

The NYX professional makeup Face Awards Baltics Official Rules

1. Eligibility

The NYX professional makeup Face Awards Baltic Contest (the “Contest”) is open only to legal residents of the three Baltic states – Estonia, Latvia, Lithuania who are at least 14 years of age at date of entry. Anyone under the age of 18 at the time of entry must also have the consent of one of his or her parents or legal guardian, and a parent or other legal guardian must agree to the enforceability of these Official Rules. Employees (and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related of NYX Professional Makeup (“Sponsor”) are not eligible to enter or win. By participating, entrants agree to be bound by these Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on matters relating to this Contest. Contest is subject to all local laws.

Potential winners are subject to verification of eligibility and identity per these Official Rules, which may include a background check and completion of any documentation required by Sponsor to complete such background check, the results of which must be completely satisfactory as determined by Sponsor in its sole discretion. Additional eligibility requirements apply for Finalists, as described below.

2. Sponsor

NYX Professional Makeup Baltics, Consumer Products Division of L’Oreal Baltic SIA,
Citadeles street 12, Riga LV-1010, Latvia.

3. Agreement to Official Rules

Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein, including Sponsor’s approval of the results of a background check.

4. Timing

The Contest begins on March 13, 2017 00:01 morning, ends on June 30, 2017 at 23:59, and consists of eight (8) phases as set forth in the chart below.

5. Entry Chart

Phase	Start Date (at 00:01, if not marked differently)	End Date (at 23:59, if not marked differently)
Entry Submission	March 13, 2017	April 2, 2017
Announcement of 20 finalists	April 7, 2017 at 12.01	April 7, 2017 at 12.01
Announcement of 1st challenge	April 10, 2017 according to international timing	April 10, 2017 according to international timing
Video Challenge 1	April 10, 2017, according to international timing	April 30, 2017
Announcement of 10 finalists	May 8, 2017 at 12.01	May 8, 2017 at 12.01
Announcement of 2nd challenge	May 8, 2017 according to international timing	May 8, 2017 according to international timing
Video Challenge 2	May 8, 2017, according to international timing	May 28, 2017
Announcement of FINAL FIVE	June 5, 2017 at 12.01	June 5, 2017 at 12.01
Announcement of FINAL challenge	June 5, 2017 according to international timing	June 5, 2017 according to international timing
FINAL Challenge	June 5, 2017, according to international timing	June 26, 2017
Final LIVE event	June 30, 2017	June 30, 2017

YouTube LLC's computer is the official time-keeping device for the Contest.

6. How to Enter

During the Entry Phase, visit www.nyxcosmetics-faceawardsbaltics.com and follow the links and instructions to complete and submit the registration form, including your name, phone number, valid email address, and a valid home address. The video can be a pre-existing video or one created specifically for this contest. Your video may not exceed fifteen (15) minutes. You may make up your own face or use a model; if you use a model, your model must be at least eighteen

(18) years of age. In submission video You may use any cosmetic products you would like; same in challenge videos, but in those videos brand names and logos of products other than the Sponsor's must not be displayed in your video. *Your use of or reference to Sponsor's products will not positively impact the Winner Determination process described below.*

By entering this contest and agreeing to these Official Rules, each entrant represents and warrants that he or she is the person listed on the entry form. If entrant is under the age of 18, a parent or legal guardian must agree to the Official Rules.

By submitting a Contest Entry, entrant hereby grants permission for the Contest Entry to be posted on NYX Professional Makeup, and its affiliates, branded websites or social platforms. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Contest Entries by third parties. Released Parties do not guarantee the posting of any Contest Entry. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Contest Entry to any online social networks, without the express consent of Sponsor in each instance, i.e. - the Entrant undertakes in its Entry to distinctly disclose his/her relationship with the Brand - NYX Professional Makeup and that the Entry is Sponsored promotion.

To participate in the Contest you must have a non-private YouTube account. If you do not have a YouTube account, go to www.YouTube.com and create an account according to the instructions on the website. Creating an account is free and you may be asked to agree to the terms of service and privacy policy of the relevant platform. This Contest is in no way sponsored, endorsed or administered by, or associated with YouTube. If you choose to enter using your mobile phone, standard data fees may apply. See your wireless provider for pricing plan details.

By uploading your video (herein referred to as your Entry), you agree that it conforms to the Video Guidelines and Content Restrictions defined below and that Sponsor, in its sole discretion, may remove your Entry and disqualify you from the Contest if it believes that your Entry fails to conform to the Video Guidelines and Content Restrictions.

Video Guidelines (for initial Entry and subsequent challenges):

- The Entry must be in formats that YouTube guidelines: avi, flv, mov, mp4, mpeg4, mpegps, 3gpp, webM, or wmv format;
- Entry must meet YouTube's Terms of Service at <http://www.youtube.com/static?gl=US&template=terms> and its Community Guidelines at http://www.youtube.com/t/community_guidelines;

Content Restrictions (for initial Entry and subsequent challenges):

- Entrant should not make any claims or beliefs (positive or negative) about any product or its performance;
- Entrant may should make any statement about a brand other than Sponsor's (including mere reference of its use);
- Entrant must have permission from model used (if any) to agree to use his/her likeness and/or name in the Entry and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;

- The Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Entry may only contain music from free of rights channels;
- The Entry must not contain any content not created by entrant;
- The Entry must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Entry is created.

