



**Rules for the Kiko UK Ltd
My KIKO Lips Instagram
Prize Draw**

Who are we?

Kiko U.K. Ltd (“**Kiko, We, Us, Our**”), VAT GB111109968 whose registered office is 5th Floor Mutual House, 70 Conduit Street Mayfair, London W1S 2GF, UK hereinafter referred to as the (“**Promotion Company**”) is organizing a prize draw called “My KIKO Lips” (“**Prize Draw**”).

By entering into the Prize Draw, participants will be deemed to have agreed to be bound by these Prize Draw Rules available at <https://www.kikocosmetics.com/en-gb/special-events/personalize-your-lipstick-march2018>

How to enter the Prize Draw:

The Promotion Company will post on Instagram (through the @kikomilano official Instagram profile), an image or video with the following caption: “Get your favourite lipstick personalized! Tell us your favourite colour and finish (matte, sheer or creamy); Tag a friend and use #MyKIKOLips in the comment; Like this post; Follow @KikoMilano; Giveaway ends 12/03, 23.59 GMT, profile of entrant must be public, T&Cs in bio (the “**Prize Draw Post**”).

To enter the Prize Draw, Entrants must like the Prize Draw Post – AND must by **23.59 GMT on 12 March 2018** do the following three things:

- (1) tell-us in a comment what their favourite lipstick colour and finish (matte, sheer or creamy) is, on the @kikomilano official Instagram profile using the accompanying hashtag #MyKIKOLips (the “**Prize Draw Caption**”); and
- (2) tag a friend; and
- (3) like the post and follow the brand account @kikomilano (“**Submission**”).

Such Submission may include further captioning created by the Entrants in accordance with these terms.

Entrants must post their Submission by 23.59 GMT on 12 March 2018. Each Submission must comply with the requirements set out in the section named “Submission requirements” below.

Entry to the Prize Draw is free and no purchase is necessary, however the Prize Draw requires participants (“**Entrants**”) to have access to the internet via their mobile device and their own Instagram account, use of which is subject to Instagram’s own terms and conditions.

The Prize Draw will run from the time when the Prize Draw Post is posted on Instagram to 23.59 GMT on 12 March 2018.

Entrants may only submit one Submission using one Instagram account only. It follows that Entrants with more than one Instagram account may not use more than one of their accounts for this Prize Draw.



By entering the Prize Draw using a mobile device, standard data fees may apply. Entrants should consult their mobile service provider's pricing plan for details. Entrants agree to incur any and all charges demanded by their mobile carrier.

Prizes:

There will be a total of five prizes awarded as part of the Prize Draw and these will be awarded in accordance with the section named "The method for awarding prizes" below. Each prize consists of a lip kit from the Promotion Company based on the Entrant's Submission and which comprises the following products:

- 1 x Velvet Passion Matte Lipstick engraved in the shade submitted by the Entrant in their Submission (ARV £7.90) and 1 x Smart Fusion Lip Pencil in a shade matching the Velvet Passion Matte Lipstick (ARV £2.50)*; **OR**
- 1 x Gossamer Emotion Creamy Lipstick engraved in the shade submitted by the Entrant in their Submission (ARV £7.90) and 1 x Smart Fusion Lip Pencil in a shade matching the Gossamer Emotion Creamy Lipstick (ARV £2.50)*; **OR**
- 1 x Glossy Dream Sheer Lipstick engraved in the shade submitted by the Entrant in their Submission (ARV £7.90) and 1 x Smart Fusion Lip Pencil in a shade matching the Glossy Dream Sheer Lipstick (ARV £2.50)*;
*total set ARV £10.40,

(together, the "**Prize**").

Eligibility requirements:

For an entrant to be eligible to enter this prize draw they must meet the following requirements to allow entry into the Prize Draw:

- Entrants must have an Instagram account and must make sure the "Private Account" option in the account settings on their Instagram account are set to "OFF".
- The Prize Draw is open to and will be promoted to all residents of the UK aged 18 years old or over but applications will be accepted from residents of other countries in the European Union (also aged 18 years old or over), with the exceptions being:
 - employees of the Promotion Company or its holding or subsidiary companies and employees of agents or suppliers of the Promotion Company or its holding or subsidiary companies, who are professionally connected with the Prize Draw or its administration (the "**Employees**"); or
 - members of the immediate families or households of the Employees.

