## AVON TALENT SPOTLIGHT CONTEST OFFICIAL RULES

**ELIGIBILITY**. THIS CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE AUTHORIZED AVON INDEPENDENT SALES REPRESENTATIVES. VOID WHERE PROHIBITED. Employees of The Avon Company ("Sponsor") 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), Sponsor's parent, subsidiaries, affiliated companies, advertising and promotion agencies and fulfillment providers (collectively, "Released Parties") are not eligible to enter or win. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final on matters relating to this Contest. Contest is subject to all applicable federal, state and local laws.

HOW TO ENTER: Between June 5, 2023 at 12 PM ET and July 7, 2023 at 11:59 PM ET ("Contest Period"), eligible Representatives are invited to submit a video spotlighting their unique talent and enter it into the Avon Talent Spotlight Contest ("Contest") at avonevents@avonusa.com, along with the following information: name(s) of performer(s), account number of entrant, and description of the unique talent. The video entry must be no more than three minutes long. Representatives can enter as a team, but only one performer can be designated as the entrant. If entering as a team, all performers must be Representatives or verified co-applicants. If a performer appears in more than one submission video, they will be disqualified from the Contest. Of all valid entries received, ten (10) finalists will be selected to perform at the Avon Convention 2023, which takes place at the Gaylord National Harbor, August 11 - 13, 2023 ("Avon Convention"). Finalists will compete for a grand prize by performing their talent live at the Avon Convention on August 12, 2023, where Convention attendees will vote on the ultimate winners. Finalists must comply with the Live Performance Requirements stated below to qualify for prize consideration. Entries are strictly confidential. Entrants may not post or share their video on social media channels, and any public sharing of entries could result in disqualification. Sponsor is in no way connected to any videos that are made and they are the work and property of the Entrant. Entries must be submitted by 11:59 PM ET on July 7, 2023. Entries generated by script, macro or other automated means or by any means which subvert the entry process above are void. Limit one (1) entry per Avon account. Multiple entries will be void.

**LIVE PERFORMANCE REQUIREMENTS:** Your Live Performance must not: (i) violate any third party rights, including, but not limited to, patents, copyrights, or trademark rights; (ii) make deceptive, unsubstantiated or inaccurate statements, claims or representations, including but not limited to earnings ability or product-related claims, (iii) be obscene, indecent, or defamatory; (iv) feature any third party trademarks or logos or any third party content you do not own or have permission to use; (v) promote illegal drugs or firearms (or the use of any of the foregoing), or bigotry, racism, hatred, or harm against any group or individual; or (vi) otherwise violate any law. Sponsor, in its sole discretion, may determine whether a Live Performance meets these requirements. Sponsor will work with finalists to ensure appropriate licenses are in place for performance at Avon Convention. If Sponsor does not hold appropriate license for performance of entry as submitted, Sponsor will work with finalist to select an alternate piece for the Live

Performance. All performers participating in a Live Performance must grant the rights described in the "Sponsor's Rights to Entries" description below.

**FINALIST DETERMINATION:** An Avon panel will select ten (10) potential finalists based on Judging Criteria described below out of all eligible entries. Finalists will be invited to perform their talent at the Avon Convention on August 12 either live in person or through a virtual video feed for a second round of judging. To be eligible for consideration as a finalist, all performers in selected entries (collectively "Finalists") must comply with the following:

- Avon Representative account must be active and in good standing (no more than past due one campaign, for no more than \$500) both at the time finalists are determined and at the time winners are chosen and prizes are distributed.
- Verified registration for Avon Convention by end of Contest Period, either virtual or inperson.
- Verified registration for Avon Wallet before the end of Contest Period.

All eligible entries received by Sponsor will be judged by designated Avon Associates, based on the following criteria (collectively, "Judging Criteria"):

- 65% Popular Vote by Team Avon Associates
- 35% Creativity and Originality by Designated Judges

In the event of a tie, an additional, "tie-breaking" judge will determine the winner based on the Judging Criteria. Sponsor reserves the right to not select a full slate of finalists for the second-round if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries. Sponsor will not reveal the judging scores for any entry.

**FINALIST NOTIFICATION:** Finalists will be notified via email to the email address provided with their Contest entry on or around Monday, July 17 and will have 72 hours from notification to respond to Sponsor and verify eligibility. All performers that qualify as finalists may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within seven (7) days of date of issuance. If any finalist is unable to perform at the August 12 event for any reason either in person or virtually, they will be disqualified and an alternate finalist may be selected. In the case of a team performance, if any individual performer cannot perform on August 12, the entire team is subject to disqualification. The failure to respond to finalist notification or a potential finalist's noncompliance with these Official Rules may result in disqualification and at Sponsor's sole discretion, an alternate entry may be selected.