Entries must be the original work of the entrant, may not have been previously published (with the exception of the Submission Entry), may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the Entry and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain many Entries in connection with this Contest and/or other contests staged and/or promoted by the Sponsor, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Contest and/or other contests sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Entry, or that any compensation is due to entrant in connection with such Entry or other works used by Sponsor.

Limit: Each entrant may upload one (1) Entry for each Phase (Submission, Video Challenge) Entries received from any person, email address or YouTube account in excess of the stated limit will be void. Entries generated by script, macro or other automated means are void.

Ownership of Entries: Uploading an Entry constitutes entrant's consent to give Sponsor, and its affiliates, a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Entries in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now

known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Entry. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries; all of which will be void.

In the event of a dispute as to any Entry, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

7. Winner Determination

Winners will be determined by the following process: First, the Sponsor will select the jury. Jury will consist of two representatives for each three Baltic countries (2 from Estonia, 2 from Latvia, 2 from Lithuania). Each jury member will vote for videos separately by choosing their TOP 20, TOP 10, TOP 5 and the winner. Jury points will be accumulated.

The full process is described below.

a. Initial Judging Phase: During the Initial Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will score all eligible Entries based on the following Judging Criteria:

- 25% Creativity of the look;
- 20% Presentation/Educational value of the tutorial;
- 20% Artistry in makeup application;
- 20% Quality of the video production;
- 15% Presentation of the tutorial

The twenty (20) entrants with the highest scores will be deemed Finalists. In the event of a tie, the entrant whose Entry received the highest score for "creativity of the look" as determined by the qualified judges, in their sole discretion, will be deemed the applicable Finalist. In the event of a tied high score in "creativity of the look" the tied high scores will be re-judged and the one with the highest score will be deemed the Finalist. Sponsor reserves the right to select fewer than twenty (20) Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. The twenty (20) selected entrants will be notified by email or phone, using information provided on the entry form.

b. Video Challenges: The twenty (20) entrants selected after the first challenge must be prepared to participate in three (3) additional video challenges, as described below, for a chance to be the winner and to see the final contest in Los Angeles, California. The twenty (20) Finalist entries will be published on the contest Web page according to the official timeline, along with each entrant's official YouTube handle.

After the Video Challenges, there will be voting periods. The videos with the most votes will be moving on to the next challenge.

- 25% Creativity of the look;
- 20% Presentation/Educational value of the tutorial;
- 20% Artistry in makeup application;
- 20% Quality of the video production;
- 15% Presentation of the tutorial

Video challenges requires Entrant to submit a video consistent with a surprise theme to be determined and announced by Sponsor online on the homepage at the opening of challenge period.

8. Finalist Notification:

Finalists will be notified by email or phone after the announcements on homepage using contact information provided on the entry form. The Finalists can be required to sign and return an Affidavit of Eligibility and Release and where not prohibited Publicity Release, including agreement for Sponsor to perform a background check, which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. The Finalists will be confirmed upon Sponsor's satisfaction with and approval of the results of the background check. If a potential Finalist cannot be contacted, fails to execute and return the Affidavit of Eligibility and Release and Publicity Release or provide any other requested information within the required time period (as applicable), does not comply with these Official Rules, or notification is returned as undeliverable, potential Finalists forfeits the prize. If a Finalist is disqualified for any reason, the applicable prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the Finalists' name, city, state or province, territory, likeness, Entry and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. A Finalist who is a Minor will be notified via his or her parent or legal guardian.

9. Prize

Trip to Los Angeles to see the Face Awards Finals LIVE event, and 1500 EUR in cash. Travel and accommodation expenses and arrangements to be handled and paid by L'Oreal Baltic SIA through Agency AS Estravel affiliate in Latvia 63 Elizabetes Str, Riga, LV1050, LATVIA.

For the Prize: Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Actual value of may vary based on point of departure. Any difference between stated value and actual value will not be awarded. Trip must be taken on dates specified by Sponsor or prize will be forfeited and Sponsor will have no further obligation to such winner. Sponsor reserves right to change dates. Travel must be made through Sponsor's agent, on a carrier of Sponsor's choice. Winners may not substitute, assign or transfer prize or redeem prize for cash,

but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state, province or territory and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion

10. Release

By receipt of any prize, winner agrees to release and hold harmless the Sponsor, YouTube LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

11. Miscellaneous

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or 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 Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prize, the incorrect uploading of the photo or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or Entry of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above. Submissions or for any technical problems, 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. Released Parties are not responsible for any unauthorized third party use of any Submission. CAUTION: ANY ATTEMPT TO

DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

12. Arbitration

Except where prohibited by law, as a condition of participating in this Promotion, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of applicable legislation; (2) the local/applicable legislation shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and participant further waives all rights to have damages multiplied or increased.

13. Use of Data

Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at our homepage. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.