

AriAtUlta Fragrance Sweeps Official Rules

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

1. Eligibility: AriAtUlta Fragrance Sweeps (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years old at the time of entry. Children under the age of majority in their states of residence must have permission from their parent/guardian to enter. Employees of Ulta Salon, Cosmetics & Fragrance, Inc., HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Ulta Salon, Cosmetics & Fragrance, Inc., 1000 Remington Boulevard, Suite 120, Bolingbrook, IL 60440. **Administrator:** HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on September 6, 2015, at 12:00 a.m. Eastern Time ("ET") and ends on September 20, 2015, at 11:59 p.m. ET (the "Promotion Period"). Instagram, LLC's and Twitter Inc.'s servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter: There are two (2) ways to enter:

Enter through Instagram: You will need to have an Instagram account to enter the Sweepstakes through this method. Creating the account is free, but is subject to Instagram, LLC's Terms of Use (<http://instagram.com/legal/terms/>). Your account settings must be set to "unprotected" and/or "public" in order for your post to be viewable by Sponsor and its agents. *Posting content to Instagram requires a mobile device. Message and Data rates may apply.* Using your wireless carrier's network, standard data charges from your wireless carrier may apply.

During the Promotion Period, take the following actions to receive an entry: (1) visit a participating ULTA retail store and take a photo of only yourself and the standee or full size banner of Ariana Grande and the "Ari" fragrance, (2) follow @ultabeauty on Instagram, and (3) post your photo to Instagram and include the following hashtags #AriAtUlta and #Sweepstakes. By completing these tasks, you automatically will receive one (1) entry into the Sweepstakes.

Enter through Twitter: To participate you must have a Twitter account. Twitter accounts are free, but subject to Twitter, Inc.'s terms of service: (<https://twitter.com/tos>). Your account settings must be set to "unprotected" and/or "public" in order for your Tweet to be viewable by Sponsor and its agents. If you post updates to or receive updates from www.twitter.com via SMS from your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

During the Promotion Period, take the following actions to receive an entry: (1) visit a participating ULTA retail store and take a photo of only yourself and the standee or full size banner of Ariana Grande and the "Ari" fragrance, (2) follow @Ulta_beauty on Twitter, and (3) Tweet your photo and include the following hashtags #AriAtUlta and #Sweepstakes. By completing these tasks, you automatically will receive one (1) entry into the Sweepstakes.

Your post or Tweet and its included content will hereafter be referred to as your Submission. If you include the name or likeness of other individuals, your Submission will be disqualified and ineligible to win a prize in the Sweepstakes. Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, Administrator, or any other

person or party, or contain material that is unlawful in any way. The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. You automatically will receive one (1) entry into the Sweepstakes for your qualified Submission.

Limit: You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same Instagram or Twitter accounts. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different Instagram or Twitter accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Instagram/Twitter account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Instagram/Twitter account. Each potential winner may be required to show proof of being the authorized account holder.

5. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around September 22, 2015. The potential winners will be notified by @ultabeauty via Message Direct on Instagram or @Ulta_beauty via Direct Message on Twitter depending on the method they each used to enter the Sweepstakes. All potential winners will be required to click the link included in the notification message within two (2) days of the date the notification message was posted, and provide their first and last name and home address, or prize will be forfeited. Additionally, the potential The Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator, within two (2) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential Grand Prize winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. The First and Second Prizes will be fulfilled 8 – 10 weeks after the conclusion of the Sweepstakes.

6. Prizes: ONE (1) GRAND PRIZE: A trip for winner and three (3) guests to Dallas, TX. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Dallas, TX; two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (two rooms, each double occupancy); ground transportation to and from destination airport and hotel and from hotel to concert; \$500.00 spending money; four (4) tickets (including meet and greet) to an Ariana Grande concert; and travel agent services. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companions must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, one (1) travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel

documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if concert and meet and greet portion of prize is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$9,380.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. TWO (2) FIRST PRIZES: A personalized, pre-recorded video Message from Ariana Grande delivered to the winner by email. ARV: \$250.00. TWO (2) SECOND PRIZES: \$100 Ulta Gift Card (terms and conditions of gift card apply). ARV: \$100.00.

For all prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or any portion of the Grand Prize for one of equal or greater value if the designated prize or prize portion should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person/household. Total ARV of all prizes: \$10,080.00.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, Instagram, LLC, Twitter, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize ("Release"). No child under the age of majority in his or her state of residence shall receive any prize unless and until his or her parent or legal guardian signs a written Release in a form acceptable to Sponsor.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, Submission, photograph (including, without limitation, winner's Twitter/Instagram profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration ("Consent"). No child under the age of majority in his or her state of residence shall receive any prize unless and until his or her parent or legal guardian signs a written Consent in a form acceptable to Sponsor.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Sweepstakes or

receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <https://www.ulta.com/ulta/common/privacyPolicy.jsp>.

13. Winner List: For a winner list, visit <http://bit.ly/1E5jD0R>. The winner list will be posted after winner confirmation is complete.

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