SEPHORiA: VIRTUAL HOUSE OF BEAUTY
EVENT TERMS AND CONDITIONS

(U.S. Participants)

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE REGISTERING FOR THIS VIRTUAL EVENT. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.

IN CONSIDERATION of being allowed to register for and attend the Virtual SEPHORiA to be held on September 29, 2023 at www.sephoria2023.com (the “Event”), the registrant for the Event, on behalf of themselves (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”) allows registration for the Event. Registration opens on July 18, 2023 and continues until September 28, 2023. Space may be limited; registrations are first come, first served.
2. You cannot register for the Event if you are under the age of 16.
3. Registration is free. A registration is personal to you and cannot be transferred to someone other than the named Participant on the registration form. Sephora may deny access to the Event to any person Sephora reasonably suspects to be holding a re-sold, unauthorized or counterfeit registration.
4. Only one (1) person will be admitted per registration. If attending via a mobile device, data charges may apply.
5. The Event is subject to Sephora’s website terms of use available here and Sephora’s Privacy Policy available here.
7. Each registration gives the Participant access to rooms within the Event (each, a “Room”). 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.
8. Gamification + Beauty Insider Point Earn: By participating in various touchpoints throughout the Event (including following navigational prompts, watching brand videos or completing games), Participants earn SEPHORiA lipsticks (points) that may be converted into Sephora Beauty Insider (“BI”) points. A minimum of twenty (20) SEPHORiA lipsticks is required to convert into a maximum of 250 BI points and conversion may only be requested during the Event on September 29th, 2023 from 9am to 11:59pm Eastern Standard Time. After this period, no conversions will be permitted. Only one (1) conversion of twenty (20) SEPHORiA lipsticks into 250 BI points is permitted even if a Participant has earned more than twenty (20) SEPHORiA lipsticks. If a Participant earns fewer than twenty (20) SEPHORiA lipsticks, no conversion to BI points will be permitted. Each Participant must register for the SEPHORiA Virtual event using the same email address associated with their Beauty Insider account to be eligible. Points will be credited to an eligible Participant’s Beauty Insider account within (15) business days following the Event.
9. Sephora does not guarantee that everyone attending an event will earn SEPHORiA lipsticks or receive any other giveaways or gifts offered.
10. 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.

11. 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 AND ADVERTISERS (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 OR IN CONNECTION WITH THE WALLET, ART OR NFT (AS PROVIDED IN SECTION 12 ABOVE), 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.

12. 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.

13. 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.

14. 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.

15. 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 REGISTERING FOR THE EVENT, PARTICIPANT AGREES THAT HE OR SHE HAS READ AND VOLUNTARILY ACCEPTS THESE TERMS AND CONDITIONS ON BEHALF OF THEMSELVES OR THEIR MINOR CHILD, 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.