

## BRAND X CHALLENGE 2020

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN, A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY PARTICIPATING IN THIS CONTEST DURING THE CONTEST PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. READ THEM CAREFULLY BEFORE ENTERING. ODDS OF WINNING DEPEND OF THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.**

ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. FAILURE TO COMPLETE ANY APPLICABLE FORM AND PROVIDE TRUTHFUL AND PERTINENT INFORMATION MAY RESULT IN DISQUALIFICATION FROM THE COMPETITION. DISQUALIFICATION IS IN THE SOLE DISCRETION OF ACCESS INTELLIGENCE, LLC DBA EVENT MARKETER MAGAZINE.

Access Intelligence, LLC dba Event Marketer Magazine ("Producer") will conduct the **"Brand X Challenge 2020"** (the "Competition") substantially as described in these Official Rules ("Official Rules"). Sephora shall be the featured brand in the Competition. Participation in the Competition constitutes entrant's full and unconditional agreement to, and acceptance of, these Official Rules. This Competition may be temporarily postponed or discontinued at any time without prior notice. The Competition is intended to take place solely in the United States only, is void where prohibited, and is subject to all federal, state, and local laws and regulations. Do not participate if you are not eligible and located in the United States at the time of entry. This Competition, and all Competition material, is © 2020 by Access Intelligence, LLC, or any other copyright owners, respectively. All rights reserved.

**1. Eligibility:** Entrants must be legal US residents and at least 18 years old or above, and must be students of U.S.-based four-year colleges and universities. Employees of Access Intelligence, LLC, Opus, MAS, Sephora, and their affiliated companies, parent companies, subsidiaries, other participating sponsors and affiliates, promotional agencies, and any advertising agencies, or companies involved in the creation, design, execution, production of the Competition (collectively, "Promotion Parties"), and members of the immediate families of such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents and grandchildren, and any other person residing at the same household whether or not related. Winning a prize is contingent upon fulfilling all requirements set forth herein. For the purposes of these Official Rules, an "Entrant", "Participant", "Team", "Teams", "Finalist", or "Winner" refers to the particular individual or individuals composing of a team as listed in the 2020 Brand X Challenge Entry Form ("Entry Form"). The individual appointed to lead a team as listed on the Entry Form is the "Team Captain." A "Team" or "Teams" may be comprised of a minimum of one (1) single-student participant or multiple student participants. Only a maximum of up to four (4) students (inclusive of the Team Captain) are eligible to participate as a multiple student team. Each individual is limited to a maximum of one (1) entry into the Competition, regardless of if the individual enters as an individual or as a member of a team.

**2. Competition Period:** The Competition begins on February 1, 2020 at 12:01am EST and ends on May 12, 2020 at 11:59pm EST. Team entries will be accepted via online upload starting April 1, 2020 until April 3, 2020 at 11:59pm EST. Producer reserves the right to shorten or extend the Competition Period.

**3. Competition Entry:** To enter the Competition, teams of up to four (4) students will design an experiential activation for Sephora's Sephoria event, taking place in fall 2020. Teams will design the message, branding, overall campaign and experience—as well as any event spaces to be created or used in said campaign. To participate, teams will first complete a participation Entry Form online by February 21, 2020. Then they will view two online webinars, one on Sephora and another on experiential design before March 1, 2020. On March 1, 2020, all teams will begin designing—they can submit entries via online upload until April 3, 2020 at 11:59pm EST. After April 3, 2020, judges will judge entries based on idea, creativity, message, and potential of overall campaign. Score weight: 25% idea, 25% creativity, 15% message, 35% potential of campaign. Grand prize, second place, and third place winners will be selected by May 10, 2020 after two rounds of judging. Participants agree to abide by the terms of these Official Rules and that the decisions of the Promotion Parties are final and binding on all matters pertaining to the Competition. All entries become the property of the Promotion Parties and will not be returned. Any content or materials provided to participants by the Promotion Parties in the Competition, shall be used solely for purposes of participation in the Competition.

Each team Entrant must agree individually to, and comply with, these Official Rules. The failure of any individual in a team to comply in any manner with these Official Rules may, in the Promotion Parties' sole discretion, result in the disqualification of all of the team's members in the Competition.

By entering as a member of a team, each individual member of the team acknowledges and agrees that:

- (i.) Any submissions made by a member of the team will be deemed to be made by the unanimous agreement of the entire team.
- (ii.) Once a submission has been made on behalf of a team, the members of the team may no longer be changed.
- (iii.) Each member of the team is responsible for ensuring the compliance of the team with these Official Rules, including the compliance of any and all submissions made by any member of the team with these Official Rules regardless of which member creates or submits it. In the event of a dispute, the Team Captain agrees to be responsible for the acts and omissions of the team.