Submission requirements:

- The Submission must be in a format compatible with Instagram and in accordance with Instagram's own terms and conditions;
 - The Submission must be clear and visible once uploaded;
 - Other than with regards to the Prize Draw Caption, the Submission must be an original work and must not be taken from material found online or from other sources;
 - The Submission must not infringe another person's or entity's copyright, trademark, moral right, right of privacy or publicity, or other intellectual property right or any other right;
 - The following must not appear: other products from competing brands or phrases or objects which are irrelevant to the Prize Draw;
 - The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, libellous, promotes bigotry, racism, hatred or harm against any
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group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, political or other beliefs, or age;

- The Promotion Company reserves the right to reject or disqualify any Submission which, in its sole discretion, it determines to be inconsistent with the spirit of the Prize Draw or is potentially damaging to either the Promotion Company, the Prize Draw, or any other third party's' image or reputation; and,
- If the Promotion Company decides to reject or disqualify the Submission as it is found to be contrary to these Rules, the Entrant shall lose his/her chance of winning one of the Prizes on offer under the Prize Draw.

Entrant liability with regard to their Submission:

By entering the Prize Draw, Entrants accept these Rules in their entirety and declare that:

- a. they are the author and owner of all copyright and intellectual property rights in the Submissions and that Submissions have not been copied or reproduced from any source, other than with regards to the Prize Draw Caption, the intellectual property rights in which belong to the Promotion Company;
- b. no persons below the age of 18 appear in the Submission;
- c. the Submission does not contain material that is unlawful, in violation of or contrary to the laws or regulations of England and Wales or of any jurisdiction where Submission is created;
- d. they own their comments but undertake to grant to the Promotion Company a non-exclusive, royalty free licence to use, adapt, publish, modify, distribute, reproduce and display the Submission in whole or in part, worldwide, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, including, but not limited to, on any and all Internet media, including in the Promotion Company's Instagram channel, on the Promotion Company's website or related websites and other social networking platforms (i.e., Facebook, Twitter, YouTube, Pinterest etc.), for any purpose but including promotional, advertising or marketing purposes (except where prohibited by law). For the avoidance of doubt, other than the rights granted in this paragraph, the Promotion Company does not claim any rights of ownership in any Submission;
- e. they are wholly liable for the Submission uploaded and will consequently fully indemnify and hold harmless the Promotion Company and Instagram against any liability it incurs as a result of the Submission failing to comply with the conditions set out in these Rules; and
- f. they agree that, at the Promotion Company's sole discretion, their names may be announced on social media, by mentioning their Instagram Handles. Furthermore they agree to take part in any reasonable publicity required by the Promotion Company, should they win one of the Prizes available under the Prize Draw.

Each Entrant also irrevocably waives all moral rights they may have in the Submission.

Each Entrant acknowledges that other Entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in another Entrant's Submission. Each Entrant understands and agrees that he/she shall not have any claim against any other Entrant or Promotion Company arising out of any such similarity or be entitled to any compensation because of any such similarity.

The Promotion Company may at its sole and absolute discretion, publish Submissions in its Instagram channels, other social networks, web site or any other media. Each Entrant accepts that breach of any of the conditions of these Rules shall entitle the Promotion Company to immediately remove the Entrant and/or his/her Submission from the Prize Draw.

The method for awarding Prizes:





All valid Submissions correctly submitted in accordance with these Rules shall be included in a prize draw from which the winning Submissions will be randomly selected (the "**Selection Pool**") on or about -13 March 2018. Submissions will be selected randomly through a computer programme. The 5 (five) Submissions which are randomly selected will be deemed to be the winners of the Prize Draw.

A list of the winners is available by email on written request to the Promotion Company for a period of six weeks after the Prize Draw has closed. In the event that there are fewer than 5 (five) Entrants in the Prize Draw, the Promotion Company reserves its right not to award said Prizes or to award fewer than 5 (five) at its absolute discretion.

Notification to the winners and delivery of Prizes

We will notify winners that they have won the Prize Draw by sending a direct (private) message over Instagram requesting their complete contact details.

