SEPHORiA: HOUSE OF BEAUTY EVENT TERMS AND CONDITIONS

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE PURCHASING YOUR TICKETS. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.

IN CONSIDERATION of being allowed to purchase tickets for SEPHORIA – House of Beauty to be held at Skylight at Essex Crossing, New York, New York on September 29-30, 2023 (the “Event”), the purchaser of any ticket to the Event (each a “Ticket”), on behalf of themselves (or if they are a minor, their parent or legal guardian acting on their behalf) (if applicable) (the “Participant”), and Participant’s personal representatives, heirs, assigns, and next of kin, hereby accept and agree to the following terms and conditions.

1. Sephora USA, Inc. (“Sephora”) will offer Tickets for sale for the Event. A Ticket will be issued in the form of a wristband to be worn at all times during the Event. Wristbands will be provided during the check-in process at the Event location upon entry to your purchased session.

2. Tickets will be made available for sale on a priority basis as follows:
   a. Beauty Insider loyalty program members who qualify as “Rouge” can purchase Tickets from July 18, 2023
   b. All other members of the public can purchase tickets from July 20, 2023.

3. You cannot purchase a ticket if you are under the age of 16.

4. The number of tickets are limited and will be sold on a first come, first served basis (subject to the priority purchasing noted above.)

5. The resale or unauthorized transfer of a Ticket to someone other than the named Participant on the registration form is expressly prohibited and will void the Ticket. Sephora may deny access to any person Sephora reasonably suspects to be holding a re-sold, unauthorized or counterfeit ticket.

6. Only one (1) person will be admitted per Ticket. For entry to the Event, a Participant will need their Ticket. Once admitted to the Event on a particular Ticket, Participants who leave the Event will not be re-admitted with the exception of exiting and re-entering the venue from The Market Line to access food and beverage.

7. Event timings are as follows:
   a. On Friday, September 29: Session 1 from 11am-2pm and Session 2 from 5pm-8pm.
   b. On Saturday September 30: Session 1 from 11am-2pm and Session 2 from 5pm-8pm.
   c. For all four sessions, Gold House Key Ticket holders will gain entry one hour early at 10am or 4pm, respectively to each session.

8. Each Ticket is for an individual session. If you wish to attend multiple sessions (there are two sessions per day over two days) or on both days, you will need to purchase multiple Tickets. It is not possible to stay within the Event venue between sessions. Each session on a particular day will feature different headline speakers and special guests. The identity of speakers and special guests and their attendance at a particular session are subject to change in Sephora’s sole discretion and without notice.

   a. A Silver House Key is available (while supplies last) at Early Bird pricing from July 18-Aug 3 2023 for $99 plus taxes and fees, and will increase to $119 plus taxes and fees beginning Aug 4, 2023. This ticket entitles the Participant entry for (1) person to the Event and to (1) swag bag of complimentary products with an estimated retail value of at least $500.
   b. A Gold House Key is available (while supplies last) at Early Bird pricing from July 18-Aug 3, 2023 for $349 plus taxes and fees, and will increase to $369 plus taxes and fees beginning Aug 4, 2023. This ticket entitles the Participant entry for (1) person to the Event and to (1) swag bag of complimentary products with an estimated retail value of at least $1,000.

10. Ticket prices do not include food and beverage which is otherwise available for purchase during the Event from The Market Line. Ticket prices do not include parking near the Event or any other transportation.

11. Tickets are non-refundable and non-transferable. Tickets cannot be upgraded or exchanged (e.g., a Silver House Key cannot be upgraded to a Gold House Key). Tickets cannot be replaced if lost or stolen.

12. Payment for a Ticket does not count towards Beauty Insider points or towards tier status.

13. Free product samples and free food and beverage, if and where offered, are while supplies last. For each free product sample, there is a limit of one (1) per Participant.

14. Each Ticket gives the Participant access to rooms within the Event (each, a “Room”). Some Rooms will have limited seating or access. Gold and Silver House Keys attend the Masterclass Theatre on a first-come, first-served basis; Gold House Keys will receive priority access. Sephora reserves the right to change the experience in a Room or the name of a Room at any time prior to the Event without notice.

15. Bags, purses and other personal items are limited by size. Bags and purses larger than 4.5” x 6.5” are not allowed. Exceptions will be made for approved medical bags or equipment, subject to inspection. Participant is responsible for all property he or she brings into the Event, and agrees that Sephora will have no responsibility for any loss of or damage to any item. Sephora will not be providing a coat check or other storage at the Event.