Incomplete entries will be disqualified. Entrants may be required to become registered users of Producer or Sponsor websites and may not enter the Competition more than once. Multiple entries by means of software-generated or other automated processes will be disregarded. Detection of said automated entry will lead to such entries being voided in the Promotion Parties' sole discretion. Only one registered account per entry. If multiple accounts are

detected for a single entrant, the accounts will be voided and the entries will be disqualified in the Promotion Parties' sole discretion. In the event of a dispute as to any registration, the authorized account holder of the email address or account used to register will be deemed to be the registrant. 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. Potential winner may be required to show proof of being the authorized account holder. The Promotion Parties reserve the right to use any and all information related to the Competition, including information on entrants obtained through the Competition, for marketing purposes or any other purpose, unless prohibited by law. The Promotion Parties reserve the right to contact entrants and all other individuals whose email address is submitted as part of this promotion.

**4. Prize:** Ten finalist teams will be selected by the Promotion Parties on May 5, 2020 and one winning team will be selected on or before May 10, 2020 and will win \$5,000 (divided equally among all team members), an all-expense-paid trip (including air, hotel, and meals valued at \$4,000) to the 2020 Experiential Marketing Summit to accept the award on May 12, 2020, and an offer for a paid summer internship for all team-mates with program sponsor Opus. The total grand prize for the winning team is valued at \$9,000. The second-place team will win \$2,000 (divided equally among all team members) and the third-place team will win \$1,000 (divided equally among all team members).

**5. Winner Notifications:** The Competition finalists and winners will be notified by email as follows: 10 Finalist Teams: May 5, 2020 Grand Prize Winning Team: May 5, 2020 Second and Third Place Teams: May 6, 2020. Winners must have a valid email address where they can be notified. If a winner is unreachable after seven (7) days, or if that winner is unavailable for prize fulfillment, the Promotion Parties reserve the right to award the prize to another winner. If the Promotion Parties cannot find an eligible winner for the prize, that prize will not be awarded. All results are unofficial until winners are verified.

**6. Prize Acceptance/Restrictions:** Individual winners are subject to verification by Promotion Parties of the winner's name, age, address, phone number, and Social Security number (where the prize value is equal to or greater than \$600.00). In order to claim his or her prize, each winner must sign a Winner Certification of Eligibility and Release, and may be required to provide a completed W-9, per Section 9 below. Failure to do so will disqualify the winner. No entries from individuals under the age of 18 will be accepted. If a winner is disqualified, the Promotion Parties reserve the right to determine an alternate winner or to not award that winner's prize at all. Prizes cannot be redeemed for cash or substituted for any other items by any winner.

The Promotion Parties reserve the right to substitute any prize with another prize of equal or greater value. Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Promotion Parties. Costs of transportation and

accommodations, where applicable, and any other cost not specifically included in the prize are the sole responsibility of the winners.

**7. Publicity Release:** By participating in the Competition, each entrant acknowledges that his/her entry in the Competition constitutes that entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television or offline promotions), each winner's name, likeness, photograph, voice, opinions, and/or hometown and state, and any portion thereof, each extending throughout the universe and in perpetuity without further compensation, credit or right of review or approval, except where prohibited by law.

**8. Telephone and Delivery Disclaimer:** The Promotion Parties disclaim all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Promotion Parties' control, or otherwise. The Promotion Parties disclaim all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Promotion Parties are not responsible for mechanical, technical, computer, hardware or software errors, malfunctions, or failures of any kind, including but not limited to failed, incomplete, garbled, or delayed transmission of entries, traffic congestion, viruses, sabotage, satellite failures, electrical outages, on telephone lines, on the Internet, at any website, or application or lost or unavailable network connections or natural disasters or acts of God or man, which may limit an entrant's ability to participate in the Competition, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Competition.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS COMPETITION, TELEPHONE SYSTEMS OR WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY ANY SUCH INDIVIDUAL FROM PARTICIPATION IN THE COMPETITION OR ANY OTHER COMPETITION.

**9. Taxes:** Any valuation of the prize(s) stated above is based on available information provided to the Promotion Parties, and the value of any prize awarded to an individual winner may be reported for tax purposes as required by law. All taxes, including federal, state, and local taxes, are the sole responsibility of the winner. Any person winning over \$600.00 in total prizes will receive a 1099 form from Sponsor at the end of the calendar year and a copy of such form should be filed with the IRS. Each winner must provide Sponsor with valid identification, and a valid taxpayer identification number or Social Security number for total prizes valued at \$600.00 or more, before any prize will be awarded. Sponsor shall have the right, but not the obligation, to require any winner to complete and submit an IRS form W-9. Sponsor reserves the right to withhold prizes until the completed W-9 form is received.

