

**Twitter Sweepstakes
Official Rules**

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES OR TO RECEIVE A PRIZE.** A PURCHASE WILL NOT AFFECT OR IMPROVE THE CHANCES OF WINNING. This sweepstakes ("**Sweepstakes**") is subject to all applicable laws and regulations. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**
2. Sponsors: Sephora USA, Inc., 525 Market Street, 32nd Floor, San Francisco, CA 94105 (www.sephora.com). This Sweepstakes is not sponsored, endorsed or administered by, or associated with, Twitter, Inc.
3. Eligibility: Sweepstakes is open only to legal residents of the United States (including Puerto Rico but excluding Rhode Island, Guam and all other U.S. and foreign territories and possessions not otherwise mentioned herein) who are at least 18 years of age and the age of majority in their state or territory of primary residence as of the date of entry as of the date of entry and who have a non-protected Twitter account (no purchase or payment is necessary to sign up for a Twitter account). **NOTE**: Due to the way the Twitter service is operated, Sponsor may not receive entries from Twitter users with "protected" updates (i.e., where only people the user has approved can view updates). Sweepstakes is not open to employees, independent contractors, officers, directors, agents or representatives of Sponsor or of Sponsor's parents, affiliates, subsidiaries, successors and/or assigns, Sponsor's advertising, promotion and fulfillment agencies, legal advisors, and the immediate family members (mother, father, brother, sister, daughter, son or spouse, regardless of where they live) and persons living in the same household (whether or not related) of any of the foregoing (collectively, "**Sweepstakes Entities**").
4. Entry Method: To enter the Sweepstakes, follow the instructions in the call to action provided in any tweet message received from Sponsor during the Sweepstakes Period that indicates there is a chance to win a prize. Instructions may include tweeting a specific message or unique term or hashtag, or tweeting a reply to a question posed by Sponsor. Sponsor may, at its sole discretion, accept a technically incorrect term or message. To qualify for entry, a tweet message must be a targeted reply to Sponsor's Twitter account (i.e., @sephora) using Twitter's @Reply function. If an entrant's Twitter account is set to "protected mode" your updates/responses may not be visible in Sponsor's @Reply inbox, and may not be received by Sponsor unless entrant has previously consented to permit Sponsor to view entrant's Twitter updates. @Reply messages not received by Sponsor during the Sweepstakes Period will not be entered into the Sweepstakes.

Only one (1) entry, per person will be accepted during the Sweepstakes Period. Subsequent attempts made by the same individual to submit multiple entries by using multiple Twitter accounts or otherwise may be disqualified. Entries generated by a script, computer programs, macro, or other automated means will be disqualified. Entries that are incomplete, lost, late or misdirected, deceptive or otherwise not in compliance with these official rules may be disqualified at Sponsor's sole and absolute discretion. Sponsor is not responsible for late, incomplete, misdirected, delayed, or undelivered entries, including without limitation entries not timely received due to telephone failures, Internet or website failures and disruptions, and ISP problems. Incomplete information may result in disqualification of entry. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the email address associated with the Twitter account of the entry, which the entrant will have the obligation to establish. All entries carry an equal chance of winning.
5. Sweepstakes Period: The first Sweepstakes Period will begin on August 21, 2012 at 10:00 am PT and will end on August 21, 2012 at 3:00 pm. PT. The second Sweepstakes Period will begin on August 22, 2012 at 10:00 am PT and will end on August 22, 2012 at 3:00 pm. PT. The third Sweepstakes Period will begin on August 23, 2012 at 10:00 am PT and will end on August 23, 2012 at 3:00 pm. PT.
6. Selection of Winners: Winners will be selected from all eligible entries received during the Sweepstakes Period (as determined by checking the Sephora @Reply folder for qualified and complete responses to Sponsor updates calling for entries) in a random drawing conducted by Sephora each day (August 21-23) after the end of the Sweepstakes Period. The potential winners will be contacted by Sponsor via a direct message to the potential winner's Twitter account, and for that reason, must be a "follower" of Sephora's Twitter account in order for Sponsor to be able to contact the selected winner. (This requirement is only for the purposes of facilitating eligibility verification and prize fulfillment communication and may be discontinued following that process.) If a potential winner forfeits a prize (see Section 9), an alternate winner will be selected from all remaining eligible entries until a winner is determined. The odds of winning depend upon the total number of eligible entries received during the Sweepstakes Period. All decisions of Sponsor are final and binding on all entrants.
7. Prizes: Three (3) winners will be awarded three different grand prizes with an approximate retail value ranging from \$100.00 to \$198.00. The three grand prizes consist of the following products:

