

Microsoft Xbox OPI US - Ulta

Terms and Conditions

PROMOTION OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES OR DISTRICT OF COLUMBIA THROUGHOUT THE PROMOTION PERIOD WHO ARE THIRTEEN (13) YEARS OF AGE OR OLDER AT THE TIME OF REDEMPTION. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW

IN-GAME CONTENT REQUIRES INTERNET ACCESS, FORZA HORIZON 5 GAME (SOLD SEPERATELY), AND AN XBOX ACCOUNT.. Microsoft Corporation ("Microsoft") and Wella Operations US LLC ("OPI") (collectively "Sponsors") are offering the Microsoft Xbox OPI US - Ulta Promotion (the "Promotion"). The Promotion is subject to these terms and conditions (the "Terms and Conditions"), and by participating, a participant ("Participant") agrees to be bound by these Terms and Conditions and the decisions of Sponsors, which are final and binding in all respects. This Promotion begins at 12:01 AM, 01/02/2022, US Eastern Time and ends on 03/31/2022 at 11:59 PM, US Eastern Time (the "Promotion Period"). Microsoft's computer is the official timekeeping device for participation in the Promotion.

1. Eligibility: The Promotion is open to persons who are legal residents of, and physically located within, the fifty (50) United States and the District of Columbia and are thirteen (13+) years of age or older at the time of redemption. VOID WHERE PROHIBITED.

2. How to Obtain a Reward Code: To obtain a code redeemable for OPI Ford GT Livery in Forza Horizon 5 (the "Game"), Participants must purchase \$20 (twenty dollars) or more (after discounts/coupons and before tax) worth of Participating OPI product(s) from the list set out in Exhibit A in-store at any Ulta Beauty physical retail store or online on Ulta.com within one (1) transaction (one (1) single sales receipt) during the Promotional Period ("Qualifying Purchase") and take a picture of their Ulta Beauty purchase receipt. The only method for Participants to obtain a code to redeem their OPI Ford GT Livery in Forza Horizon 5™ (a "Reward Code"):

- (a) *Via Website:* Visit ulta.opiboxrewards.com (the "Website") to upload an image of your Ulta Beauty purchase receipt containing a Qualifying Purchase. Once validated, Participants will receive a Reward Code via email to the email address provided; or

Participants will have until 04/15/2022 to redeem their Reward Code; after such date, a receipt uploads of a Qualifying Purchase cannot be redeemed, and the Website will be taken down. Participants are limited to one (1) Reward Code redemption. While supplies last.

If any part of a Reward Code is counterfeited or improperly reproduced, or if the Reward Code comes from other games or promotions (whether operated by Sponsors or any third-party), or if any part is illegible, mutilated, or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the Reward Code will be rejected and will be deemed void and invalid.

4. How to Redeem a Reward Code: During the Promotion Period, Participants can visit <https://www.xbox.com/en-US/live> to create a free Xbox Account (if they do not have one already). To redeem the Reward Code, Participants can visit www.redeem.microsoft.com log into their Xbox Account and enter their Reward Code as directed. After Participants successful entry of a Reward Code, in accordance with these terms and conditions, they will receive their OPI Ford GT Livery in the Forza Horizon 5 game inventory. The Reward Code will only be redeemable once and once redeemed will be associated to the Xbox Account used during redemption. Participants must ensure they are logged into the correct Xbox Account before redeeming as tokens cannot be transferred to another Xbox Account and replacements will not be issued. The OPI Ford GT Livery code will be redeemable when received and the vehicle will be playable in-game starting on February 1st, 2022

NOTE: The Reward Code and the OPI Ford GT Livery cannot be redeemed or exchanged for any monetary value. The OPI Ford GT Livery content may be available for purchase and/or other giveaway(s) separately at any time.

5. Reward Codes and Redemption Code Limits:

From time to time herein, Reward Codes may be individually referred to as a "Code" and collectively as "Codes",

Each Code may only be used once; subsequent attempts to re-submit or re-use the same Code (whether by the same Participant or by different Participants) will be void. Codes must be received from the Website before 04/15/2022, and any valid unused Codes after this time shall become void. If any part of any Code is counterfeited, or improperly reproduced or if the Code comes from other games or promotions (whether operated by Sponsors or any third-party), or if any part is illegible, mutilated or tampered with in any way, or if it contains or reflects printing, typographical, mechanical or other errors, the Code will be rejected and will be deemed void and invalid. Each Participant acknowledges and agrees that the respective decisions of Sponsors with respect to Code entry are final and binding.

If a Participant experiences any difficulty with the Reward Code redemption, please visit <https://support.xbox.com>.

NO TRANSFER: Reward Codes cannot be sold, traded, bartered, assigned or transferred to or shared with a third party, auctioned through an online auction site, or otherwise or obtained through any source other than from one of the methods mentioned in these Terms and Conditions. Reward Codes are null and void and will be rejected if not obtained through authorized, legitimate channels.