**10. Conditions:** The Promotion Parties reserve the right, in their sole discretion, to cancel, terminate, modify or suspend this Competition or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in The Promotion Parties' sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, (b) the Competition or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Official Rules, (c) the Competition becomes corrupted due to interruption in wireless calling devices or wireless service for any reason, or (d) the Competition is otherwise not capable of running as planned. By entering, entrants represent that they are eligible and agree to be bound by and comply with the Official Rules and the decisions of any judges, which are final on all matters pertaining to the Competition. Any entrant who attempts to tamper with this Competition in any way or use fraudulent means to participate in and/or win the Competition shall be disqualified. The Promotion Parties reserve the right to disqualify any entrant at any time, for any reason, including, without limitation, language, activities or behavior deemed inappropriate. The Promotion Parties are not responsible for cancellations, postponements, or delays. Other than the prizes received by the winner, no entrant shall be entitled to receive any wages, benefits, fees or other compensation whatsoever as a result of participating in the Competition.

The Promotion Parties shall have the sole discretion to administer the Competition and interpret and apply the Official Rules. This Competition is not intended for gambling. If the Promotion Parties determines that an entrant is using the Competition for gambling purposes, such entrant may be disqualified and reported to the authorities.

**11. Indemnification/Hold Harmless:** By participating, entrants agree: (a) to the Official Rules and decisions of the Promotion Parties, which shall be final in all respects; (b) to release, discharge, and hold harmless the Promotion Parties, and their respective affiliates, parents, subsidiaries, advertising and promotion agencies, officers, directors, employees, representatives, and agents (the "Released Parties") from all liability, injuries, losses or damages of any kind to persons, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, death or property damage resulting in whole or in part, directly or indirectly, from the acceptance, delivery, possession, misuse or use of a prize (including any travel or activity related thereto), or from participation in and/or entry into or creation of an entry for the Competition and/or the broadcast or exploitation or use of entry or any other Competition-related activity; and (c) that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guaranty, expressed or implied, in fact or in law, relating to any prize. In consideration for his or her participation in the Competition, each entrant agrees to hold harmless and indemnify the Released Parties from any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of the entrant's participation in the Competition, including attorneys' fees.

**12. Limitation of Liability:** The Released Parties are not responsible or liable for: (i) any incorrect or inaccurate entry information or other errors in the printing, offering or administration of the Competition or in the announcement of the prize(s), (ii) any error, omission, interruption, defect or delay in operation or transmission at any website, or wireless calling service, interrupted or unavailable network, server or other conditions, (iii) failure of any entry to be received by Sponsor due to technical problems, telephone service problems, human error, or wireless calling service, (iv) communication line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service, (v) damage to any computer (software or hardware) resulting from participation in the Competition, or damage to mobile phone or other PDA device, (vi) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, (vii) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof), or (viii) any change of email address, mailing address, telephone number and/or any other contact information provided by entrant. Any expenses incurred by the entrant during the application process, including but not limited to postage, are the sole responsibility of each entrant and the Sponsor will not issue reimbursement for any expenses.

UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, ATTORNEYS' FEES, OR ANY OTHER DAMAGES.

**13. Choice of Law/Forum:** All entrants agree, by participation in the Competition, to submit to the personal jurisdiction of the courts of Ohio. Ohio law shall govern this Competition, without regard Ohio's choice of law rules. The courts of Ohio shall be the exclusive forum for any dispute regarding any Rule or activity associated with the Competition.

**14. Official Rules:** To request a copy of the Official Rules, send a self-addressed stamped envelope to Event Marketer Magazine, located at 761 Main Avenue, Entrance F, Norwalk, CT 06851 by March 18, 2020. Written copies of these Official Rules are also available during normal business hours (9am –5pm Est) at Event Marketer Magazine's business offices or online at [www.eventmarketer.com/brandxchallenge.com](http://www.eventmarketer.com/brandxchallenge.com).

**15. Names of Winners:** For a list of prize winners, send a separate, self-addressed, stamped envelope to Event Marketer Magazine, located at 761 Main Avenue, Entrance F, Norwalk, CT 06851 or appear in person at that location between normal business hours (9am-5pm EST) after May 20, 2020.

**16. Compliance with Law:** The conduct of the Competition is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. The Promotion Parties shall follow the applicable laws for conducting Competition.

**17. Rights Reserved:** The content, information, data, designs and code associated with the Competition and Competition website are protected by intellectual property and other laws. Any unauthorized use of copyrighted materials, trademarks, or any other intellectual property of any of the Promotion Parties is strictly forbidden.

**18. Privacy:** All information submitted by Entrants and collected by Producer in connection with the Entrant's entry will be subject to and will be treated in a manner consistent with Producer's web site Terms and Conditions accessible at: <http://www.accessintel.com/privacypolicy/> and Sephora's User Privacy Policy. By participating in the Competition, Entrant hereby agrees that Producer may collect and use his or her personal information submitted with the entry, and acknowledges that he or she has read and accepted the Producer's Privacy Policy.

**19: Sponsor:** The Sponsor of the Competition is Opus Agency, 9000 SW Nimbus Ave, Beaverton, OR 97008.

NO PURCHASE NECESSARY.