

Official Rules for Vivienne Sabó™ Cabaret Première™ Giveaway

No Purchase Necessary. A Purchase will not Increase Your Chances of Winning. Void where prohibited.

1. **Eligibility.** The Vivienne Sabó™ Cabaret Première™ Giveaway (the “**Giveaway**”) is open only to legal residents of the 50 United States or D.C. who are 18 years or older at the time of entry. Employees, contractors, affiliates, agents or vendors of Vivienne Cosmetics, as well as the immediate family (spouse, parents, siblings, and children) and household members of those excluded are not eligible to enter.

2. **Sponsor.** The Giveaway is sponsored by Vivienne Cosmetics, LLC (“**Sponsor**”) 222 Ambroise, Newport Coast, CA 92657. The Giveaway is not sponsored by Instagram®.

3. **Agreement to Official Rules.** By redeeming your free Vivienne Sabó™ Cabaret Première™ mascara, you indicate your full and unconditional agreement to (a) these Official Rules, which are final and binding. Redeeming a mascara product is contingent upon fulfilling all requirements set forth herein.

4. **How to Redeem Code.** Each week during the Giveaway, November 18, 2016 and 11:59 am PST on December 31, 2016 (the “**Giveaway Period**”) You will be able to enter the Giveaway code on the Vivienne Sabó website. The first 50 entrants to enter the weekly code (“**Code**”) and agree to the Official Rules and Privacy Policy will receive a free Vivienne Sabó™ Cabaret Première™ mascara (“**Product**”) with free shipping included. Limit: one (1) total entry per person. If you attempt to obtain more than one (1) Product by using multiple/different accounts, identities, registrations, or logins, or through any other methods, Vivienne Cosmetics may exclude you from participating in the Giveaway. The Giveaway code will not be valid until it is applied to the qualifying Product. Codes are valid for a limited time only and may only be redeemed until the first 50 customers enter the Code. Vivienne Sabó reserves the right to modify or cancel the codes at any time. This offer is only good while supplies last.

7. **The Product.** The Code may be redeemed for one (1) Vivienne Sabó™ Cabaret Première™ mascara. The mascara may not be exchanged, returned, substituted, or transferred and must be accepted as awarded. You may not request cash or a substitute item; however, Sponsor reserves the right to substitute the Product with another item of equal or greater value if the Product is not available for any reason. The total Product value does not exceed \$500.00.

8. **General Conditions.** In the event that the operation, security, or administration of the Giveaway is impaired in any way, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, may suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with the operation of the Giveaway, violates these Official Rules, or acts in a disruptive manner. Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Giveaway. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited.

9. Release and Limitations of Liability. By participating in the Giveaway, you agree to release and hold harmless Vivienne Cosmetics, LLC, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "**Released Parties**") from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any Product, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) errors in the administration of the Giveaway or the processing of entries; or (d) 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 Giveaway or receipt or use of any Product. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

10. Privacy. The Sponsor respects your privacy. Personal information provided on entry forms and otherwise provided in connection with the Giveaway is being and will be collected, used and disclosed by the Sponsor, only for purposes as described in the Vivienne Sabó Privacy Policy

11. Disputes. You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any Product awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.