

## OFFICIAL RULES OF THE MY MUSIC MY CLINIQUE CONTEST

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or any other social network or platform. You understand that you are providing your information to Promotion Entities, and not to, Facebook, Twitter, Instagram or other social network or platform.**

**Eligibility:** The My Music My Clinique Contest ("Promotion") is open only to natural persons who are legal residents of Canada (except Quebec) who have a valid social security or tax ID number, and who are at least nineteen (19) years of age at the time of entry. Promotion may only be entered from and in eligible jurisdictions. Promotion Entities, prize providers, and their respective parent, subsidiary and affiliate companies, employees, agents, and suppliers, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate. In the event of a dispute as to the identity of an entrant, the authorized account holder of the account will be deemed to be the entrant. Administrator may request any potential winner to provide proof that such person is the winner. All potential winners are subject to verification before any prize will be awarded. Subject to all applicable, federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules 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.

**Sponsor:** The Sponsor of the Promotion is Estee Lauder Cosmetics, Ltd. ("Sponsor").

**Administrator:** The Administrator of the Promotion is Live Nation Canada, Inc. ("Administrator" also known as "Live Nation").

Sponsor and Administrator are collectively referred to herein as "Promotion Entities".

**Timing:** The Promotion period begins at 10:00 AM Eastern Time on August 1, 2019 and ends at 11:59 PM Eastern Time on August 22, 2019. Administrator's clock is the official time keeping device of the Promotion.

**How To Enter:** Via Internet, visit the Promotion registration page located at <https://a.pgtb.me/q6zCH9> and complete the My Music My Clinique Contest registration form. You may encourage your friends ("Friend Referral") to enter by sharing via your Facebook, Twitter, google+, or Pinterest account, or your Personal Referral link. You will receive one (1) additional entry for each successful contest entry via your Friend Referral, for a maximum of two (2) Friend Referral entries. For Friend Referral to be valid, entrant must use the Share icons or the Personal Referral link on the Confirmation Thank You page that will display upon successful entry.

For all entries: Each participant may also receive a maximum of two (2) additional entries via Friend Referral. **Each participant may also receive one (1) bonus entry by checking the opt-in box to opt-in to receive e-mail communications from Sponsor. Participant can unsubscribe at any time.** Total entries into the Promotion including one (1) bonus entry not to exceed four (4) per participant. Multiple entrants are not permitted to share the same email address or other relevant account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated technology or system to participate is prohibited and will result in disqualification. Any automated receipt (such as one confirming delivery of text message or e-mail) does not constitute proof of actual receipt by Administrator of an entry. Promotion Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. All entries become the property of the Administrator and none will be acknowledged or returned.

### **Prizes: 1 Grand Prize, 2 First Place Prizes**

**One (1) Grand Prize** consisting of five (5) premium reserved tickets to winner's choice of one (1) participating Live Nation produced and promoted concert in Canada (excluding Quebec) during 2019 concert season; one (1) \$500 Clinique gift certificate to Clinique.ca, for terms please see:

[https://clinique-ca.cashstar.com/store/about/terms\\_and\\_conditions?locale=en-ca](https://clinique-ca.cashstar.com/store/about/terms_and_conditions?locale=en-ca); and one (1) \$200 exclusive concert experience, which will vary and can include (pre-show dinner, tour merchandise package, or other), based on the concert selected. Approximate Retail Value of the Grand Prize is: Two Thousand Two Hundred Dollars (\$2200), depending on the concert selected.

**Two (2) First Place Prizes** each consisting of two (2) premium reserved tickets to winner's choice of one (1) participating Live Nation produced and promoted concert in Canada (excluding Quebec) during 2019 concert season; one (1) \$250 Clinique gift certificate to Clinique.ca, for terms please see: [https://clinique-ca.cashstar.com/store/about/terms\\_and\\_conditions?locale=en-ca](https://clinique-ca.cashstar.com/store/about/terms_and_conditions?locale=en-ca). Approximate Retail Value of each First Place Prize is: Eight Hundred Fifty Dollars (\$850), depending on the concert selected

Tickets are redeemable until December 30, 2019, or while supplies last. Tickets are subject to program availability, venue capacity, age and artist restrictions. Tickets to a particular concert are not guaranteed. Black out dates and other restrictions may apply. Not valid during sold out concerts, private parties or events. Winner must select the show at least thirty (30) days before the actual event. No changes can be made after the tickets has been confirmed, If winner is unable to attend selected concert, that portion of the prize will be forfeited and the difference in value will not be awarded. An unclaimed and/or unused prize element will remain the property of Live Nation.

