

The Naughty or Nice Sweepstakes

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THESE OFFICIAL RULES CONTAIN A RELEASE OF LIABILITY IN SECTION 8(a) AND VARIOUS LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTION 8(d) AND SECTION 8(e).

- 1. ENTRY PERIOD.** This Naughty or Nice Sweepstakes (this “**Sweepstakes**”) is sponsored by The Cosmetics Company Store (“**Sponsor**”). The Sweepstakes entry period begins on December 1st, 2023 at 9 AM Eastern Time (ET) and ends on December 24th, 2023 at 9 PM ET (the “**Entry Period**”). The Sponsor’s computer is the Sweepstakes’ official clock. This Sweepstakes is governed by and shall be subject to these Official Rules. By entering the Sweepstakes, all participants agree to be bound by the terms and conditions herein, all applicable laws in connection with his or her participation in the Sweepstakes, and by the decisions of Sponsor, which shall be final and binding on all matters pertaining to this Sweepstakes. Certain restrictions may apply. Entry in this Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes.
- 2. SITE POLICIES.** Participation in the Sweepstakes is also governed by the terms and policies pertaining to the Sponsor’s website: <https://www.thecosmeticscompanystore.com/en-us/about-us/terms-and-conditions> (the “**Sponsor Site**”). The collection, use, and disclosure of information obtained online from entrants in the Sweepstakes is governed by Sponsor's Privacy Policy, which may be viewed at <https://www.thecosmeticscompanystore.com/en-us/about-us/privacy-policy> (such privacy policy and the Sponsor Site terms and policies are referred to in these Official Rules as the “**Policies**”). In the event there is an inconsistency between the Policies or any Sweepstakes promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern with respect to any matter pertaining to the Sweepstakes.
- 3. ELIGIBILITY.** This Sweepstakes is open only to natural persons who, as of the time of entry, are:
 - a. legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico, U.S. Virgin Islands and Guam); and
 - b. eighteen (18) years of age or older or the legal age of majority in the entrant’s state of residence if higher than age eighteen (18).

The officers, directors, employees, contractors, and agents of the Sponsor, its affiliates, advertising and promotion agencies, and any other company or organization involved with the development, promotion, sponsorship, or operation of the Sweepstakes (collectively “**Promotion Entities**”), and the immediate families and those living in the same household of any of the above (whether or not related), are not eligible. All federal, state and local laws, rules and regulations apply to this Sweepstakes. Void where prohibited or restricted by law.

4. HOW TO ENTER.

- a. **No purchase or payment is necessary to enter the Sweepstakes and a purchase or payment does not increase or improve the chances of winning.**
- b. Every day during the Entry Period, at least one (1) physical location of The Cosmetics Company Store in the U.S. will have a Christmas-themed doll (the “**Doll**”) hidden in the store (each such location, a “**Participating Store**”). To enter the Sweepstakes, during the Entry Period, the entrant must visit a Participating Store, find the hidden Doll, and enter through one of the following methods:
 - i. Entry through Instagram: (1) take a photo or video (with a duration of thirty (30) seconds or less) clearly showing where the Doll is displayed at the Participating Store; (2) post the photo or video on Instagram; (3) tag the post with Sponsor’s Instagram account: @TheCosmeticsCompanyStores; and (4) tag the post with the hashtags #TheCosmeticsCompanyStore and #TCCSsweepstakes.
 - ii. Entry through TikTok: (1) take a photo or video (with a duration of thirty (30) seconds or less) clearly showing where the Doll is displayed at the Participating Store; (2) post the photo or video on TikTok; (3) tag the post with Sponsor’s TikTok account: @TheCosmeticsCompanyStores; and (4) tag the post with the hashtags #TheCosmeticsCompanyStore and #TCCSsweepstakes.
- c. For each photo or video of the Doll that an entrant takes at a Participating Store, entrant can post such photo or video once on Instagram and once on TikTok, and each such post will constitute a separate entry to the Sweepstakes. Each entrant may submit up to a maximum of two (2) entries for photos or videos taken at the same Participating Store. For clarity, if an entrant finds the Doll at more than one (1) Participating Store, the entrant may submit up to two (2) entries for photos or videos taken at each Participating Store.
- d. There may be more than one (1) Participating Store on the same day, but each Participating Store will only participate in the Sweepstakes once (i.e. each Participating Store will only have the Doll hidden in the store for one day during the Entry Period).
- e. Entries must be made by the entrant on Instagram or TikTok. Entrants are prohibited from using more than one (1) Instagram or TikTok profile or multiple identities to enter the Sweepstakes more than once. If it is found or suspected that an entrant is using more than one (1) Instagram or TikTok profile or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor’s sole and absolute discretion, may be disqualified.
- f. If the entrant’s Instagram or TikTok account is set to “private,” such entrant’s entry may not be visible and thus may not be received by Sponsor. Each entrant’s entry must be set to “public” within Instagram or TikTok in order to be trackable.

