

REFINERY29 | BOBBI BROWN PROFESSIONAL COSMETICS
“FACE THE DAY” PINTEREST CONTEST OFFICIAL RULES

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY PINTEREST

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **Eligibility:** The REFINERY29/BOBBI BROWN PROFESSIONAL COSMETICS FACE THE DAY CONTEST ("Contest") is open only to legal residents of the forty-eight (48) states of the continental United States and the District of Columbia who are 18 years of age or older at the time of entry. Employees of Refinery 29, Inc. ("Refinery29"), Bobbi Brown Professional Cosmetics, Inc. ("Bobbi Brown Professional Cosmetics") and their parent and affiliate companies, subsidiaries, divisions, promotion agencies, suppliers and members of their immediate families, are not eligible. Void where prohibited by law. For purposes of this Contest, "immediate family" is defined as spouses, parents, children, siblings and their respective spouses, regardless of whether or not they reside in the same household.
2. **Sponsor:** Refinery 29, Inc., 225 Broadway, New York, NY 10007, U.S.A. This Contest is not sponsored or administered by Bobbi Brown Professional Cosmetics or Pinterest.
3. **Prize Provider:** Refinery 29, Inc. and Bobbi Brown Professional Cosmetics, Inc., 575 Broadway, 4th Floor, New York, NY 10012, U.S.A.
4. **Timing:** The Contest begins on April 17, 2014 at 12:00AM (EST) and ends on May 7, 2014 at 11:59PM (EST) (the "Contest Period").

How to Enter: You must have a valid Pinterest account to participate in the Contest. During the Contest Period, you may enter this Contest by going www.refinery29.com/commuter-bags ("Contest Entry Page") and performing the following steps:

- From the Contest Entry Page, pick an image to pin ("Entry Image"). The image itself can be from anywhere -- just make sure you access it in one of the following ways so that we know you've entered: (1) select the image from one of the inspirational images provided, or (2) search for the image using the search bar on the Contest Entry Page.
- Fill out the entry form on the Contest Entry Page.

- From the “pin it” page linked to your Entry Image, create a board called “Face The Day” (each board, an “Entry”). Please make sure the board is publicly viewable (and not a “secret board”).

If you’d like, please feel free to pin more “commuting essentials” to your Face The Day board. We want to see all the things that enable you to get from place to place and look fabulous while doing it!

By participating in the Contest, you acknowledge and agree to Pinterest’s Terms of Service <http://about.pinterest.com/terms/>, Pinterest’s Privacy Policy <http://about.pinterest.com/privacy/>, Refinery29’s Privacy Policy <http://www.refinery29.com/privacy>, and any other relevant rules, policies or regulations.

Limit one (1) Entry per person, per email address, per Pinterest account. The person submitting the Entry must be the authorized account holder of the Pinterest account associated with the Entry.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on www.pinterest.com or other websites, applications or social media platforms (including those of Refinery29 and Bobbi Brown Professional Cosmetics). Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties.

5. **Use of Entry:** By submitting an Entry, each entrant hereby grants Refinery29 and Bobbi Brown Professional Cosmetics a non-exclusive, worldwide, perpetual, irrevocable, fully transferable and sublicensable right and license to use, modify and otherwise fully exploit the Entry submitted (including the copyright thereto and all rights embodied therein). For clarity, the foregoing license permits, but does not obligate, Refinery29, Bobbi Brown Professional Cosmetics, and their respective designees to exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party, and entrant hereby agrees to execute specific consent to such use if asked to do so.
6. **Additional Entry Requirements** – Entries may not contain, as determined by Refinery29, in its sole discretion, any content that:
 - is sexually explicit or suggestive; profane or pornographic; contains nudity;

- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
 - is obscene or offensive; endorses any form of hate or hate group; is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group
 - appears to duplicate any other submitted Entries;
 - defames, misrepresents or contains disparaging remarks about other people or companies;
 - contains trademarks, logos, or trade dress owned by others, without permission; contains copyrighted materials owned by others (including photographs, sculptures, paintings, other works of art or images published on or in websites, television, movies or other media or any other third party content), without permission;
 - contains any personal identification, such as personal names, e-mail addresses or street addresses;
 - contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission; contains look-alikes of celebrities or other public or private figures, living or dead;
 - communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
 - violates any law, rule or regulation.
7. **Entry Errors:** Neither Refinery29 nor Bobbi Brown Professional Cosmetics are responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries, which will be disqualified. Refinery29 and Bobbi Brown Professional Cosmetics are not responsible if online service or equipment is interrupted including without limitation (1) interruptions to any network, server, Internet, Web site, telephone, satellite, computer or other connections, (2) failures of any telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, (4) other errors of any kind, whether human, technical, mechanical or electronic, (5) the incorrect or inaccurate capture of information or the failure to capture any such information, or (6) printing or typographical errors.