**WINNER DETERMINATION:** Potential winners will be selected by Avon Convention attendees following the Live Performance. Voting will take place on the Avon Convention website and close at 11:59PM EST on August 12, 2023. Winners will be announced live during the Avon Convention General Session on Sunday, August 13. The failure to respond to such notification or a potential winner's noncompliance with these Official Rules may result in disqualification and at Sponsor's sole discretion, prize may be awarded to an alternate winner.

**<u>GRAND PRIZE (1)</u>**: First Place will be awarded \$3,000. <u>**RUNNERS-UP PRIZE (2)**</u>: Second Place will be awarded \$2,000 and Third Place will be awarded \$1,000. <u>**PARTICIPATION PRIZE (7)**</u>: Remaining finalists will receive a participation prize. Approximate Retail Value ("ARV") of all prizes: \$8,000. Cash prizes will be awarded through Avon Wallet on or about August 18, 2023.

Winners must have an Avon Wallet account to collect winnings. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners may not substitute, assign or transfer a prize, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) of comparable or greater value. Winners are responsible for all federal, state and local taxes as well as any other costs and expenses associated with prize acceptance and use. All prize details are at Sponsor's sole discretion. Limit one (1) prize per entry. In the case of a co-applicant entry or team entry, the Avon account holder will be responsible for accepting the prize, as well as any tax obligations associated with prize.

<u>PUBLICITY GRANT:</u> By entering, you give Sponsor and its designees the right to use the content of your Contest entry, including but not limited to your name, city and state of residence, information regarding any prize you may win in the Contest, if any, and your voice, photographic, video, and/or other image and other likenesses of you that is: (a) submitted with your entry; or (b) filmed or photographed by the Sponsor during the course of the Contest, (referred to hereafter collectively as the "Entry Content") for advertising, trade and promotional purposes (including, but not limited to, announcing winner's name on the Avon websites or via Avon's social media accounts) without further compensation to you, in all paid or unpaid media now known or hereafter discovered, in any manner, worldwide in perpetuity, without further notice to you, and without your further review, or approval.

Specifically, you: (a) irrevocably grant Sponsor, its agents, licensees, and assigns the unconditional and perpetual right to use, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, exhibit, and otherwise use the Entry Content in connection with the Contest and all promotions of the Contest and Avon products in any paid and unpaid media throughout the world, without additional review, compensation, or approval from you or any other party, at Sponsor's sole discretion; (b) forever waive any claims that use of the Entry Content, as described in these Official Rules violates any copyrights, trademark rights, privacy rights, publicity rights, or any other legal or moral rights that you or others claim to own in your entry or its contents, and any claims that Sponsor is otherwise precluded from using the Entry Contents in connection with the Contest, including but not limited to the promotion and advertising of the Contest and the Avon products; and (c) agree not to instigate, support, or authorize any action, claim, or lawsuit against Sponsor for any of the reasons set forth above. Wherever possible, you will be credited as the creator of your entry. However, you understand and agree that Sponsor is not obligated to include such credits and is not obligated to make any use or display of your entry. The rights you have granted above are referred to collectively as the "Sponsor's Rights to Entries."

**REPRESENTATIONS AND WARRANTIES:** By submitting an entry, you represent and warrant that: (i) your entry is an original work created by you; (ii) you own all rights to your entry and have the authority to grant the rights set forth in "Sponsor's Rights to Entries" described in these Official Rules; (iii) your entry does not violate any third party's rights; and (iv) to the extent your entry features any individual other than yourself, you have obtained written permission from each individual granting the rights to Sponsor described in the "Sponsor's Rights to Entries" as defined in these Official Rules, and will make written copies of such permissions available to Sponsor, upon request.

**<u>LIMITATIONS OF LIABILITY</u>**: Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered or garbled entries, referral, links or emails; 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 malfunction of any unique referral link, the processing of entries, the announcement of the prizes, 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 participants' or to any other 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 or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest (or any portion thereof) should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, nonauthorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries. If terminated, Sponsor may, at its discretion, select the potential winners from all eligible, nonsuspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Entrants, by participating, agree that Sponsor and its respective parents, subsidiaries, divisions, affiliated companies, advertising and promotion agencies and fulfillment providers, and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. 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.

**WINNERS LIST:** The winners' list may be obtained after August 18, 2023 by sending a handprinted, self-addressed, stamped envelope to: Avon Talent Spotlight c/o The Avon Company, Events Team, 165 Broadway, New York NY 10006, for receipt by September 18, 2023.

SPONSOR: The Avon Company, 165 Broadway, New York NY 10006.