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## Color Street January Jackpot Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. PLEASE READ THEM CAREFULLY BEFORE ENTERING. THIS CONTRACT INCLUDES INDEMNITIES OF SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**1. Eligibility:** The Color Street January Jackpot Sweepstakes (the "Promotion") is open only to legal residents of the United States, its commonwealths, territories, and possessions, and/or the District of Columbia who are at least eighteen (18) years old ("Entrant(s)"). Employees of Color Street LLC, any advertising, promotional, or other agencies involved in the creation, development, or administration of the Promotion, and any of its or their direct or indirect parent, subsidiary, and affiliate companies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate or win. The Promotion is void wherever prohibited or restricted by law. All federal, state, and local laws and regulations apply. Participation constitutes your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein. Entry in the Promotion does not constitute entry into any other promotion, contest, or sweepstakes.

**2. Sponsor:** Color Street LLC, 922 Riverview Drive, Totowa, NJ 07512.

**3. Timing:** The Promotion begins at 12:01 a.m. Eastern Time on January 1, 2024, and ends at 11:59 p.m. Eastern Time on January 31, 2024 (the "Promotion Period"). Sponsor's computer shall be the official time keeping device for the Promotion.

**4. How to Enter:** There are three (3) ways to enter the Promotion:

**a. Make a purchase online:** During the Promotion Period, make any purchase at Color Street's Shop link at [www.colorstreet.com](http://www.colorstreet.com) (the "Store") or purchase any Color Street product at an authorized Stylist's Personal Website. By ordering online, you will automatically receive one entry into the Promotion.

**b. Host a Beauty Social:** During the Promotion Period, team up with an Independent Color Street Stylist to host a Beauty Social by inviting guests to a group event where the Stylist will demonstrate and sell products; hosting a confirmed Beauty Social will get you five (5) entries.

**c. Enter without Making a Purchase:** To enter without making a purchase, visit [Sweepstakes Entry Form](#) during the Promotion Period and follow the instructions to complete and submit the entry form.

Limit: Each Entrant may enter the Promotion only one (1) time per day per method of entry. Only the first order placed by an individual during a day will generate an entry. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than three (3) entries per day will void that Entrant's additional entries and that Entrant may be disqualified. Sponsor is not responsible for lost, late, incomplete, invalid,

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unintelligible, or misdirected entries, which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant, but only if that person meets all other eligibility criteria for this Promotion. 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 for the domain associated with the submitted address.

As a condition of entering the Promotion, you consent to (i) Sponsor obtaining and delivering your name, address and other information to third parties for the purpose of administering the Promotion and complying with applicable laws, rules and regulations, (ii) the collection, storage and use of your personally identifiable information by Sponsor in accordance with its Privacy Policy, located at [www.colorstreet.com/home/privacy-policy](http://www.colorstreet.com/home/privacy-policy), and Sponsor's website Terms & Conditions, located at [www.colorstreet.com/home/terms-conditions](http://www.colorstreet.com/home/terms-conditions), and (iii) the publication of your name and city as described hereunder should you be selected and confirmed as the Winner of a Prize. Any communication or information transmitted to Sponsor by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Proof of submission is not considered proof of delivery to, or receipt by, Sponsor of such entry.

**5. Selection and Verification of Winners:** Winners will be selected randomly by Sponsor within the three-week period following the end of the Promotion Period, from amongst all eligible entries received during the Promotion Period ("Winners"). Sponsor's selection of the potential Winners (or any alternates if necessary) is final, binding, and conclusive on all matters relating to the Promotion.

Odds of winning depend on the number of entries received.

Each potential Winner is subject to verification by Sponsor and is not a winner unless and until that Entrant's eligibility has been verified and Entrant has been notified that verification is complete.