- g. All entries must comply with the Instagram and TikTok Terms of Use and any other requirements set forth in these Official Rules.
 - h. In the event of a dispute as to an entrant's entry, the natural person who is the authorized account holder of the Instagram or TikTok account used to enter the Sweepstakes will be deemed to be the entrant. The potential Winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the winning entrant may be deemed ineligible.
 - i. Each entry (including all writings, data, information, content, and other materials included in the entry) must comply with the following:
 - i. It must be entirely the original work of the entrant;
 - ii. no portion of the entry may be created using any artificial intelligence tool or generator;
 - iii. It must not infringe, misappropriate, or violate any intellectual property rights, privacy rights, publicity rights, or other proprietary rights of any third party;
 - iv. It must comply with these Official Rules and all applicable laws; and
 - v. It must be suitable for publication to a general audience and must not contain anything that:
 - 1. is illegal, abusive, tortious, defamatory, pornographic, sexually explicit, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;
 - 2. promotes discrimination based on race, ethnicity, nationality, religion, sex, sexual orientation, disability, or age;
 - 3. promotes violence or unsafe or illegal activity;
 - 4. is threatening, harassing, or degrading;
 - 5. serves to impersonate any person or entity or misrepresent affiliation with any person or entity; or
 - 6. disparages or injures the reputation or goodwill of Sponsor, any of its parents, subsidiaries, or affiliates, or any of their respective officers, directors, employees, products, or services.
 - j. All entries must be received by the end of the Entry Period. All entries become the property of the Sponsor and will not be acknowledged or returned. Proof of transmission of an entry does not constitute proof that it was received. Incomplete, unreadable, late, or unintelligible entries are void and will be disqualified. False, fraudulent or deceptive entries or acts shall render entrants ineligible.
- 5. SPONSOR:** The Sponsor of the Sweepstakes is The Cosmetics Company Store, 80 Ruland Rd. Suite 3 Melville, NY 11747. For questions about the Sweepstakes, please contact the

Sponsor at TheCosmeticsCompanyStores@gmail.com and include the name of this Sweepstakes in the subject line.

6. PRIZE.

- a. Subject to the terms and conditions of these Official Rules, one (1) winner (the “**Winner**”) will be selected by random drawing on or about December 28th, 2023. The Winner will receive a prize consisting of various products from Estee Lauder Companies Inc. brands, including: [Princess by Killian Parfum, Origins Plantscription, Estee Lauder Perfectionist Pro, Estee Lauder Advanced Night Repair Intense Reset Concentrate, Bobbi Brown Elevated Essentials, Glamglow Supermud mini, Clinique Pop reds lip & cheek color, Too Faced Better Than Sex Waterproof Mascara, MAC Matte Lipstick, Smashbox Superfan Mascara, Aveda Botanicals Instant Luminizer, Too Faced Too Femme palette, Aerin Amber Musk Parfum, Jo Malone Travel Candle Collection, and Bumble and Bumble Light Hold Hairspray]. **The total approximate retail value of the prize is five hundred dollars (\$500.00 USD).**
- b. The odds of winning the prize are determined by the total number of eligible entries received. If by reason of a printing, typographical, administrative or other error, more prizes are claimed than the number set forth in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available. Sponsor will not be required to award more than the advertised number of prizes. The prize will be provided to the Winner at the Sponsor’s expense.

7. WINNER SELECTION.

- a. One (1) Winner will be selected by random drawing on or about December 28th, 2023 and will be notified via direct message on Instagram or TikTok within two (2) business day(s) of this date (a “**Prize Notification**”).
- b. The potential Winner will have five (5) days to respond in writing to the Prize Notification once it has been sent to the potential Winner, including providing any requisite information to accept their prizes. The Winner may be required to execute and return required notarized Affidavit of Eligibility/ Release of Liability within 30 days of notification. Sponsor shall have no liability for any Prize Notification that is lost, intercepted, or not received by the potential Winner for any reason. In order to claim a prize, the potential Winner may be required to verify for Sponsor his or her permanent address and social security or taxpayer identification number, for purposes of compliance with tax regulations.
- c. Failure to respond to Prize Notifications, return all required forms within 30 days or comply with any other provision of these Official Rules may result in the Winner being disqualified and an alternate Winner selected. If a Prize Notification or a prize is returned as undeliverable for any reason, an alternate Winner may be selected by random draw from all remaining eligible entries at Sponsor’s discretion. Sponsor may successively attempt to contact up to five (5) potential Winners in accordance with such procedure, and if there is still no confirmed Winner of a prize after such attempts have

been made, Sponsor may announce an alternate means for awarding that prize or donate the prize to a charitable organization in Sponsor's sole discretion. All expenses incurred in association with acceptance or use of any prize or prize component that are not specifically provided for herein are solely the responsibility of the applicable Winner. Prizes are not transferable, assignable, or redeemable for cash. All of Sponsor's decisions are final. Sponsor reserves the right to substitute the prize with a prize of equal or greater value in its sole discretion. Any difference between the actual value of any prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded.

