

Twitter Sweepstakes Official Rules

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THESE SWEEPSTAKES OR TO RECEIVE A PRIZE.** A PURCHASE WILL NOT AFFECT OR IMPROVE THE CHANCES OF WINNING. These sweepstakes (each, a “**Sweepstakes**”) are subject to all applicable laws and regulations. **Void where prohibited or restricted by law.**

2. **Sponsor:** Sephora USA, Inc., 525 Market Street, 32nd Floor, San Francisco, CA 94105 (www.sephora.com). These Sweepstakes are not sponsored, endorsed or administered by, or associated with, Twitter, Inc.

3. **Eligibility:** Sweepstakes are open only to legal residents of the United States (including Puerto Rico but excluding 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 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 are 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 a Sweepstakes, Tweet your Entry (described below) during a Sweepstakes Period. Your Entry must include the name of a product currently available on Sponsor’s website (www.sephora.com) with a retail price of \$100 or less [Note: If a product has multiple sizes and the entrant does not specify a size, Sephora will award the largest size possible that is \$100 or less.] and the hashtag #SephoraGiveaway, and your Entry 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 any Sweepstakes Period will not be entered into the Sweepstakes for that Sweepstakes Period.

Only one (1) Entry per person will be accepted during each Sweepstakes Period[; provided however that if an entrant is selected as a winner for a Sweepstakes Period, that entrant will not be eligible to enter or to win a prize in any subsequent Sweepstakes Period]. Subsequent attempts made by the same individual to submit multiple entries during any Sweepstakes Period 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. In the event of a dispute over the identity of an entrant, an 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[, provided however that if an entrant is selected as a winner for a Sweepstakes Period, that entrant will not be eligible to win a prize in any subsequent Sweepstakes Period]

5. **Sweepstakes Period:** Each Sweepstakes Period will begin on 12:00 am PT each day and will end on 11:59 pm PT of that day. The first Sweepstakes Period will begin on December 3, 2012 at 12:00 am PT and the last Sweepstakes Period will end on 11:59 pm PT of December 14, 2012.

6. **Selection of Winners:** The winner of each Sweepstakes Period will be selected from all eligible Entries received during the applicable Sweepstakes Period (as determined by checking the Sephora @Reply folder for qualified Entries) in random drawings conducted by Sponsor on the business day following the end of each Sweepstakes Period. Each potential winner 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 Sponsor’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 received during the applicable Sweepstakes Period until a winner is determined. The odds of winning depend upon the total number of eligible Entries received during the applicable Sweepstakes Period. All decisions of Sponsor are final and binding on all entrants.

7. Prizes: One (1) winner each Sweepstakes Period will be awarded a prize, which will have a maximum retail value of \$200 (the actual retail value of the prize will depend on the value of the specific prize won by the winner). The prize will be two (2) of the product identified in the winner's Entry.

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. 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).

8. 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 these Sweepstakes or by any technical or human error that may occur in the processing of entries in these 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 THESE 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.

9. By accepting a prize in these 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 these Sweepstakes (including any limitations, restrictions or conditions on Sponsor's ability to use the service for these Sweepstakes) or ability of entrant to timely enter, receive notices or communicate with Sponsor. If, for any reason, these Sweepstakes are 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 its sole discretion and determination of fairness, to cancel, terminate, modify or suspend these 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 these Sweepstakes or who violates these official rules. If these Sweepstakes are terminated due to tampering or technical difficulties prior to the end of the last Sweepstakes Period, 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 entering these 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 these 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 December 17, 2013, to: "Sephora 2012 Holiday Twitter Sweepstakes" 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, any personal information collected from each entrant with respect to these Sweepstakes will be used by Sponsor for the purposes of administration of these Sweepstakes.