

Post Your Best Color, Cut and Style for a Chance to Win a \$500 ULTA Beauty Gift Card Shopping Spree
2018 OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1) **ELIGIBILITY:** ("Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are (a) over the age of majority in their jurisdiction of residence at the time of entry; (b) registered users of Instagram (www.instagram.com) with an active, public account from the time of entry until the end of the Promotion Period (defined below); and (c) state-licensed cosmetologists in their jurisdiction of residence from the time of entry until the time the Prize is awarded (unless prohibited by law). The Promotion is (a) governed by these Official Rules, (b) void where prohibited or restricted by law, and (c) subject to all applicable federal, state, and local laws and regulations. You must have access to the Internet and a valid email address to enter. By entering, you agree that you have read and consent to be bound by these Official Rules, and Sponsor's privacy policy, available [here](#). Eligibility is conditioned on the acceptance of these Official Rules and Sponsor's privacy policy at time of entry.
- 2) **HOW TO ENTER:** The Promotion begins on April 15, 2018 at 12:00 AM Central Time ("CT") and ends July 15, 2018 at 11:59:59 CT ("Promotion Period"), and is designed to give eligible entrants the opportunity to submit a photo for an opportunity to win a Prize in accordance with these Official Rules. Post a photo showing a color, cut and style you created for a client or model on your Instagram account and include the hashtag #ultabeautyshopingspree in your post (each a "Submission").

Limit three (3) unique Submission(s) per person/account during the Promotion Period, regardless of method of entry.

Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, all of which are void. Each potential winner may be required to show proof of being the authorized individual account holder of the Instagram account associated with the winning Submission. Sponsor's computer is the official Promotion clock. **Message and data rates may apply for Submissions submitted via mobile devices. Check with your mobile carrier for more information.**

- 3) **SUBMISSION REQUIREMENTS:** Each Submission must include one (1) Instagram post containing a photo(s) showing the cut, color and style of hair you created for a client/model. Each Submission must also comply with the following:
 - a) Each Submission must meet the technical and content requirements of Instagram (available at www.instagram.com).
 - b) Submissions that feature, mention, refer or otherwise allude to the name, logo or trademark of any entity, third party individual, product or brand other than those owned, offered for sale, or otherwise licensed by Ulta Beauty may not be submitted, and may be disqualified at any time in Sponsor's sole and unfettered discretion.
 - c) Any Submission that fails to meet the Sponsor's specifications may be disqualified at any time in Sponsor's sole and unfettered discretion.
 - d) The Submission must be your own original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
 - e) The Submission may not have been previously published or distributed in any media, and may not have been entered in or won any previous sweepstakes, contest(s), or other promotion(s).

- f) Submissions that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, non-family-friendly, and/or Submissions that otherwise contain inappropriate content or objectionable material may not be submitted and may be disqualified at any time in Sponsor's sole and unfettered discretion.
- g) Submissions that contain any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer in any way may not be submitted and may be disqualified at any time in Sponsor's sole and unfettered discretion.
- (h) Submissions must not contain any image or other personally identifiable information of any person other than yourself unless you have the express written consent of each such person. Should you include personally identifiable information about yourself or any other person in your Submission, you acknowledge and agree that such information will be disclosed publicly, and that you are solely responsible for any consequences thereof.
- (i) You may not be, nor may you work with parties in conjunction with your Submissions who are: 1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display your Submission in any media form; or 2) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the Submission worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.

Sponsor reserves the right in its sole and unfettered discretion to disqualify any Submission that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. The decisions of the Sponsor on this and all matters pertaining to the Promotion shall be final and binding.

- 4) **INTELLECTUAL PROPERTY:** The intellectual rights to the Submission, if any, will remain with the entrant, except that these Official Rules do not supersede any other assignment or grant of rights according to any other separate agreements between entrants and other parties. As a condition of entry, entrant agrees that Sponsor shall have the right to use, copy, modify and make available the Submission in connection with the operation, conduct, administration, and advertising and promotion of the Promotion and of Sponsor via communication to the public, including, but not limited to the right to make screenshots, animations, and video clips available to the public for promotional and publicity purposes. Furthermore, by participating in the Promotion and/or accepting the Prize, each entrant grants (and agrees to confirm that grant in writing) to Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered without notice, review or approval and without additional compensation, except where otherwise prohibited by law
- 5) **WINNER SELECTION:** A panel of judges (the "Judges") will review the Submissions based on the following weighted judging criteria: (A) audience appeal [40 %]; (B) creativity [30 %]; and (C) technical skill [30 %]. The Submission that achieves the highest overall score from the Judges will be awarded the Prize. In the event of a tie, the Submission among the tied entries with the highest score from the Judges in "audience appeal" will be deemed the winner. All potential winners are subject to verification of eligibility and compliance with these Official Rules. Decisions of Sponsor and Judges are final and binding. Potential winner(s) will be contacted by Instagram direct message, email and/or phone at Sponsor's sole discretion, and will be asked to provide the necessary information (such as first and last name, email address, mailing address, and/or phone number) to Sponsor.
- 6) **PRIZE(S):** There will be one (1) Prize, consisting of a \$500 ULTA Beauty Gift Card