8. **Selection of Winners:** After the Contest Period, judges consisting of Refinery29 editors and members from the Bobbie Brown Professional Cosmetics team (“Judges”) will select potential winning Entries based on criteria such as creativity, variety of items, visual dynamic, and style. The Entry with the highest score will receive the Grand Prize (listed below), and the ten (10) Entries with the next highest scores will receive the Runner-Up Prizes (listed below). Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. No information regarding Entries or judging will be disclosed to any third party not involved in the conduct of the Contest. The winner will be notified as set forth in these Official Rules. Entrants fully and unconditionally agree to be bound by these rules and the decision of the Refinery29 and Judges.

9. **Prizes:**

- **Grand Prize:** One (1) winner will receive a designer handbag full of Bobbi Brown Professional Cosmetics products and other Refinery29 selected commuting essentials. Approximate retail value (ARV) of the Grand Prize is \$1,500.00.
- **Runner-Up Prizes:** Ten (10) runners-up will receive Bobbi Brown Professional Cosmetics products valued at \$100 and a beauty consultation at their local Bobbi Brown Professional Cosmetics counter. ARV of each Runner-Up Prize is \$150, for a total of \$1,500.00.

10. **Terms and Conditions of Winner Selection:**

- Contest begins on April 17, 2013 and ends at 11:59PM (EST) on May 7, 2014 when all pins must be completed.
- Odds of winning depend on the number of valid Entries received. The winners will be selected on or about May 9, 2014 and will be notified via Pinterest, email and/or telephone. If a potential winner cannot be contacted or does not respond within seven (7) days, such potential winner forfeits all rights to any prize, and an alternate winner may be selected. Winners will be required to execute and return an Affidavit of Eligibility and Release within fifteen (15) days of issuance. Failure to return all required documents in this time period may result in the winner being disqualified and an alternate winner selected. If a prize or prize notification is returned to Refinery29 as undeliverable or if an entrant is found to be ineligible or declines acceptance of a prize for any reason, an alternate winner will be selected.
- Income and other taxes, if any, are the sole responsibility of each winner.

- Except at the sole discretion of the Refinery29, prizes are non-transferable, non-refundable, and cannot be substituted. Prizes have no cash value if not used.

11. **Disputes:** In the event of a dispute as to any winner, the person who owns the e-mail address associated with the winning Pinterest account will be deemed the winning entrant. Potential winners may be required to show proof of identification.
12. **Publicity:** Unless prohibited by law, as a condition of entry, you grant consent to Refinery29, Bobbi Brown Professional Cosmetics, and their agents to use your name, likeness, voice, biographical information and/or your Entry for publicity or advertising in any media or manner, without further payment, consideration, notice or approval and without geographic or time limitation.
13. **Liability.** By participating, each entrant represents and warrants that he/she (i) has all right, title and interest in and to any photo, content, and material he/she submits; (ii) will comply with all applicable laws, rules and regulations in conjunction with entering and participating in this Contest; and (iii) and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Sweepstakes and to its use as otherwise set forth herein. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Refinery29 in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Refinery29 reserves the right to request proof of these permissions in a form acceptable to Refinery29 from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. Each entrant agrees that Refinery29, Bobbi Brown Professional Cosmetics, Pinterest, and each of their parents, subsidiaries and affiliated companies, advertising and promotion agencies, and clients, and their respective directors, officers, shareholders, owners, employees, agents, representatives, insurers, contractors and the successors and assigns of each of them (collectively, the "Released Parties"), will have no liability whatsoever in connection with this Contest to entrant or to any person who may assert any claim derived from or through entrant, and entrant shall defend and hold the Released Parties harmless from any claims, injuries, losses or damages of any kind that entrant or others may incur with respect to entrant's participation in the Contest or acceptance, use or misuse of a prize. By entering the Contest, each entrant explicitly releases, discharges and holds harmless the Released Parties, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including attorneys' fees and/or experts fees and costs, which s/he now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any other reason,

whether or not occurring during or arising out of his/her participation in the Contest and/or acceptance, use and/or misuse of a prize. The foregoing Released Parties are not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize.

14. **Conduct:** Refinery29 reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the Contest and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. In the event that the Contest is terminated early, Refinery29 reserves the right, but not the obligation, to award prizes to persons who entered prior to the date of termination. Without limiting the foregoing, Refinery29 may lock out any entrant who, in Refinery29's sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter.

15. **Disputes/Choice of Law:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York Law, without reference to choice of law rules, governs the Contest and all aspects related thereto.

WINNERS LIST: For an Official Winner's List (available after May 14, 2014) or a copy of these Official Rules, send a self-addressed, stamped envelope to: Refinery29, Face The Day Winners List, 225 Broadway, New York, NY 10007. Official Rules also available at www.refinery29.com/commuter-bags.