16. Animals are not permitted in the Event other than licensed service and emotional support animals. Proof of licensing is required upon entry to the Event. Weapons, tobacco or smoking products (including e-cigarettes) and outside food and drink (other than a reusable water bottle) are expressly prohibited. Additional items may not be allowed inside the Event as determined by Sephora in its reasonable discretion.

17. Participants agree they or their possessions may be subject to search or x-ray upon entry to and exit from the Event.
18. **Event Code of Conduct:** Sephora is committed to providing a safe, inclusive, and welcoming environment for all Event participants. Each Event participant is expected to behave in accordance with this Event Code of Conduct which holds all participants to a high standard of mutual respect and understanding. Unacceptable behavior considered a violation of this Event Code of Conduct includes, but is not limited to:

- Harassment, intimidation, or discrimination in any form;
- Defamatory, abusive, profane, threatening, offensive actions and/or remarks towards an attendee, speaker, presenter, moderator, or another event guest or participant;
- Disseminating personal information such as an IP, physical, or email address, phone number, etc.;
- Willful disruption of activities during the Event which hinders or detracts from a panelist, guest and/or another participant's experience; or
- A participant acting in a manner that represents a danger to themselves or others, being intoxicated or suspected of being under the influence of drugs.

Examples of harassment, intimidation or discrimination include, but are not limited to, comments related to gender, sexual orientation, disability, physical appearance, body size, race, religion, national origin, or any other status. This list of examples is not exhaustive. Sephora reserves the right to take any action deemed necessary and appropriate, including immediate removal from the Event whether virtual or in-person without warning or refund, in response to any incident of unacceptable behavior, and Sephora reserves the right to prohibit attendance at any future event, virtually or in-person. Sephora reserves the right to reject any written messaging or posts for any reason. Identifying behavior that violates this Event Code of Conduct is at Sephora's sole discretion.

19. **PARTICIPANT AGREES TO AND DOES HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE SEPHORA USA, INC. (AND EACH OF ITS AFFILIATES, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES) AS WELL AS OTHER PARTICIPANTS, OPERATORS, VENDORS, SPONSORING AGENCIES, ADVERTISERS AND OWNERS AND LICENSEES OF THE PREMISES WHERE THE EVENT OCCURS (COLLECTIVELY, THE “RELEASED ENTITIES”), FROM ALL LIABILITY AND CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR LOSS OR PROPERTY DAMAGE WHICH PARTICIPANT MAY HAVE OR WHICH MAY HEREAFTER ACCRUE TO PARTICIPANT, AS A RESULT OF PARTICIPANT’S PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE EVENT, AND WHICH MAY BE ASSERTED BY PARTICIPANT OR ON PARTICIPANT’S BEHALF AGAINST ANY OF THE RELEASED ENTITIES, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED ENTITIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW;

20. **PARTICIPANT AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY EACH OF THE RELEASED ENTITIES FROM ANY LOSS, LIABILITY, CLAIM, DAMAGE, JUDGMENT, LEGAL FEES, OR COSTS ARISING FROM OR INCURRED DUE TO PARTICIPANT’S PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASED ENTITY OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW;

21. **Participant agrees that:** Participant’s acts, poses, words and performances at the Event will be in good taste and will not reflect negatively on the image, reputation or business of the Released Entities, and each Participant grants full permission in perpetuity to each of the Released Entities, with no obligation to compensate Participant, to utilize Participant’s name, voice, statements, image, likeness, biographical data and/or actions (the “Image”) in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event in any medium, whether now known or hereafter created, or context, without further authorization or compensation, and represent that Participant has the right to grant such permission.

22. These Terms and Conditions are governed by the laws of the State of California, USA, and are intended to be as broad and inclusive as is permitted by California law, and that if any portion hereof is held invalid, it is agreed that the balance will nonetheless continue in full legal force and effect; and (b) for the purposes of any action or proceeding arising out of or related to these Terms and Conditions or Participant’s participation in the Event, Participant expressly submits to the jurisdiction of all federal and state courts located in the State of California.

23. The rights of residents of New Jersey under these Terms and Conditions may differ as it relates to indemnification, release of claims and governing law or venue for disputes and applicable New Jersey law will govern.

**BY PURCHASING TICKETS TO THE EVENT, PARTICIPANT AGREES THAT HE OR SHE HAS READ AND VOLUNTARILY ACCEPTS THESE TERMS AND CONDITIONS ON BEHALF OF THEMSELVES, understands its terms, including that Participant is hereby giving up substantial legal rights, and further agrees that no oral representations, statements or inducement contrary to anything contained herein have been made by any Released Party.**