Receiving a Prize is contingent upon compliance with these Official Rules. Each potential Winner will be required to execute certain documents, including without limitation an affidavit of eligibility, liability release, W-9 and, where imposing such condition is permitted, a publicity release (collectively, "Prize Claim Documents"). If a potential Winner cannot be contacted, does not wish to accept the Prize, or fails to sign and return the Prize Claim Documents within 45 days, that potential Winner forfeits the Prize and an alternate Winner will be selected by a random drawing from among all other eligible Entrants. Only one alternate drawing will take place, and any Prizes not awarded as a result of such alternate drawing will go unawarded.

**6. Prizes:** Forty (40) prizes will be awarded, consisting of one (1) grand prize of an indoor exercise bike (ARV \$1,000), and thirty-nine (39) other prizes, consisting of two (2) sets of headphones (ARV \$100 each, total ARV \$200), two (2) sets of earbuds (ARV \$100 each, total ARV \$200), one (1) portable speaker (ARV \$100), four (4) pairs of sunglasses (ARV \$120 each, total ARV \$480), two (2) single-serve coffee makers (ARV \$60 each, total ARV \$120), two (2) coffee makers (ARV \$120 each, total ARV \$240), four (4) large purses (ARV \$100 each, total ARV \$400), four (4) cross-body purses (ARV \$50 each, total ARV \$200), two (2) blow dryers (ARV \$100 each, total ARV \$200), two (2) hair dryers (ARV \$100, total ARV \$200), four (4) watches

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(ARV \$100 each, total ARV \$400), four (4) digital streaming devices (ARV \$100 each, total ARV \$400), one (1) women's sterling silver necklace (ARV \$100), one (1) clear crystal bracelet (ARV \$100), and four (4) stainless steel travel mugs (ARV \$40 each, total ARV \$160). Total ARV of prizes: \$4,500.

Details, make, and model of each prize subject to Sponsor's sole discretion. No cash equivalent unless required by law. No substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize for one of equal or greater value if the Prize should become unavailable for any reason.

**7. Release and Force Majeure:** By participating in the Promotion, you agree to be bound by these Official Rules, Sponsor's Privacy Policy, Sponsor's website Terms & Conditions, and the decisions of Sponsor. By submitting an entry, you represent and warrant that all of the information provided as part of your entry is accurate, does not violate any third party's legal rights (including, without limitation, rights of privacy and publicity) and otherwise does not violate applicable law.

By participating in the Promotion, you hereby agree to release and hold harmless Sponsor and its respective direct or indirect parents, subsidiaries, affiliates, related entities, suppliers, distributors, advertising/promotion agencies and each such company's officers, directors, equity holders, employees, contractors, and agents (collectively, the "Released Parties") from and against any and all losses, liability, illness, injury, 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 Promotion or receipt, possession, use or misuse of the Prize.

The Released Parties assume no responsibility for any damage to your, or any other person's, computer system which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or notifications, or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites or other connections, or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions, or for any technical malfunctions, failures, difficulties or other errors of any kind or nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

In the event Sponsor is prevented from awarding the Prizes or continuing with the Promotion as contemplated herein by any event beyond its control, including, but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, rule, regulation or order, pandemic or other public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then, subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend or terminate the Promotion. If the Promotion is terminated before the end of the Promotion Period, Sponsor will (if possible) select the

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Winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by duly authorized representatives of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**8. Publicity:** Except where prohibited, participation in the Promotion constitutes consent to Sponsor's and its agents' use of Winner's name, likeness, photograph, and/or hometown and state for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Prizes to randomly-selected Entrants from among all eligible Entrants up to the time of the impairment. 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 Promotion or to be acting in violation of these Official Rules. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion 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: (a) any incorrect or inaccurate information, whether caused by any Entrant or by any of the equipment or programming associated with or utilized in the Promotion; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Promotion; (d) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (e) 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 Promotion or receipt or use or misuse of the Prize. No more than the stated number of Prizes will be awarded.

**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 Promotion 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 District of New Jersey or the appropriate New Jersey state court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, 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

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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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**12. Winner List:** The Winners' names will be posted after verification is complete, which may be as late as May 2024.