Prize: Day 1	LG Lady Gaga Helvetica Monster Sunglasses	1	\$25.00
	Lady Gaga Hardcover 2010 Monster Tour Program	1	\$75.00
	Day 1 Total		\$100.00
Prize: Day 2	Lady Gaga The Fame Monster USB Drive	1	\$49.00
	Lady Gaga v2 Heartbeats—White	1	\$149.00
	Day 2 Total		\$198.00
Prize: Day 3	Lady Gaga v71 The Collector's Edition	1	\$150.00
	Day 3 Total		\$150.00
	Total Retail Value -		5 \$448.00

Prizes are non-refundable and non-transferable, cannot be combined with any other special offer or promotion, and must be accepted as awarded. Prizes may not be exchanged for cash value or substituted, except that Sponsor reserves the right in its sole discretion to substitute with either the cash value of the prize, or a prize or prizes of equal or greater value. Applicable federal, state or local taxes and any other costs or expenses associated with the prize are the sole responsibility of the winner. There will be no other prizes. All prizes will be awarded. Total approximate retail value of all prizes is \$448.00. Prizes will be delivered to confirmed winners to a valid U.S. address within 3 weeks of a winner's return of a signed and completed affidavit of eligibility and liability/publicity release (see Section 9).

The Sweepstakes is an independent promotion for consumers conducted by the Sponsor and is not affiliated with, sponsored by or endorsed by any of the above-listed products or retailers. Third party trademarks and logos, including without limitation, the individual names of the products and retailers, are the property of their respective owners.

- All entries become the property of Sponsor and will not be acknowledged or returned. By participating, each entrant agrees to comply with these official rules and agrees that Sponsor is not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error that may occur in the processing of entries in the Sweepstakes. Sponsor assumes 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 tampering with or hacking of, the web site or any technical failure or malfunction, or any injury or damage to an entrant's or any other person's computer or property.

IN NO EVENT WILL SPONSOR OR ANY SWEEPSTAKES ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, ANY PRIZES WON, ENTRANT'S ACCESS TO OR USE OF SPONSOR'S WEB SITES OR THE TWITTER WEBSITE, OR THE ACCESSING, DOWNLOADING AND/OR PRINTING OF ANY MATERIAL AVAILABLE ON SAID SITES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

- By accepting a prize in this Sweepstakes, each winner grants to Sponsor, where permitted by law, the right to use and publish (worldwide and via the Internet) his/her name, city and state of residence, portrait, image, picture, voice, likeness and comments for advertising, trade and promotional purposes without notification, review or approval, and without additional consideration. To receive a prize, each winner will be required to provide entrant's full name, mailing address, telephone number and/or email address. A winner may also be required to complete, sign and return an affidavit of eligibility and liability/publicity release. A winner's prize will be forfeited and awarded to an alternate winner (selected by random drawing in accordance with Section 6) upon the occurrence of any of the following: (i) the failure of winner to confirm acceptance of the prize and return any required documents within seven (7) days of prize notification by Sponsor; (ii) the return of a prize or prize

notification to Sponsor as non-deliverable; or (iii) the determination by Sponsor that winner is ineligible or otherwise not in compliance with these official rules.

BY ACCEPTING A PRIZE, EACH WINNER AGREES TO INDEMNIFY AND HOLD HARMLESS SPONSOR AND ALL SWEEPSTAKES ENTITIES FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, ARISING FROM OR IN CONNECTION WITH ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, PARTICIPATION IN THIS SWEEPSTAKES OR ANY SWEEPSTAKES-RELATED ACTIVITY.

10. Sponsor is not responsible for any changes or unavailability of the Twitter service that may interfere with the Sweepstakes (including any limitations, restrictions or conditions on Sponsor's ability to use the service for the Sweepstakes) or ability of entrant to timely enter, receive notices or communicate with Sponsor. If, for any reason, the Sweepstakes is not capable of running as planned because of circumstances including, but not limited to, unauthorized intervention, fraud, technical failures, changes in the Twitter service, or any other causes, which, in Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in their sole discretion and determination of fairness, to cancel, terminate, modify or suspend the Sweepstakes and to select the winners from entries received prior to such event or interruption. Sponsor may disqualify any entrant who tampers with the entry process or operation of the Sweepstakes or who violates these official rules. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted on Twitter via a Sponsor update and/or on the site(s) where these Official Rules have been posted.
11. By registering to enter the Sweepstakes, each entrant acknowledges he/she has read, understands and will abide by these official rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of entrants and/or Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with, the laws of the State of California, without regard to the conflict of laws principles. In the event of any inconsistency between the full version of these official rules and any abbreviated rules, the one most beneficial for entrants shall prevail.
12. For a list of names of winners or a copy of these official rules, send a self-addressed stamped envelope for receipt by August 21, 2013, to: "Sephora Twitter Sweepstakes – Gaga Giveaway," Sephora USA, Inc., 525 Market Street, 32nd Floor, San Francisco CA 94105. Vermont residents may exclude stamp on return envelope.
13. Except as provided in Section 9 regarding the use of certain winner information, the personal information collected from each entrant with respect to the Sweepstakes will be used by Sephora for the purposes of administration of the Sweepstakes.