6. Code Verification. All Codes are subject to verification at the sole respective discretion of Microsoft before a Participant receives their OPI Ford GT Livery. Anti-fraud detection devices may be used for verification purposes. Reward Codes will be void if they fail to pass anti-fraud detection measures, or, if determined by Microsoft in its sole respective discretion, to be unauthorized, illegitimately obtained (i.e., through means other than those stated in these Terms and Conditions) or if they contain an unauthorized message, code or other marking not issued by Microsoft for use in this Promotion, or if defective or if they contain printing or other mechanical errors or are printed or produced in error or are illegible or unreadable or blank. No Reward Code redemption will be valid if such redemption is associated with any Reward Code deemed void for any reason, including without limitation, the following: (a) Reward Code is not verified or recognized as being validly issued by Microsoft in the Promotion; (b) Reward Code is determined to be previously entered and used, except as provided herein; (c) Reward Code is incorrectly or incompletely entered or submitted; or (d) Reward Code is void. Each Participant acknowledges and agrees that the respective decisions of Sponsors shall be final, binding and conclusive in all matters relating to the Promotion, including without limitation determinations regarding the validity of Reward Codes. Microsoft each shall have no obligation to the holder of any void Reward Code. Sponsors may, at their respective sole discretion and without obligation, elect to replace an illegible Reward Code with one (1) randomly selected Reward Code, if appropriate, upon request while supplies last. Sponsors each reserve the right to inspect and examine any illegible Reward Code prior to issuing a replacement. Replacements shall be issued at Sponsors respective sole discretion and may be denied in the event of non-compliance with these Terms and Conditions. Except as expressly stated above, Sponsors shall have no liability or obligation with respect to any void Reward Code.

7. Limitations of Liability: No responsibility or liability is assumed by Microsoft, OPI, and their respective affiliated companies, parent companies, subsidiaries, participating promotional partners, retailers, distributors, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Promotion (the "Promotion Entities") for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Website hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail messaging transmissions; inaccessibility of the Website or any other website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of Xbox Live used in connection with the Promotion. **From time to time during the Promotion Period, Microsoft or XBOX'S respective webmaster may perform maintenance on the Website or other websites, which may result in a Participant's inability to enter or redeem Codes.** Microsoft and the Promotion Entities are not responsible for any typographical or printing errors in the Codes, or any inaccurate or incorrect data contained on the Website, including without limitation, any personal injury or property damage or losses of any kind which may be sustained to Participant's or any other person's computer equipment or mobile phone equipment resulting from online participation in the Promotion, or use of or download of any information from the Website. Use of the Website is at user's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. General Terms. By participating in the Promotion, Participants: (a) agree to be bound by these Terms and Conditions and by the interpretation of these Terms and Conditions by Microsoft and by the decisions of Microsoft,

which are final and binding in all respects; (b) acknowledge compliance with these Terms and Conditions; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release and hold harmless the Promotion Entities.

The Promotion Entities are not responsible if the Promotion cannot take place, or if any Code cannot be redeemed due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, or other events outside of the reasonable control of the Promotion Entities. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Promotion Entities, which, in Microsoft's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Microsoft reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Promotion or any part of the Promotion. If the Promotion or any part of the Promotion is terminated or modified prior to the closing date of the Promotion, notice will be posted on ulta.opixboxrewards.com if time permits. Microsoft reserves the right to modify and amend these Terms and Conditions from time to time during the Promotion.

The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of these Terms and Conditions is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Terms and Conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on a website and/or the provisions of these Terms and Conditions, the Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

9. Privacy: All information submitted by Participants and collected by Snipp Interactive, Inc. on behalf of Sponsors in connection with Participant's participation in the Promotion will be subject to and will be treated in a manner consistent with Microsoft's web site Terms of Use accessible at: <https://www.microsoft.com/en-us/legal/terms-of-use> and Microsoft's Privacy Policy available at: <https://privacy.microsoft.com/en-us/privacystatement>. By participating in the Promotion and opting-in to receive communication from Microsoft ("Microsoft Opting-In Participants"), Microsoft Opting-In Participants hereby agree that Microsoft may collect, use and disclose (as set forth in Microsoft's Privacy Policy) their personal information submitted with the Code redemption. Among other things, the information an opting in Participant provides may be used to send company updates and announcements about Microsoft and its products.

10. Binding Arbitration: Except where prohibited by law, Participant agrees: (1) any dispute, controversy or claim arising out of or relating to the Promotion or any Code redeemed shall be resolved individually, without resort to any form of class action; (2) any dispute, controversy or claim arising out of or relating to the Promotion or any prize awarded shall be resolved by binding arbitration conducted by JAMS in accordance with JAMS Comprehensive Arbitration Rules and Procedures (the "JAMS Rules"); (3) any arbitration shall be heard by one arbitrator to be selected in accordance with the JAMS Rules, in Washington State, King County; (4) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (5) any award or judgment shall be subject to all limitations and releases set forth in these Terms and Conditions and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorneys' fees or costs of bringing a claim, or any injunctive or other equitable relief. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

11. Governing Law: All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Participant and Sponsors in connection with the Promotion, shall be governed by, and construed in accordance with the laws of the State of Washington without giving effect to any choice of law or conflict of laws rules (whether of Washington State, King County or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Washington. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the parties consent to the exclusive jurisdiction and venue in the Superior Court of King County, Washington.

12. Sponsored by: This Promotion is sponsored by Microsoft Corporation; One Microsoft Way, Redmond Washington, 98052 and Wella Operations US LLC; 4500 Park Granada, Calabasas, California 91302.

NOTE: Entrant understands that he or she is providing information to Microsoft and OPI. If an Entrant opts-in, the information provided will only be used for sending Entrants company updates and announcements from Microsoft and OPI about their companies and their products.

GAME RATING DISCLOSURE: Forza Horizon 5 is Rated E for Everyone by the ESRB

EXHIBIT "A"

Participating Products

Click [here](#) for the full list of qualifying products.