

365 Days of Pretty Official Rules

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

1. Eligibility: 365 Days of Pretty (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old and who are Ulta Beauty Loyalty Rewards Members at the time of entry. Ultimate Rewards Program Membership is free. Employees of Ulta Salon, Cosmetics & Fragrance, Inc., HelloWorld, Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

2. Sponsor: Ulta Salon, Cosmetics & Fragrance, Inc., its subsidiaries and affiliates, which has office at 1000 Remington Boulevard, Suite 120, Bolingbrook, IL 60440. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. The 365 Days of Pretty sweepstakes is offered, operated and administered by Ulta Beauty. Comenity Capital Bank issues Ultimate Rewards Mastercard® and Ultimate Rewards credit card accounts. The Bank is in no way affiliated with or responsible for the 365 Days of Pretty sweepstakes. Any disputes concerning awards or benefits under the sweepstakes will not affect any payments or other obligation to the Bank.

3. Timing: The Promotion begins on January 8, 2017 at 12:00 a.m. Eastern Time ("ET") and ends on January 29, 2017 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

4. How to Enter: During the Promotion Period, visit <http://www.ulta.com/365DAYOFPRETTY> and complete and submit the registration form including a valid email address and Ultimate Rewards Membership credentials. You automatically will receive one (1) Sweepstakes entry and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game and the results will be instantly displayed. After completion of the Instant Win Game, you will receive one (1) additional Sweepstakes entry for that day. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may receive up to two (2) Sweepstakes entries and one (1) Instant Win Game play per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. 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. Potential winners may be required to show proof of being the authorized account holder.

Bonus Entries: You can earn bonus Sweepstakes entries as described below:

- a. **Tell A Friend Program:** After you enter the Promotion, you will be invited to submit the names and email addresses of up to three (3) friends who must be eligible to enter the Promotion. Each person that you refer will receive an email notifying him or her about the Promotion. You may only refer persons with whom you have an existing relationship. For each referral of a friend with a valid email address, you will be given one (1) additional entry into the Sweepstakes. Limit: Three (3) additional Sweepstakes entries per day during the Promotion Period through the Tell a Friend Program.
- b. **Share on Twitter:** During the Promotion Period, after you log-in, follow the links and instructions to share the Promotion on Twitter. You will be prompted to sign into your Twitter account ("Account"). If you do not have an Account, visit www.twitter.com to create one. Accounts are free. Twitter's Terms of Service apply (<http://twitter.com/tos>). Once logged in to your Account, click on the link to tweet the prepopulated message, about the Promotion using Twitter. You will be given one (1) additional Sweepstakes entry for sharing the Promotion on Twitter. Limit: One (1) additional Sweepstakes entry per day per Promotion Period for sharing on Twitter.
- c. **Share on Pinterest:** During the Promotion Period, after you log-in, follow the links and instructions to share the Promotion on Pinterest or an image of your own, and you will receive one (1) additional Sweepstakes entry. *If you pin your own image on Pinterest, you must include "#Sweepstakes".* Limit: One (1) additional Sweepstakes entry per Promotion Period for sharing on Pinterest.
- d. **Share on Facebook:** During the Promotion Period, after you log-in, follow the links and instructions to share the Promotion on Facebook. If a friend registers for the Promotion through a unique link you share on Facebook, you will receive one (1) additional Sweepstakes entry. Limit: One (1) additional Sweepstakes entry per Promotion Period for a friend registering through the link you shared on Facebook.
- e. **Make an Ulta Purchase:** After registering, visit an Ulta retail store, or Ulta online during the Promotion Period and make a purchase along with providing your Ultimate Rewards Membership number, and you will receive one (1) additional Sweepstakes entry.

Mail-in Method of Entry: To earn a bonus entry without making a purchase, hand print your name, address, Ultimate Rewards membership number, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "365 Days of Pretty - Purchase," c/o HelloWorld, Inc., PO Box 5100, Department 829234, Kalamazoo, MI 49003-5100. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by January 30, 2017 and received by February 6, 2017. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: One (1) additional Sweepstakes entry per day total through either the purchase or mail-in method of entry described above.

- f. **Make an Ulta Purchase using Ultimate Rewards Credit Card or Ultimate Rewards MasterCard:** After registering, visit an Ulta retail store, or Ulta online during the Promotion Period and make a purchase along with providing your Ultimate Rewards Membership number, and you will receive two (2) additional Sweepstakes entries.

Mail-in Method of Entry: To earn a bonus entry without making a purchase or signing up/using the Ultimate Rewards Credit Card or Ultimate Rewards MasterCard, hand print your name, address, Ultimate Rewards membership number, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "365 Days of Pretty – Credit Card," c/o HelloWorld, Inc., PO Box 5100, Department 829234, Kalamazoo, MI 49003-5100. You will receive two (2) entries into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by January 30, 2017 and received by February 6, 2017. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Two (2) additional Sweepstakes entries per day total through either the credit card or mail-in method of entry described above.

5. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period on or around February 7, 2017. Instant Win Game: Ten thousand three hundred fifty (10,350) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. Each potential Sweepstakes Grand Prize winner will be notified by mail, email or phone. Each potential Sweepstakes Grand Prize winner (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 and Publicity Release which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain un-awarded. Unclaimed prizes valued at or below \$25 will not be awarded. Prizes will be fulfilled approximately 8 - 10 weeks after the conclusion of the Promotion.

8. Prizes:

Sweepstakes Prizes: FIFTEEN (15) GRAND PRIZES: 25,000 Ultimate Rewards Points (terms and conditions apply, cannot be used for any service). Approximate Retail Value ("ARV"):

\$1,500. Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

Instant Win Game Prizes: FIFTY (50) FIRST PRIZES: A Chocolate Bar eyeshadow palette. ARV: \$49. FIFTY (50) SECOND PRIZES: Honesty Beauty Hair Travel Kit. ARV: \$29. TWO HUNDRED (200) THIRD PRIZES: A \$25 Ulta gift code (terms and conditions apply, cannot be used for any service). ARV: \$25. FIFTY (50) FOURTH PRIZES: Philosophy Ulta Exclusive Mini Cleanser Kit. ARV: \$15. TEN THOUSAND (10,000) FIFTH PRIZES: A \$5 off \$15 digital coupon. Terms and conditions of digital coupons apply. Visit <http://www.ulta.com/coupons> for a complete list of excluded brands and/or services. ARV: \$0. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays.

For All Prizes: No cash equivalent and all prizes (except for the Fifth 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 for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: one (1) Sweepstakes prize and one (1) Instant Win Game prize per person. TOTAL ARV OF ALL PRIZES: \$32,150.

9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, HelloWorld, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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 Promotion or receipt or use or misuse of any prize.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. 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 Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received 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 Sweepstakes or Instant Win Game 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 or the Instant Win Game 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.

12. 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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 any prize. If for any reason an entrant's entry or play is

confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if 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 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.

13. 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 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 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 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 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.

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

15. Winner List: For a winner list, visit <http://bit.ly/2hjkMLi>. The winner list will be posted after winner confirmation is complete.

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