# #MyBodycologyGlowUp SWEEPSTAKES

**Official Rules 2024**

# No Purchase Necessary To Enter Or Win. A Purchase Of Any Kind Will Not Increase Your Chances Of Winning. Void Where Prohibited.

1. **Sweepstakes Period:** The #MyBodycologyGlowUp Sweepstakes (the “#MyBodycologyGlowUp Sweepstakes”) begins at 12:00:00 am Eastern Time (“ET”) on May 13, 2024 and ends at 11:59:59 pm ET on June 13, 2024 (the “Sweepstakes Period”). After the end of the Sweepstakes Period, three Prize Drawings will be performed as described in Section 4.
2. **Eligibility:** The #MyBodycologyGlowUp Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico, Guam, the U.S. Virgin Islands and other United States territories) who are eighteen (18) years of age or older as of the date of their entry. Employees, officers and directors of Parfums De Coeur Ltd., d/b/a Bodycology (“Sponsor”), and any of Sponsor’s respective affiliates, dealers, parents, subsidiary companies, and advertising and promotion agencies (collectively the “Sweepstakes Entities”) and members of their immediate families (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and/or those living in the same household of each (whether or not related thereto) are not eligible to enter or win the prize herein. Void outside of the U.S. or where otherwise prohibited or restricted by law. The #MyBodycologyGlowUp Sweepstakes is subject to all federal, state and local laws. By entering a Sweepstakes, participants are bound by and agree to these Official Rules, and the decisions of Sponsor and Administrator, which are final and binding.
3. **How to Enter:** Throughout the Sweepstakes Period, eligible participants must (i) follow @mybodycology on Instagram (the “Promotional Site”); (ii) comment on a post tagging @mybodycolody and (3) friends; and (iii) use the hashtag #MyBodycologyGlowUp to receive one (1) entry (hereinafter an “Entry”) into a Prize Drawing (as defined below). Incomplete Entries will not be eligible. Normal Internet access and usage charges imposed by your on-line service provider will apply. All Entries must be received during the Sweepstakes Period to be eligible. The computer clock of the Webmaster hosting the Promotional Site is the official timekeeping device for the #MyBodycologyGlowUp Sweepstakes. All Entries become the property of Sponsor and will not be returned, and Sponsor will not verify receipt of Entries.
4. **Prize Drawing:** On or about two (2) business days after the end of the Sweepstakes, three (3) random prize drawings (the “Prize Drawing”) will be performed, from among all eligible Entries received throughout the entire Sweepstakes Period for that particular Sweepstakes, in order to select three (3) potential prize winners. Entries received during the Sweepstakes Period for a particular Sweepstakes are only eligible for the drawing for that Sweepstakes and do NOT rollover into any drawing for any other Sweepstakes. Entrants need not be present to win. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period for the applicable Sweepstakes. Many will enter, few will win. Administrator, who is an independent judging organization, will conduct each Prize Drawing. The decisions of Administrator and Sponsor are final and binding on all matters relating to each Sweepstakes.

**The #MyBodycologyGlowUp SWEEPSTAKES IS A SEPARATE DRAWING AND ENTRIES RECEIVED FOR THAT SWEEPSTAKES WILL NOT BE CONSIDERED FOR ANY OTHER SWEEPSTAKES.**