Selection of concert seat locations is solely within Live Nation's discretion. Parking, travel and accommodations not included and are the sole responsibility of winner and guest. Winner and guest must abide by all venue policies. Live Nation reserves the right to revoke full or partial prize from any winner or winner's guest who it and/or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Live Nation into disrepute. Resale of tickets is prohibited.

For all prizes: Odds of winning a prize depends on the number of eligible entries received. There will be only one prize per winner. Lost or stolen prizes will not be replaced. Prize does not include any other item or expense not specifically described in these Official Rules, and any such additional expenses are the sole responsibility of winner. Prizes may not be transferred or assigned. Only listed prizes will be awarded and no other prizing or substitutions will be made. Winners agree to accept the prize "as is", and entrants hereby acknowledge that Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. Any valuation of the prizing stated above is based on available information provided to Administrator and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide Administrator with a valid taxpayer identification number or social security number before any prize will be awarded. A Form 1099 will be issued to the winner for value of prize \$600 or more.

**Selection and Verification of Potential Winners:** Administrator will randomly select one (1) potential Grand Prize winner from all eligible entries on or around August 23, 2019. Once the Grand Prize winner has been selected, Administrator will randomly select two (2) potential First Place Prize winners from all remaining eligible entries. Administrator's 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. Administrator reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Promotion, or obtained winner status using fraudulent means.

All potential winners are subject to verification by Administrator. Administrator will not accept screen shots or other evidence of winning in lieu of its validation process. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner will be notified by email or phone, or via a direct message to the social account used to enter, as applicable. Each potential prize winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") and an I.R.S. Form W8-BEN as applicable (except where prohibited), which must be received by Administrator within seventy-two (72) hours of the time notice or attempted notice is sent, in order to claim a prize (if applicable). If a winner is a minor, the Affidavit must also be executed by the winner's parents or legal guardians. If a potential winner of any prize cannot be contacted, fails to

sign and return the Affidavit within the required time period (if applicable), declines the prize or prize is returned as undeliverable, such potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Administrator will award the corresponding prize to an alternate winner by random drawing from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these Official Rules. Only three (3) alternate winners will be selected, after which the prize will remain un-awarded.

Upon notification, the selected entrant, must, unaided, correctly answer a time-limited mathematical skill- testing question. In the event that a selected entrant is unable to answer the skill-testing question correctly, the Administrator shall have the right to disqualify said entrant and to randomly draw another eligible entry, and the Administrator shall be fully and completely released and discharged from any liability or responsibility in this regard.

**Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Promotion Entities' use of winner's name, social media identity, likeness, photograph, voice, opinions, hometown and state for promotional purposes in connection with this Promotion in any media, worldwide, without further payment or consideration.

**Privacy:** Information submitted by entrants will be collected by Administrator's systems based in the United States and such collection will be subject to applicable United States laws. Entrants may withdraw personal data upon request; however, entrant will be disqualified if personal data is withdrawn prior to the determination of the winners and fulfillment of the prizes. Information submitted by entrants is subject to Administrator's privacy policy: <http://concerts.livenation.com/h/privacy.html>. Entrant's participation in this Promotion constitutes consent for Administrator to use entrant's personal information solely for the purpose of administering the Promotion and awarding the prizes, unless entrant has opted to receive e-mail communications or SMS messages from Administrator. For information regarding Sponsor's privacy policy, please visit <https://www.clinique.ca/customer-care/general-info/privacy-policy>

**Errors and Unauthorized Activity:** Promotion Entities are not responsible: (1) for 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) for technical and/or communications malfunctions, errors or failures of any kind; (3) for unauthorized human intervention in any part of the Promotion; (4) for technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) for 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; or (6) if the Promotion cannot take place or if any prize cannot be awarded due to acts of war, natural disasters, weather or acts of terrorism. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Administrator, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. Administrator reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Promotion Entities' reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Administrator in its sole discretion. In such event, Administrator reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Administrator reserves the right, in its sole discretion, to disqualify any individual it suspects or finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Promotion Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. Promotion Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Release:** By participating in the Promotion, entrant (a) releases Promotion Entities, prize providers, promotional agencies, franchisees, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, from any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Promotion, including the unauthorized or illegal access to personally identifiable or sensitive information or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; and (b) acknowledges that the foregoing parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, without limitation, the prize quality or availability.

**Disputes:** As a condition of participating in the Promotion, entrant agrees that: a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Promotion or the prizes awarded, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of the Canadian Arbitration Association, then effective; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Promotion Entities reserve the right to modify prize award procedures. The Promotion and these Official Rules, and the validity, construction, performance, and enforcement thereof, shall be governed by and construed in accordance with the laws of Toronto, Ontario CANADA, without giving effect to any choice of law or conflict of law rules (whether of Toronto, Ontario CANADA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Toronto, Ontario CANADA.

Live Nation is a trademark of Live Nation Worldwide, Inc.