- d. The value of each prize may be taxable to the Winner as income. All federal, state and local tax liabilities related to receiving the prize are the responsibility of the Winner.

8. GENERAL.

- a. **Release.** By entering the Sweepstakes, each entrant releases, holds harmless, and waives all claims against the Promotion Entities for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorney's fees) that may occur, directly or indirectly, in whole or in part, from: (i) acceptance, receipt, use, or misuse of any prize or parts thereof; (ii) participation in this Sweepstakes; (iii) any breach or other violation by such entrant of these Official Rules, the Privacy Policy, any applicable social media platform policies, or applicable laws; or (iv) any use of an entrant's personal information and entries as permitted under these Official Rules.
- b. **Termination or Cancellation.** If for any reason, this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is cancelled, the Sponsor reserves the right to conduct a random drawing to award all remaining prizes from among all eligible, non-suspect online entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted on Origin's Instagram profile and at the Sweepstakes Site.
- c. **Remedies.** Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of this Sweepstakes is a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

- d. **Limitation of Responsibilities for the Promotion Entities.** The Promotion Entities and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents are not responsible for:
- i. any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to entrant's or any other person's computer relating to or resulting from participation in the Sweepstakes;
 - ii. theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site (including the Sweepstakes Site) or for any other reason whatsoever;
 - iii. printing or other errors; or any entries which are late, lost, incomplete, misdirected, stolen, mutilated, illegible, or any combination thereof;
 - iv. the acceptance, receipt, possession and/or use or misuse of any prize (or any portion of any prize);
 - v. any use of an entrant's personal information and entries as permitted under these Official Rules; or
 - vi. any other events beyond Sponsor's reasonable control.

The foregoing release does not include claims, injuries, damages, liabilities, costs, expenses, or losses related to personal injury, death, or damage to or loss of property of an entrant to the extent that such claims or losses occur, directly or indirectly, in whole or in part, from the negligence of one or more of the Promotion Entities.

- e. **Limitation of Liability.** NEITHER THE SPONSOR NOR ANY OTHER PROMOTION ENTITY, SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SWEEPSTAKES, ANY PRIZE, OR THESE OFFICIAL RULES, HOWSOEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH PROMOTION ENTITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. ALL PRIZES ARE GIVEN AWAY "AS IS." THE PROMOTION ENTITIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR

SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT) WITH REGARD TO THE SWEEPSTAKES OR ANY PRIZE.

- f. **Governing Law; Dispute Resolution.** All disputes concerning the Sweepstakes, the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each entrant and any Promotion Entity in connection with these Official Rules or the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of New York and applicable United States federal law, without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any other jurisdiction. By entering the Sweepstakes, each entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, will be resolved individually, without resorting to any form of class action, and solely and exclusively in a federal or state court located in Manhattan, New York City, New York; entrant submits to sole and exclusive personal jurisdiction and venue of said courts for any such dispute and irrevocably waives any and all rights to object to such courts on any basis, including improper venue and inconvenience of the forum; (ii) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and by entering each entrant waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased, and any other damages, other than for actual out-of-pocket expenses. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.
9. **USE OF PERSONAL INFORMATION.** Any entry information (including personal data) collected from this Sweepstakes shall be used in a manner consistent with the consent given by entrants at the time of the entry, with these Official Rules and, except as described in these Official Rules, with the Sponsor's Privacy Policy, which may be viewed at <https://www.thecosmeticscompanystore.com/en-us/about-us/privacy-policy> (“**Sponsor Privacy Policy**”). All personal information collected from the Sweepstakes (including without limitation, an entrant's name, biographical data, and city and state/province of residence) may be used for the administration of the Sweepstakes. Except to the extent prohibited by applicable laws, the Winner grants to Sponsor and each of its respective designees the right to publicize such Winner's name and address (city and state/province of residence), photo (if provided), and prize information in connection with the Sweepstakes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission. If an entrant objects to the publication or making available of their name, address (city and state/territory of residence), photo (if provided), and prize information, the entrant must contact the Sponsor at TheCosmeticsCompanyStores@gmail.com. In such circumstances, the Sponsor may still provide the information and winning entry to third parties (e.g. regulators) where required by applicable law, such as for tax reporting purposes or to show that a valid award took place.

10. SOCIAL MEDIA PLATFORMS. This Sweepstakes may be advertised on or accessed through one or more social media platforms, such as Instagram or TikTok. However, the Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, any such platforms and such platforms shall have no liability related to the Sweepstakes. Entrants agree to comply with all terms and policies governing such platforms in connection with the Sweepstakes.

11. WINNERS LIST/OFFICIAL RULES. To obtain written notice of the Winner for the Sweepstakes, send a self-addressed stamped envelope (Vermont residents may omit the return postage) to The Cosmetics Company Store, 80 Ruland Rd. Suite 3 Melville, NY 11747 or send an email to the Sponsor at TheCosmeticsCompanyStores@gmail.com. All such requests must refer to the Sweepstakes and be received no later than six (6) months after the end of the Entry Period.