

**Belk® Beauty Bash Facebook Live Giveaway Event for Estee Lauder, Clinique, MAC, Bobbi Brown, Origins, Jimmy Choo & Benefit Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1. Overview and Sponsor:** The “Belk® Estee Lauder, Clinique, MAC, Bobbi Brown, Origins, Jimmy Choo & Benefit Live Event March 2024 Giveaway” (the “Giveaway”) is sponsored by Belk, Inc., 2801 W. Tyvola Road, Charlotte, NC 28217 (“Sponsor”). Sponsor will conduct the Giveaway via Facebook Live on March 21, 2024, at 12:00pm EST. Applicants who meet the eligibility requirements, enter the keyword to be provided by Belk during the Event in the chat until March 31, 2024, 11:59pm EST (“Event Keyword”), and Sponsor will select Seven (7) winner(s) from among all eligible Keywords entered in the event chat.
- 2. Eligibility Requirements:** The Giveaway is open only to legal residents of the United States who are at least eighteen (18) years old and:
  - a. Are eligible to work for any United States employer;
  - b. Are not currently a candidate for public office; and
  - c. Are currently residing in the fifty (50) United States (including the District of Columbia).

Employees of Sponsor and any company affiliated with the Giveaway, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible to enter.

- 3. Agreement to Official Rules:** By entering this Giveaway, You agree to abide by these Official Rules and the decisions of Sponsor, which are final and binding in all matters pertaining to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 4. Giveaway Period:** The Giveaway begins at 12:00pm EST on March 21, 2024, and will end at 11:59pm EST on March 31, 2024 (the “Giveaway Period”). Event Keywords received before or after the Giveaway Period will not be eligible.
- 5. How to Enter:** During the Promotion Period, join the Belk® Facebook Live event and enter an eligible Event Keyword when directed. Participants need to follow the Belk® account on Facebook to be able to participate. Please limit responses by completing only one (1) Event Keyword per one (1) person in the interest of good sportsmanship. Use of Facebook is otherwise subject to all of Facebook’s rules and requirements for use of its platform.

A Facebook account is required for this method of entry. If you do not already have a Facebook account, visit <https://www.facebook.com/> to create one. Please note that you must comply with Facebook’s terms and conditions and privacy policy in order to create such an account. It is free to create an account.

This Giveaway is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook. You understand that you are providing your information to Sponsor,

and not to Facebook. By participating in this Giveaway, each entrant will be subject to the Facebook Terms and Conditions [https://m.facebook.com/legal/terms\\_conditions](https://m.facebook.com/legal/terms_conditions) and Privacy Policy, <https://www.facebook.com/privacy/policy/>. Please read these terms and policies before entering.

**6. Entrant's Warranties and Representations:** By submitting an Event Keyword, You warrant and represent that the Event Keywords complies with all requirements of these Official Rules.

**7. Winner Selection Process:**

- a. **Selection:** After the Giveaway Period, Sponsor will evaluate all Event Keywords and randomly select seven (7) potential winner(s) based on the following criteria: Correctly entering the Event Keyword(s) in the chat during the Giveaway Period. The odds of being selected depend on the number of Event Keywords received from each applicant.
- b. **Background Check:** Sponsor will conduct background checks on the potential winner. By submitting an Event Keyword You agree to (a) submit to a background check, in accordance with applicable laws, and execute all documents required by Sponsor in connection with such background check; (b) authorize Sponsor to secure information about You from any current or former employers, associates, family members, educational institutions, government agencies, credit reporting agencies, and any references You provide or that are developed in the course of such investigation; (c) irrevocably authorize such parties to provide information concerning You to Sponsor; and (d) authorize Sponsor to investigate and obtain copies of Your employment records (if applicable) and governmental records, including but not limited to, any motor vehicle records, criminal records, and credit and/or consumer report(s). If a potential winner does not, in Sponsor's sole discretion, pass the background check, Sponsor will select an alternate potential winner in his/her place according to the judging criteria.

