

Mary Kay®
Foundation of You Contest

You could win a trip for two (2) to Santa Monica, Calif., to participate in a VIP photo shoot and the chance to be featured in Mary Kay web, social media and/or print publications!

Winner and his/her guest, and his/her Mary Kay Independent Beauty Consultant must be able to travel to Santa Monica, Calif., between Aug. 23 and 25, 2019, to claim the grand prize.

Contest Official Rules (Official Rules)

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. ENTRANT MUST BE 18 YEARS OF AGE OR OLDER (OR THE AGE OF MAJORITY IN THE STATE IN WHICH YOU RESIDE) AT THE TIME OF ENTRY. ***You are providing your information to Mary Kay Inc. (Mary Kay), and the information you provide will only be used in accordance with the [Mary Kay privacy policy](#).***

1. Eligibility: The *Foundation of You Contest (Contest)* is open only to legal residents of the fifty (50) United States and the District of Columbia (including territories, possessions and military bases) (**U.S.**) who are 18 years of age or older (or the age of majority) at the time of entry in their state of legal residence and who have made contact with a U.S. Mary Kay Independent Beauty Consultant (Independent Beauty Consultants may not enter as a customer. Employees, officers, directors and agents of Mary Kay Inc. (**Sponsor and Judge**), Cohen-Friedberg Associates, LLC, (**Administrator**), Mary Kay Independent Beauty Consultants, and their respective parents, subsidiaries, affiliate companies and advertising and promotion agencies and prize suppliers (collectively the **Released Parties**), as well as the immediate family (spouses and parents, siblings, children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. Subject to all applicable federal, state, and local laws and regulations. **Void where prohibited.**

2. Sponsor/Judge and Administrator: Sponsor/Judge: Mary Kay Inc., 16251 Dallas Parkway, Addison, TX 75001. Administrator: COHEN-FRIEDBERG ASSOCIATES, LLC, Framingham, MA 01702 (cfapromo.com).

3. Agreement to Official Rules: Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and legally binding in all respects.

4.

A. Timing: Contest entry begins Thursday, May 16, 2019, at 12:01 a.m. Central Time (**CT**) and ends Thursday, July 11, 2019, at 11:59:59 p.m. CT (**Entry Period**). All eligible entries received during the Entry Period will be judged based on predefined judging criteria, as later described in these Official Rules, to determine the winning entries. Administrator's designated computer server is the official time-keeping device for Contest.

B. Winner Selection and Notification: Up to ten (10) entries with the highest Judges' scores will each receive a grand prize along with their respective Independent Beauty Consultant. Prize winners will be announced on or about Thursday, July 18, 2019, at the annual Mary Kay Seminar conference. Potential winners will be notified by email, mail, Instagram Direct Message or phone using the contact information provided at the time of entry. Sponsor shall have no liability for any notification that is lost, intercepted or not received for any reason. If, despite reasonable efforts, any potential winner and her designated Mary Kay Independent Beauty Consultant do not respond within four (4) calendar days of the first notification attempt or if prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit prize, and an alternate potential winner may be selected. If any potential winner is found to be ineligible or has not complied with these Official Rules or declines a prize for any reason, such potential winner will be disqualified, and at Sponsor's sole discretion, an alternate potential winner may be selected. An alternate winner will be the entry with the next highest Judges' score as solely determined by the Judge.

5. Prize:

Ten (10) Grand Prizes: Each winner (up to 10 in all) and the winners' Independent Beauty Consultant will each receive the following:

A trip for two (2) for the winner and a trip for two (2) for the winner's Independent Beauty Consultant to Santa Monica, Calif., to participate in a VIP photo shoot for the chance to be featured in Mary Kay web, social media and/or print publications. Prize includes the following prize package:

- Round-trip (coach class) air transportation from a major airport nearest the winner's home address to Los Angeles. If the winner lives within 200 miles of Santa Monica, Calif., ground transportation will replace air transportation as determined by the Sponsor at its sole discretion.
- Two (2) nights' (double occupancy) accommodations in Santa Monica (Aug. 23 and 24, 2019). Accommodations to be determined by Sponsor at its sole discretion.
- Winner to receive \$1,000 spending money.
- Welcome basket of *Mary Kay*® products.
- Winner to receive a *Mary Kay*® makeover and the opportunity to be included in a photo shoot for the chance to be featured in Mary Kay web, social media and/or print publications. An Independent Beauty Consultant must be in good standing with the Company for images from the photo shoot to be featured in Mary Kay web, social media and/or print publications.

Approximate retail value of each prize package for two (2) is \$4,571.10.

TRAVEL WINNER NOTES:

Travel must be round-trip. If flights are required, 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 and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Contest 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, passenger tariffs or duties, airline fees, surcharges, luggage fees, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of the winner and his/her guest, and the winner's Independent Beauty Consultant and his/her guest. Travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on the same itinerary and at the same time as the winner. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates. 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. Prizes are nontransferable, nonrefundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prize is not redeemable for cash. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winner is responsible for any and all applicable local, state, and/or federal taxes and fees.