1. **Prizes and Approximate Retail Value (“ARV”):** Three (3) prizes are available to be awarded in The #MyBodycologyGlowUp Sweepstakes. Each prize winner, once confirmed as detailed below, will receive all our 2024 Spring/Summer Seasonal Fragrance Mists Collection. By participating in the #MyBodycologyGlowUp Sweepstakes, you irrevocably give Sponsor permission, and grant to Sponsor the right, to film, record, and photograph you (the "Recording"). You hereby irrevocably grant and license to Sponsor and its affiliates, successors, licensees, agents, and assigns ("Authorized Persons") the rights to use in whole or in part, the Recording, including your name, image, likeness, appearance, and voice as they appear in the Recording, in perpetuity throughout the universe and in any medium or format whatsoever now existing or hereafter created, including but not limited to, websites, social media platforms, mobile applications and other digital transmission or delivery methods, on any platform, including but not limited to computers, and mobile devices, without further consent from or any royalty, payment, or other compensation to you except as otherwise expressly provided herein.
2. **General Prize Provisions/Conditions:** All prize details are at Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize (or a portion thereof) with another prize of greater or comparable value, as determined by Sponsor. Prizes are awarded “AS IS” and prize winners agree to look solely to the manufacturer of such prize, not the Sponsor, in the event of any issues with the product. All expenses or costs associated with the acceptance or use of the prize are the responsibility of the winner. The prize is awarded “as is” and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. Use of gift cards is subject to issuer’s terms and conditions.
3. **Notification/Acceptance:** The potential prize winners must comply with these Official Rules as published in order to accept their prize and be confirmed as an official prize winner. Sponsor may attempt to notify the potential prize winners via email, in accordance with the information provided upon entry, on or about twenty-four (24) hours after each Prize Drawing. Upon notification or notification attempt, the potential prize winners will be required to respond to such notification and provide any verification/fulfillment information requested, within two (2) calendar days of such notification or notification attempt (or less if specified by Sponsor upon notification or in the release documents, due to exigencies) or such prize may be forfeited and an alternate potential prize winner will be selected, and the process will repeat itself. Alternatively, if Sponsor does not need any additional information in order to confirm a potential prize winner as an official prize winner and fulfil the prize, Sponsor may unilaterally confirm such and simply mail the prize to the prize winner’s address as provided upon notification. If notification attempt(s) fail for any reason, or if a potential prize winner does not comply with these Official Rules, such prize may be forfeited, at Sponsor’s discretion, and an alternate potential prize winner will be selected.
4. **General Rules**: By entering a Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Entities, which shall be final and binding in all respects. Entries will be declared made by the authorized account holder of the email address submitted at the time of entry. In the event of a dispute over the identity of a selected potential winner, the natural person who is the authorized account holder of the email address used to submit the entry will be declared the potential prize winner. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If any portion of these rules is deemed illegal, such portion will be replaced with a legal clause that most closely resembles Sponsor’s intent.
5. **Limitations of Liability:** Entrants, by participating in a Sweepstakes, release and agree to hold the Sponsor and the Sweepstakes Entities harmless from and against any and all liability, claims or actions, of any kind whatsoever, for any injuries, losses or damages of any kind, to persons, including death and bodily injury, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, including participating in a Sweepstakes or in any Sweepstakes-related activity, whether sponsored, held by, or paid for by a third party or by Sponsor and for any claims based on publicity rights, defamation or invasion of privacy. Each entrant, as well as the prize winners, agree to indemnify the Sponsor and the Sweepstakes Entities from any and all liability resulting or arising from the relevant Sweepstakes and hereby acknowledge that the Sponsor and the Sweepstakes 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 any prize herein. Additionally, the Sponsor and the Sweepstakes Entities are not responsible for late, lost, stolen, incomplete, misdirected, garbled, damaged, delayed or undelivered Entries; or for any virus contracted by an entrant’s computer through participation in a Sweepstakes, for any incorrect or inaccurate information, whether caused by computer or Internet malfunction or interference, tampering, manipulation, weather or natural disaster, acts of war, or by any of the equipment or programming associated with or utilized in the relevant Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation; or for failed computer, satellite, telephone, wireless