

Infusium Loyalist Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

Infusium Loyalist Sweepstakes (the "Sweepstakes") begins at 9:00 AM Eastern Standard Time ("EST") on Monday, January 2, 2017 and ends at 11:59 PM EST on Friday, January 6, 2017 (the "Sweepstakes Period"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Sweepstakes. This Sweepstakes is in no way sponsored, endorsed, or administered by Facebook, Inc. ("Facebook"). All questions, comments or complaints regarding the Sweepstakes should be directed to the Sponsor at the address listed below and not to Facebook.

1. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the 48 United States and the District of Columbia, who are at least 18 years of age or older as of date of entry (19 or older if a resident of Alabama or Nebraska). Void in AK, HI, Puerto Rico, outside the U.S., and wherever else prohibited by law. Employees of Idelle Labs Ltd., including without limitation its Infusium division ("Sponsor"), and employees of Creative Media Marketing, and their respective parent companies, affiliates, and subsidiaries, (collectively the "Sweepstakes Entities"), their immediate families (parent, child, sibling and spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not), are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. By entering you agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects.

2. **HOW TO ENTER THE SWEEPSTAKES:** To participate, go to www.facebook.com/infusium (the "Website") during the Sweepstakes Period. Infusium will post instructions on how to enter via a Shortstack Facebook form. Entry warrants complete release of Facebook by each participant. Entry may be administered on the Website or within apps on Facebook. Limit of one (1) entry per person throughout the Sweepstakes Period.

No other form of entry is valid. Entries via automated programs, bots or third-party services are prohibited, and any entrant who enters or attempts to enter using such methods/services will be disqualified. Entries by the same person in excess of the limit stated above will be void and may result in

disqualification of the person responsible for the excess entries. Personal Timelines and friend connections may not be used to enter the Sweepstakes. All entries become property of the Sponsor and will not be returned.

3. ENTRY REQUIREMENTS:

By submitting an Entry, the Entrant understands and grants to the Sponsor and its agents and assigns permission to use his/her Entry, Photo and other Entrant information on Sponsor's website, Sponsor's social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification.

4. PRIZES, DRAWING AND ODDS OF WINNING: Two hundred fifty (250) Sweepstakes prize winners will be selected at random under the supervision of Creative Media Marketing from all eligible entries received during the Sweepstakes. The winners will be selected Wednesday, Monday, January 9, 2017. Odds of winning depend on number of eligible entries received for each particular drawing during the applicable Period.

5. SWEEPSTAKES PRIZES: A total of two hundred fifty (250) Infusium prize packs will be awarded to two hundred fifty (250) winners. The Infusium prize pack includes the Repair + Renew Leave-In Treatment and the Repair + Renew Leave-In Serum. The retail value of each prize pack is \$18.

6. PRIZE AWARDING: Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. All Sweepstakes prizes will be fulfilled approximately 48 hours after the Sweepstakes has ended. If a potential Winner of any Sweepstakes prize cannot be contacted, is ineligible, fails to claim the prize, or fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize will be awarded to an alternate potential winner. Sponsor cannot predict the number of entries. As a condition of being awarded a prize, Sponsor may require any Winner to sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, or to otherwise provide proof of eligibility in any manner Sponsor deems appropriate, within a specified time period. Failure to comply will result in prize forfeiture.

PRIZES ARE AWARDED “AS IS” WITH NO GUARANTEE, EITHER EXPRESS OR IMPLIED BY SPONSOR. ALL PRIZE DETAILS ARE AT SPONSOR’S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS’ SOLE RESPONSIBILITY.

7. GENERAL: The winner hereby expressly grants to the Sweepstakes Entities and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and state of residence for solely advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes (“Advertising”), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor or its licensors and the winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under control of Sponsor or its licensors, and the Winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of winning recipient’s name, likeness or voice under contract, tort or any other theory of law. The Winner acknowledges that (i) the Sweepstakes Entities have no control over Advertising content or materials once they have been published, posted or otherwise released in the public domain and (ii) the Sweepstakes Entities shall have no liability for, and shall have no duty to police unauthorized use of or to take down, any Advertising content published by any third party in any medium now known or later developed, including, without limitation, via social media, video sharing sites, internet-based “widgets” or any internet, social media or other platform that allows user-generated postings or content. The Sweepstakes Entities do not assume any responsibility for any disruption in the Sweepstakes caused by circumstance or other unforeseen events outside of the control of the Sweepstakes Entities. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All federal, state, and local laws and regulations apply.

8. CONDUCT: By participating in this Sweepstakes, participants agree to be bound by these Official Rules and the decisions of the Sweepstakes Entities, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Sweepstakes Entities reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **LIMITATIONS OF LIABILITY:** Sweepstakes Entities assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of the Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then, the Sweepstakes Entities reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Entities will award the prizes from among all non-suspect, eligible entries received for the Sweepstakes up to time of such action.

10. **RELEASES:** All participants, as a condition of participation in this Sweepstakes, agree to release and hold harmless Facebook and the Sweepstakes Entities from and against any and all liability, claims or actions of any kind whatsoever from and against any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, indirect, compensatory, incidental or consequential, to person, including death, and/or property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of a prize (if applicable), or their participation in this Sweepstakes. **SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

11. **CHOICE OF LAW AND JURISDICTION:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Connecticut. All issues and questions concerning the

construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut. The invalidity or unenforceability of any provision of these Official 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. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, announcements or notifications and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

12. **PRIVACY:** Except as noted in these Official Rules, information collected for the Sweepstakes is used only for the purpose of Sweepstakes administration and winner notification, and will not be re-used, sold or shared in any manner by the Sweepstakes Entities or any third parties unless entrant has elected to receive additional information and promotional material from the Sponsor or a third party. By participating in the Sweepstakes, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, the Privacy Policy shall control and govern.

13. **OFFICIAL RULES:** To request a copy of the Official Rules, see www.facebook.com/infusium or send a self-addressed, stamped envelope by January 6, 2017, to: Sweepstakes, Official Rules Request, Creative Media Marketing, 594 Broadway, Suite 500, New York, NY, 10012.

14. **WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by January 12th, 2017 to: Infusium Sweepstakes Request, c/o Creative Media Marketing, 594 Broadway, Suite 500, New York, NY, 10012

Void in AK, HI, Puerto Rico, outside the United States and wherever else prohibited by law.

SPONSOR: Idelle Labs Ltd., 39 Old Ridgebury Road, Danbury, CT 06810

ADMINISTRATOR: Creative Media Marketing, 594 Broadway, Suite 500, New York, NY, 10012

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