Trip winner and travel companion, along with the trip winner's Independent Beauty Consultant and travel companion, must have valid travel documents (e.g., government-issued I.D., passport, etc.) along with any other travel requirements prior to departure in order to travel by plane, and failure to do so may result in forfeiture of prize. Winner and his/her travel companion are solely responsible for satisfying all legally required conditions of travel. Winner must have a valid major credit card to check in to a hotel.

All expenses and costs associated with prize acceptance and use not expressly stated in the package description provided herein are the sole responsibility of winner. All taxes are the responsibility of the winner.

Prize will be awarded only if the prize winner fully complies with these Official Rules. Sponsor or Sponsor's representative reserves the right to deny portions of the prize package to winner, with no further compensation, if winner engages in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, or if winner's designated Independent Beauty Consultant is unable or unwilling to participate in the grand prize trip and photo shoot described in paragraph 5 above and/or comply with the Official Rules.

Sponsor makes no warranties and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS"**

WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT.

6. How to Enter: You may enter this Contest via the Sponsor's Contest site located at marykay.com/mkfoundationofyoucontest or on Instagram during the Entry Period.

BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT SUBMIT AN ENTRY WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

There are two (2) ways to enter this Contest:

a. Sponsor's Contest Page Entry: marykay.com/mkfoundationofyoucontest

- Complete the required information on the registration page, which includes uploading a photo (of you or selfie) with your foundation shade name and what makes you beautifully unique — just like your foundation shade (collectively the **Eligible Entry**).
- Complete your entry by agreeing to the Official Rules, and submit your entry.

b. Instagram Entry: If your Instagram account is set to “protected mode” or “private,” your entry may not be visible and thus may not be received by Sponsor. Your entry method must be set to “public.”

Upload your Eligible Entry along with the hashtag **#MKFoundationOfYouContest**, tag **@marykayus** and tag your **Independent Beauty Consultant**. **Include your foundation shade name and what makes you beautifully unique in the caption of the post.** Your entry will be reviewed for compliance, and if it complied with the requirements above, it will be entered in to the judging process. Your eligible entry may appear on the Sponsor's “Gallery” page located at marykay.com/mkfoundationofyoucontest. Instagram's terms of use (<http://instagram.com/about/legal/terms/#>) apply.

All Eligible Entries will be reviewed for compliance with the requirements in these Official Rules, and if approved, your entry may appear on the Sponsor's “Gallery” page and will be included in the Contest judging.

LIMIT: one (1) entry per customer per Independent Beauty Consultant. Therefore, a Beauty Consultant may have more than one customer enter over the Entry Period, but an entrant cannot enter under multiple Beauty Consultants. Multiple entrants may not share the same email address or Instagram account. A potential winner may be requested to provide Sponsor with proof that he/she is the authorized account holder of the email address and/or Instagram account associated with the winning Entry and/or eligible entrant. Entrants may not register/enter with multiple email addresses nor may entrants use any other device or artifice to register/enter under multiple identities. Any entrant who

attempts to enter with multiple email addresses or social media accounts or under multiple identities will be disqualified and shall forfeit any prize won, in Sponsor's discretion. **LIMIT:** one (1) prize per Mary Kay customer and one (1) prize per Mary Kay Independent Beauty Consultant.

If you opt to access the Contest via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your device according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone/device bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your mobile device's capabilities for specific instructions. Sponsor is not responsible for any charges.

Propriety of Photos and Caption Content: An entry: (i) cannot show, contain, mention, depict, refer or otherwise allude to the name or logo of any retailer, manufacturer, brand, product, store, place of business, person, company or character (except those of the Sponsor), regardless of whether or not it is a competitor of Sponsor or competes with any of Sponsor's products; (ii) cannot show, contain materials, mention, depict, name, refer or otherwise allude to or show the likeness of any person, whether living or dead, except for the entrant and those individuals from whom the entrant has received consent; (iii) cannot contain, mention, refer or otherwise allude to any sexually explicit or suggestive, obscene, lewd, violent, illegal, offensive, disparaging or inappropriate words, abbreviations, language, signs, products, poses, behavior, symbols, political, personal and/or religious references or statements, (including, but not limited to, words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group; (iv) cannot promote alcohol, illegal drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (v) cannot in any manner defame, misrepresent, contain disparaging remarks or reflect negatively about Sponsor, its products, or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated, as determined by the Sponsor in its sole discretion; (vi) cannot contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses, without permission; (vii) cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (viii) cannot depict any, and cannot itself be in, violation of any law; (ix) cannot show entrant in a professional sports team uniform on camera, or mention a team name and (x) must otherwise be in compliance with all of the provisions of these Official Rules as stated herein. The posting of an entry pursuant to the above instructions does not mean the entry has been deemed to be in compliance with these Official Rules. Sponsor reserves

the right at any time during the Entry Period, without notice to the entrant who posted the entry, to remove the posting of an entry from any website controlled by Sponsor that Sponsor determines, *in its sole discretion*, does not comply with these Official Rules or that otherwise contains prohibited or inappropriate content, and in the event of such removal, the entry will be disqualified and will not be eligible to compete for the winner's prize.

