram, by sending you a direct message, tagging you, contacting you via Instagram Direct Message, posting to your Instagram page or naming you on Sponsor’s Instagram page. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. **NO LIMIT.** Automated or bulk

entries or entries submitted by third parties will be disqualified. Entries must be submitted by the Participant herself/himself and not by any other person on her/his behalf. No copies, facsimiles, or mechanical reproductions of the Entry Form will be accepted. Any attempt by any entrant to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that entrant's plays and/or entries, and that entrant may be disqualified at Sponsor's discretion. Multiple participants are not permitted to share the same email address. In the event of a dispute as to any registration or play, the authorized account holder of the email address linked to the entrant's Instagram account will be deemed to be the registrant or player. 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 winners may be required to show proof of being the authorized account holder and Participant's assigned Instagram handle or forfeit the prize. You must complete all required information to be eligible to enter. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

Entrant acknowledges and agrees that he or she is required to clearly and conspicuously disclose that he or she is a Participant for Jafra in online social sharing interactions, and to disclose that he or she is participating in the Giveaway, as applicable, in online sharing interactions. This may be done, for example, by including the hashtags #Jafracontest, or #promoted in social media communications. Sponsor reserves the right in its sole discretion to disqualify any entrant who does not adequately disclose his or her participation while engaging in any online social sharing interaction.

Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use Giveaway's entrants' personal information submitted with entry for purposes of prize fulfillment, for future marketing by Sponsor, and to contact entrants via Instagram messenger and the Group. Sponsor will not sell personal information submitted with entry to outside solicitors.

4. Selection of Winners: On or about January 25, 2020, Sponsor will select the name of the potential winner of the prize in a random drawing from among all entries received. The odds of winning are based on the number of eligible entries received. The potential winner will be notified by telephone or direct Instagram or Facebook message/comment on or about January 25, 2020. Except where legally prohibited, each potential prize winner may be required to sign and return, within seven (7) days of being notified, a Declaration of Eligibility, Liability & Publicity Release in order to claim his or her prize. If the potential winner cannot be contacted within five (5) days after the first attempt to contact him/her, or if he/she fails to sign and return the Declaration of Eligibility, Liability & Publicity Release (if applicable), or in the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GIVEAWAY. AN ENTRANT IS NOT A WINNER OF ANY

PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. Prizes: One (1) prize, a Zoogar perfume will be awarded on Sponsor's Instagram and Facebook. Total Approximate Retail Value ("ARV") of the prize: \$23.00 USD.

PRIZE RESTRICTIONS: Limit one (1) prize per person, per household. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize(s). Prize cannot be used in conjunction with any other Giveaway or offer. Only the number of prizes stated in these Official Rules is available to be won in the Giveaway. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

6. GENERAL CONDITIONS: This Giveaway is governed by the laws of the United States. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Giveaway. Sponsors and its agents are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS GIVEAWAY OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the website, and/or the legitimate operation of the Giveaway; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Giveaway is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) cancel or terminate the Giveaway (or any portion thereof); (b) modify the Giveaway or suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

7. PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS GIVEAWAY, ENTRANT AGREES THAT THE GIVEAWAY ENTITIES AND

INSTAGRAM (THE “RELEASED PARTIES”) WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS GIVEAWAY OR IN ANY GIVEAWAY RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS GIVEAWAY, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS GIVEAWAY OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE GIVEAWAY CONSTITUTES WINNER’S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER’S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND GIVEAWAYAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL COMPENSATION, PERMISSION, OR NOTIFICATION.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS GIVEAWAY, INCLUDING INSTAGRAM AND ALL PRIZES, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. DISPUTES. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway 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 District of Delaware, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event shall the Released Parties be liable for attorneys' fees and in no event more than USD \$100.00; 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 Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware.

10. PRIVACY: Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at <http://www.jafra.com/customer-service/privacy-policy/>.

11. OFFICIAL RULES AND WINNERS LIST: Entrants may obtain a copy of these Official Rules by visiting the URL listed on Sponsor's Instagram page or by sending a self-addressed, stamped envelope to: JAFRA USA, 2451 Townsgate Road, Westlake Village, CA 91361, Attention: Zoogar Fragrance Giveaway. The name of the winner will be posted on the Instagram post comments section. For a list of winners available after January 25, 2020, send a self-addressed, stamped envelope for receipt by DATE to: JAFRA USA, 2451 Townsgate Road, Westlake Village, CA 91361, Attention: Zoogar Fragrance Giveaway. Vermont residents may exclude return postage.

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