

## **CND Vinylux ULTA Sweepstakes OFFICIAL RULES**

1. **No purchase or payment of any kind is necessary to enter or win.** A purchase or payment will not increase your chances of winning. You must have internet access, a valid e-mail address, and an active Instagram or Twitter account at the time of entry to participate in this sweepstakes promotion. If you don't already have an Instagram or Twitter Account, you may create an account without cost by visiting [Instagram.com](https://www.instagram.com) or [Twitter.com](https://www.twitter.com) and following the instructions to create your own account.

2. To enter: Once you are following @cndworld on Instagram or on Twitter, post an original photograph showing a CND Vinylux nail polish bottle with the hashtag #VinyluxUltraSweeps and then complete the official entry form at [vinyluxultasweeps.com](https://vinyluxultasweeps.com) (the "Website"). The Sweepstakes begins at 9:00 a.m. (ET) on August 12, 2017 and ends at 11:00 p.m. (ET) on December 8, 2017 ("Sweepstakes Period"). You may enter multiple times during the Sweepstakes Period by posting another photo with the hashtag without completing another official entry form on the Website. Entries that are late, incomplete, misdirected, unintelligible or lost are void. Use of any robotic, automatic, programmed or similar entry method or more than one entry per person will void all your entries and result in your disqualification. Multiple entrants are not permitted to share the same Instagram or Twitter account. Any attempt to enter more than allowed by using multiple or different accounts, identities, registrations, or logins, or through any other methods, will result in disqualification of all such entrant's entries. In order for an entry to be valid, your account settings must be public and viewable by the Sponsor; or if private, you must allow sponsor to follow you on your account to verify.

3. Open only to legal residents of 48 contiguous United States including the District of Columbia, who are 21 years of age or older at time of entry. Void in Alaska, Hawaii and where prohibited by law. Employees, officers and directors of Sandbox Marketing ("Sponsor"), its affiliates, subsidiaries, distributors, advertising and promotional agencies and the immediate family members (spouse, children, parents, siblings) or household members (whether or not related) of each such employee are not eligible to enter or win.

4. One (1) Grand Prize winner will win a three-night trip for two people to New York City to attend one New York Fashion Week Show during the week of February 8, 2018. Grand Prize Winner will be selected by random drawing held from among all eligible entries received during the Sweepstakes Period on or about December 8, 2017 by Sponsor, whose decisions are final. Potential winner will be notified via email or direct message. Prize includes round-trip coach class airfare for Winner and a guest from major airport closest to Winner's residence to New York City; hotel accommodations (single room, double occupancy); reimbursement for ground transportation while in NYC (up to \$700.00); and tickets for two (2) people to attend one CND-sponsored Designer Fashion Show. Sponsor reserves the right to substitute a Prize or portions of the Prize with substitutes of equal or greater value in the event of unavailability or other factors as determined by Sponsor in its sole discretion. Sponsor is not liable for any expenses incurred as a consequence of any blackout days or other travel restrictions, flight cancellation or delay or airline issues that prevent the prize winner from traveling. Winner and guest must travel together and attend the Shows on the same itinerary, and are responsible for obtaining any required travel documents prior to travel. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18), unless the child or legal ward of winner and must sign a liability/publicity release prior to issuance of travel documents. If guest is a child or legal ward of winner, winner must

sign and return a release on behalf of such child or legal ward. Travel must be made through Sponsor's agent, on a carrier of Sponsor's choice. All other costs associated with use and acceptance of the prize, such as meals, souvenirs, gratuities and other travel expenses not specified herein as being provided, are not included in the prize and are the sole responsibility of the winner. The Approximate Retail Value ("ARV") of the Grand Prize is \$4,900.00. Prize is not transferable and prize substitution will not be allowed. Winner is solely responsible for paying all applicable federal, state, and local taxes, if any, and for all other unspecified expenses associated with the acceptance and/or use of prize. Prizes will be awarded if properly claimed. Odds of winning will depend on the number of eligible entries received.

5. This Sweepstakes promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter. If you participate via your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding message and data pricing plans. All of Instagram's and Twitter's terms of use apply. Any comment or photo posted by you must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; must not disparage Sponsor or any other person or party affiliated with the Contest; must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous, libelous or otherwise questionable; must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state or province where your photo is created; must not contain personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); must not contain commercial messages, comparisons or solicitations for products or services other than products of Sponsor or any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; all as determined by the Sponsor in its sole and absolute discretion. The Sponsor reserves the right, in its sole and absolute discretion, at any time and for any reason to screen any Post(s). Any Post that the Sponsor deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules is subject to disqualification. Sponsor retains sole discretion as to what constitutes inappropriate content. The Sponsor reserves the right, in its sole and absolute discretion at any time and for any reason, to request an entrant to modify, edit and/or re-submit his or her Post in order to ensure that the Post and complies with these Rules, or for any other reason. If such an action is necessary at any point during or after the Sweepstakes, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Post (and therefore the corresponding Entry and/or the associated entrant). Participation in the Sweepstakes is subject to all federal, state and local laws and regulations.

6. Winner and guest will be required to sign and return to Sponsor an Affidavit of Eligibility, a Liability Release and a Publicity Release (except where prohibited by law) within three (3) days of attempted notification. Failure to comply with this condition or the return of prize documents as undeliverable, will result in forfeiture of prize, without compensation, and an alternate winner will be selected. Participation constitutes permission to use winner's and guest's name and likeness for purposes of advertising, promotion, and publicity without additional compensation, unless prohibited by law. Entrants agree to abide by these Official Rules and by the decisions of the Sponsor. Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process. In the event of a dispute as to any entry, the authorized Instagram account holder used to enter will be deemed to be the entrant. By accepting a prize, winner and guest release and agree to hold harmless Sponsor, prize providers, Instagram and Twitter, and each of their respective affiliates, directors, employees, officers

and agents, including without limitation, their advertising or promotion agencies from any and all liability, injury, loss, or damage of any kind, including but not limited to personal injury or death, arising from or in connection with participation in the Sweepstakes, or the awarding, receipt, possession, use or misuse of any prize and/or with respect to participation in any prize-related activity. Sponsor and its agencies are not responsible for any incorrect or inaccurate information caused by users; any error, omission, interruption, deletion, defect, delay in operation or transmission, communications-line failure, theft, or destruction or unauthorized access of any website, application or any communication channel; damage to any computer, phone or other device; or downloading or posting of materials. If, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the promotion, or if technical difficulties compromise the integrity of the Sweepstakes, the Sponsor reserves the right to disqualify suspect entries and/or modify or terminate the Sweepstakes in a manner deemed reasonable by the Sponsor, at the Sponsor's sole discretion. In the event of termination, Sponsor will select winners from the non-suspect entries received prior to the date of termination.

7. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. By entering this Sweepstakes, participant waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of California. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Los Angeles County, California, and agree that all disputes shall be resolved exclusively in a court of competent jurisdiction in Los Angeles County, California.

8. For a list of winners, visit [vinyluxULTAsweeps.com](http://vinyluxULTAsweeps.com) and click on the Sweepstakes winners list link after December 20, 2017. Do not contact CND, Instagram or Twitter for any information about this Sweepstakes.

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