Actual value of Prize may differ from ARV, and Sponsor will not award the difference. No transfer, substitution, or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. All expenses not specifically identified in these Official Rules are the sole responsibility of the winner, including all federal, state, and local taxes, and upgrades. All prizes are taxable income to the recipient. If the winner is not an employee of Sponsor, winner will need to complete a Form W-9 upon acceptance of prize. If the winner is an employee of Sponsor (or one of its corporate affiliates), then the prize will be added to the winner's W-2 reportable earnings and subject to payroll taxes and income tax withholding. Actual prize may differ from promotion images. Values are subject to market conditions, which can fluctuate, and any difference between actual market value and ARV will not be awarded.

- 7) **CONDITIONS OF PARTICIPATION:** Prize is not transferable. Taxes on Prize are sole responsibility of winner. No Prize substitutions or cash redemptions allowed, except by Sponsor, who may substitute a Prize of equal or greater value if advertised Prize becomes unavailable. Sponsor shall not be held responsible for any delays in awarding the Prize or any component thereof for any reason. Entry into this Promotion constitutes entrant's agreement to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Promotion. Potential Prize winner may be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release and a Confidentiality Agreement within 24-48 hours following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. In the event that any prize notification message is returned as undeliverable or if no response to the prize notification message is received within the time period stated or if the potential winner is found ineligible or does not comply with these Official Rules, the Prize may, in the Sponsor's sole and absolute discretion, be forfeited and awarded to the alternate potential winner whose Submission achieved the next highest overall score in the judging criteria as determined by the Judges in their sole discretion. If Sponsor is unable to confirm a winner after three (3) good faith attempts, the Prize may not be awarded. If the confirmed winner forfeits the Prize for any reason after confirmation, no alternate winner will be selected. In no event will more than one (1) Prize be awarded. If, for any reason, more than one (1) prize notification is sent (or more than one (1) claim is received), Sponsor reserves the right to award the prize through a random drawing from among all eligible prize claims received. As a condition of entry, entrants agree that (1) the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram; and (2) any questions, comments or complaints regarding the Promotion will be directed to Sponsor, not to Instagram. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
- 8) **RELEASE:** By participating in the Promotion, winner agrees to release Sponsor, Instagram, and each of their respective parent companies, subsidiaries, affiliates, related companies and advertising, promotion and public relations agencies, and each of their respective officers, directors, employees and agents ("Released Parties") from any and all liability, loss or damage of any kind arising out of or in connection with their participation in this Promotion or with respect to awarding, receipt, possession, use and/or misuse of any Prize. The Released Parties not responsible for any typographical or other error in the printing of the offer, administration of the Promotion, or in the announcement of the prize. An entrant may be prohibited from participating in this Promotion if, in Sponsor's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of this Promotion by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Released Parties, or associated agencies or entities.
- 9) **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Illinois. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law or conflict of law rules (whether of the State of Illinois or

any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

- 10) **WARRANTY AND INDEMNITY:** Each entrant represents and warrants that their Submission is original, that they are the sole and exclusive owner and right holder of the submitted Submission, and that they have the right to submit the Submission in the Promotion. Each entrant further represents and warrants that their Submission does not (1) infringe any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) include any personally identifiable information of any person other than entrant without such person's prior written consent; or (3) otherwise violate any applicable law. To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified the Released Parties at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Released Parties may become liable by reason of or related or incidental to any act, default or omission by an entrant under these Official Rules including without limitation resulting from or in relation to any breach, non-observance, act or omission, whether negligent or otherwise, of these Official Rules by an entrant.
- 11) **ELIMINATION:** Any false information provided within the context of the Promotion by any entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these Official Rules or the like may result in the immediate elimination of the entrant from the Promotion. Sponsor further reserves the right to disqualify any Submission that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these Official Rules.
- 12) **WAIVER:** Entrants hereby waive all rights to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased.
- 13) **LIMIT OF LIABILITY:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry or Submission information by Sponsor on account of technical problems or traffic congestion via mobile phone or otherwise. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, act of God, or any other causes which corrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any portion thereof at any time, and for any reason without further obligation or advance notice. Sponsor reserves the right, but does not have any obligation, to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process or the operation of the Promotion or acts in violation of these Official Rules or in an unsportsmanlike or disruptive manner.
- 14) **CAUTION:** Any attempt by an entrant to deliberately damage any associated website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent of the law.
- 15) **SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- 16) **WINNERS' LIST:** For a copy of the winners' list, send a self-addressed, stamped envelope postmarked by August 1, 2018 to Ulta Beauty, 1000 Remington Blvd. Suite 120 Bolingbrook, IL 60440, Attention: Katie Pohlman.

17) **SPONSOR:** Ulta Salon, Cosmetics & Fragrance, Inc., 1000 Remington Blvd. Suite 120 Bolingbrook, IL 60440