The winners will have 7 (seven) calendar days from being notified of their win to reply to the notification message accepting the Prize and providing their telephone number, their email address, their postal address, and any information deemed necessary to comply with these Rules.

If any potential winner cannot be contacted following a reasonable number of attempts within 7 (seven) calendar days of first notification attempt, or fails to provide the information requested, or if any Prize or Prize notification is returned as undeliverable, or if a potential winner rejects his/her Prize, or in the event of non-compliance with these Prize Draw Rules and requirements, such Prize will be forfeited and a new winner will be selected from the Selection Pool.

In the event that having followed the awarding process described above, a Prize cannot be given to a winner, the Promotion Company reserves its right not to award said Prize. Upon Prize forfeiture, no compensation will be given.

The Promotion Company reserves the right to require winners to provide a valid form of identification proving their age and identity before receiving their Prize. Any identity verification document produced must be in the name of the person who has entered the Prize Draw.

Winners will be sent the Prize by post to the postal address provided within 30 days of the date that the relevant winner provided the requested information.

Personal Data:

Any information, including any personal data, on Entrants gathered during the Prize Draw will be held and used by the Promotion Company, the companies belonging to their group, their suppliers and/or contractors necessary to administer the Prize Draw, and otherwise in accordance with the KIKO Privacy Policy found at: <http://www.kikocosmetics.com/en-gb/secure-purchases/privacy-policy.html> (the "**Privacy Policy**").

If you are the winner of the Prize Draw, you agree that the Promotion Company may use your name, image and town or county of residence to announce the winner of this Prize Draw and for any other related promotional purposes.

By participating in the Prize Draw, Entrants hereby agree to the Promotion Company's processing, collection and usage of their personal information and acknowledge that they have read and accepted the Privacy Policy.





General:

This Prize Draw is in no way sponsored, endorsed or administered by, or associated with, Instagram. Instagram bears no liability with regards to those taking part in this Prize Draw. All terms and conditions of Instagram apply to all submissions.

The Promotion Company reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Prize Draw should (in its sole discretion) changes to Instagram or its terms of use, virus, bugs, non-authorized human intervention, fraud or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Prize Draw. In such case, the Promotion Company may select the winner from all eligible Submissions received prior to and/or after (if appropriate) the action taken by the Promotion Company.

The Promotion Company may prohibit an Entrant from participating in the Prize Draw or winning a Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Prize Draw by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick Entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Promotion Company representatives.

Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorized account holder will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an account by Instagram. Each potential winner may be required to show proof of being the authorized account holder.

The Promotion Company is not responsible for any technical problems or human error that may result in a comment not being received or being lost or damaged or for any destruction or alteration of, or unauthorized access to, the Prize Draw registrations and entries. Proof of submission will not be deemed to be proof of receipt by the Promotion Company.

The Promotion Company reserves the right, at any time, to verify the validity of Submissions and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Submission that is not in accordance with these Rules.

Save where the Promotion Company has been negligent, the Promotion Company shall in no way be liable for any injuries, losses, damages or expenses suffered or incurred by any winner of the Prize Draw, as a direct or indirect result of participating in this Prize Draw and/or accepting a Prize.

The Promotion Company's decision is final. No correspondence will be entered into except with the winners to notify them that they have won and to provide the Prizes.

The Prizes quoted are subject to availability and, in the event of unforeseen circumstances, or circumstances outside of the Promotion Company's reasonable control, the Promotion Company reserves the right to amend, withdraw or substitute any part of this Prize Draw and/or Prize for an alternative arrangement of equal or greater value.

The Prize is not transferable, and no cash or other alternative arrangements will be offered. Winners will be solely responsible for all applicable taxes relating to their Prize.

The Approximate Retail Value ("ARV") of any Prize listed is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Rules, and the date the Prize is awarded or redeemed. If the actual purchase price of a



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Prize is less than the ARV stated herein, the Prize winner will not be entitled to a cheque, cash or other form of payment for the price difference.

Failure by the Promotion Company to enforce any of its rights at any stage does not constitute a waiver of those rights.

If any part of these rules shall be found to be void or contrary to law, such part shall be considered invalid, but all unaffected sections shall remain in effect.

These rules shall be governed by the laws of England and Wales and the courts of England shall have non-exclusive jurisdiction.