7. Judging: All Eligible Entries will be judged by the Judge(s), in its sole discretion, based on the following equally weighted criteria:

- Originality and creativity of the submission.
- Adherence to the Contest theme and caption requirements (inclusion of what makes you beautifully unique and inclusion of foundation shade name).
- Quality of photo and caption content.

In the event of a tie, a third-party Judge selected by the Sponsor and at its sole discretion, will judge the tied entries based on the above criteria to determine the winner.

Winner Requirements: Each prize winner shall be required to verify name and complete address and must execute and return to the Administrator within four (4) calendar days an affidavit of eligibility/ W-9 taxpayer identification form and liability/publicity release covering eligibility, liability, advertising and publicity unless prohibited by law. Prize shall not be awarded until all such properly executed forms are returned. Prize winner will be notified by phone and/or by email or mail or express mail using the contact information provided at the time of entry. Administrator and Sponsor shall have no liability for any potential prize-winning notification that is lost, intercepted or not received by any potential prize winner for any reason. If, despite reasonable efforts, any potential prize winner does not respond within four (4) calendar days of the first notification attempt, or if the prize notification or prize is returned as unclaimed or undeliverable to such potential prize winner, the potential prize winner will forfeit his or her prize and an alternate winner may be selected from remaining eligible entries with the highest Judges' score. If any potential prize winner is found to be ineligible or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified, and an alternate winner may be selected from remaining eligible entries with the highest Judges' score.

8. Release of Liability / Conditions of Participation:

A. Transmission of Information: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this Contest; (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 this Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Contest, the uploading, the processing or random selection of entries, the announcement of the prizes or in any Contest-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; nor (7) loss or damages

resulting from an entrant's connection to the internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mistranscribed, misdirected or undeliverable entries, email transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable emails resulting from any form of active or passive email filtering by a user's Internet service provider and/or email client or for insufficient space in user's email account to receive email. Sponsor does not accept responsibility for any damage (whether material or nonmaterial) caused to entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

B. Reservation of Rights: Sponsor reserves the right to cancel, suspend and/or modify this Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine winners from among all nonsuspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. Consent of Parties: By entering, entrant affirms that he/she has the consent of all parties portrayed or depicted in the entry photo to upload such photo and enter it into the Contest, and unconditionally assigns and transfers to Sponsor all rights, title, interest and claim, which it now has or may in the future have to his/her photo entry and any element(s) embodied therein. Sponsor and its designees shall have the right to edit, publish, use, adapt, reproduce, exploit, modify or dispose of any entry and all elements of such entry, online, in print, film, television or in any other media now or hereafter known throughout the world.

D. Release and Indemnity: By participating, entrant indemnifies, releases and agrees to hold harmless the Released Parties, their parents, affiliates and subsidiaries, and other entities involved in the development / production / administration of the Contest, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress) and/or death, arising from participating in the Contest, any Contest-related activity and/or acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.

9. Force Majeure: If, for any reason, the Contest (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and conduct the Contest selecting the prize winner(s) from among all Eligible Entries received for such affected Entry Period prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion.

10. DISPUTE RESOLUTION/GOVERNING LAW: To the fullest extent permitted by law, by participating in the Contest, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or this Contest shall be filed exclusively in the federal or state courts of the State of Texas, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action; (b) any such action shall be resolved individually, NOT as part of a class action; (c) any claims/judgments/awards shall be limited to actual out-of-pocket costs incurred in entrant's entry into the Contest (if any), but NOT attorneys' fees, special damages, punitive damages or consequential damages of any kind (including lost wages). These Official Rules and this Contest shall be governed by the internal, substantive laws of the State of Texas, without regard to principles of choice of laws/conflict of laws of the State of Texas or of any other jurisdiction.

11. Entrant's Personal Information: Use of Data: Sponsor and Administrator will be collecting personal data about Entrants online, in accordance with their privacy policies. Please review Sponsor's privacy policy at <https://marykay.com/en-us/pages/privacy-policy> and Administrator's privacy policy at <https://cfapromo.com/privacy/>. By participating in the Contest, Entrants hereby agree to Sponsor's and Administrator's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's and Administrator's privacy policy. You are supplying information to the Sponsor and not to Instagram. The Contest is in no way sponsored, endorsed or administered by or associated with Instagram.

12. Winners List: For winners list (available after 8/1/19), send a self-addressed, stamped envelope to: Mary Kay Foundation of You Winners, PO Box 2312, Framingham, MA 01703-2242, for receipt by 8/8/19.