or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions, technical error, theft or destruction or unauthorized access. The Sponsor and the Sweepstakes Entities are not responsible for other errors or difficulties of any kind whether human, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the relevant Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the relevant Sweepstakes, the processing of Entries, the notification of the potential prize winners, or in any Sweepstakes-related materials. The Sponsor and the Sweepstakes Entities are not responsible for lost, interrupted, inaccessible or unavailable network, server, wireless service, Internet Service Provider (ISP), website, or other connections or any combination thereof. Sponsor reserves the right, at its sole discretion, to disqualify any individual it suspects of tampering with the entry process or the operation of the relevant Sweepstakes, to be acting in violation of the Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any person or entity. Any use of robotic, automatic, macro, programmed or like entry methods or third-party software or website or any other devices which subvert or manipulate the entry process will void all Entries by such methods, and disqualify any entrant using such methods. **CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RELEVANT SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If, for any reason, a Sweepstakes is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical failures, virus, bugs, worms, unauthorized human intervention or any other causes which Sponsor, in its sole opinion, deems could corrupt, manipulate or affect the administration, security, fairness, integrity or proper conduct of the relevant Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the relevant Sweepstakes and post notice of the action at the Promotional Site, and/or where they see fit. If Sponsor terminates the relevant Sweepstakes prior to the end of the Sweepstakes Period, Sponsor will select the potential prize winners in a random drawing from among all valid, non-suspect, eligible Entries received prior to termination, if any, or as otherwise may be deemed fair and equitable by Sponsor. In no event will more than the herein stated prizes be awarded.
6. **UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL THE SPONSOR OR THE SWEEPSTAKES ENTITIES BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL ENTRANT IN THE RELEVANT SWEEPSTAKES. SPONSOR’S FAILURE TO ENFORCE ANY PROVISION IN THESE OFFICIAL RULES WILL NOT BE DEEMED A WAIVER OF SUCH.**
7. **Disputes, Governing Law and Venue**: ENTRANTS AGREE THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE RELEVANT SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE RELEVANT SWEEPSTAKES, IF ANY, BUT IN NO EVENT WILL ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS’ FEES OR BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
8. **Privacy Policy:** Any personally identifiable information collected during the relevant Sweepstakes will be collected by Sponsor and used by Sponsor, Administrator, or their affiliates, agents and marketers for purposes of the proper administration and fulfillment of the relevant Sweepstakes as described in these Official Rules and for internal research purposes. Information may from time to time be shared with our Promotional Partners and would then be subject to such partner’s privacy policy. California Residents are entitled to request what personally identifiable information may be shared with third parties and the names of such parties. See Privacy Policy for details: http://www.pdcbeauty.com/privacy-policy/.
9. **Grant Of Rights:** Once confirmed as a prize winner,the Sweepstakes Entities may use, display, distribute or publish each prize winner’s name, likeness, address (city and state), statements, opinions, and any material based thereon or derived there from, or to refrain from so doing, in any manner in any and all media, whether now known or hereafter devised, anywhere in the world in perpetuity in connection with the relevant Sweepstakes, or as Sweepstakes Entities otherwise determine, in their sole discretion, and for purposes of advertising in trade or promoting/publicizing Sponsor, Promotional Partners, and their products and/or services, without compensation (where legal). Acceptance of prize constitutes a waiver of any claims to compensation, royalties, or other remuneration for such use.
10. **Winners’ List**: For the names of the prize winners, available after the Sweepstakes Period has ended, send a stamped, self-addressed envelope, to be received by June 30, 2024, to #MyBodycologyGlowUp Sweepstakes, Sweepstakes Winners List, c/o Parfums de Coeur, Ltd. d/b/a PDC BRANDS, 750 East Main Street, Floor 10, Suite 1000, Stamford, CT 06902.
11. **Sponsor**: The Sponsor of the #MyBodycologyGlowUp Sweepstakes is Parfums De Coeur, Ltd., 750 East Main Street, Floor 10, Suite 1000, Stamford, CT, 06902.

ABBREVIATED RULES:

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. The #MyBodycologyGlowUp Sweepstakes. Sweepstakes is open to legal residents of the 50 US/DC, 18 and older. Sweepstakes begins on May 13, 2024 and ends at 11:59:59 pm ET on June 13, 2024. To enter and for governing official rules, visit <https://www.bodycology.com/#bodycologygiveaway>. Sponsor: Parfums De Coeur, Ltd., d/b/a Bodycology, 750 East Main Street, Floor 10, Suite 1000, Stamford, CT, 06902.