**8. Notification and Requirements of Potential Winner:** Sponsor will attempt to notify the potential winner on or around Monday April 1, 2024 and will have seventy-two (72) hours to respond. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and a liability/publicity release, as well as provide proof of Your state of residence. (Acceptable forms of proof include a valid driver's license, U.S. passport, U.S. birth certificate, and valid green card or visa.) If a potential winner fails to sign and return these documents within five (5) business days, Sponsor may select an alternate potential winner in his/her place according to the judging criteria.

**9. Prize:** The seven (7) winners will receive:

- a. A gift box containing one (1) of the following:
  - Estee Lauder ANR Eye Supercharged Gel-Crème valued at \$72.00
  - Clinique Dramatically Different Moisturizers valued at \$46.00
  - MAC Mascara valued at \$28.00

- Bobbi Brown Foundations valued at \$54.00
- Origins Ginzling Eye Cream valued at \$37.00
- Jimmy Choo Blossom Fragrance valued at \$60.00
- Benefit Microfilling Pen valued \$26.00

for You if entering in accordance with Section 2 above.

A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor in its sole discretion. A prize may not be transferred and must be accepted as awarded. You may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize or prize element with another prize or prize element of equal or greater value if the prize or prize element is not available for any reason, as determined by Sponsor in its sole discretion.

**10. Privacy and Publicity:** By submitting an Event Keyword(s) You consent to the collection, use, and disclosure by Sponsor of the information contained therein in accordance with Sponsor's Privacy Policy. You also consent to being subscribed to Belk marketing emails to receive future discounts, promotions, etc. By entering the Giveaway and/or accepting a prize, you grant Sponsor and/or Sponsor's designee the perpetual right to use Your name, voice, image, biographical information, photos and/or likeness, and statements for Giveaway, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, without notice, review, or approval, and without additional compensation, except where prohibited by law.

**11. Release, Limitations of Liability, and Indemnity:** By participating, You agree to release, discharge, indemnify, and hold harmless Sponsor and its affiliates, subsidiaries, parent corporations, and each of their respective officers, directors, employees, representatives (the "Released Parties"), and agents from and against any claim or cause of action related in any way to the operation of or Your participation in this Giveaway, the Applicant Content, or Your receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Giveaway or the processing of Event Keywords; (e) late, lost, delayed, incomplete, misdirected, illegible, or inaccurate Event Keywords; or (f) injury or damage to persons or property. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorneys' fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**12. Disputes and Mandatory Arbitration:** Except where prohibited, by participating in this Giveaway, You agree that the Giveaway is governed by, and will be construed in accordance with, the laws of the State of North Carolina, and the forum and venue for any dispute shall be in Charlotte, North Carolina. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of any

applicant and/or Sponsor, shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to conflict of laws principles. If any provision(s) of these Official Rules shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

You and Sponsor agree that, if the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by the American Arbitration Association, in accordance with its Arbitration Rules and Procedures or subsequent versions thereof (“AAA Rules”). The AAA Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in the State of North Carolina.

You also agree that (a) the statute of limitations for asserting any claims shall be a period of one (1) year from the end date of the Giveaway Period; and (b) any and all disputes, claims, and causes of actions arising out of or connected with the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action.

**13. General Conditions:** In the event the operation, security, or administration of the Giveaway is impaired in any way for any reason, Sponsor may in its sole discretion either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official rules; or (b) award the prizes according to the judging criteria from among all eligible applicants received up to the time of the impairment. SPONSOR’S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES ON ONE OCCASION, OR IN CONNECTION WITH A PARTICULAR APPLICANT OR EVENT KEYWORD, SHALL NOT PRECLUDE SPONSOR LATER FROM ENFORCING THE TERM ON ANOTHER OCCASION OR WITH RESPECT TO THE SAME OR A DIFFERENT APPLICANT OR EVENT KEYWORD. SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY APPLICANT OR WINNER AT ANY TIME, IN SPONSOR’S SOLE AND ABSOLUTE DISCRETION, INCLUDING, WITHOUT LIMITATION, IF HE OR SHE HAS VIOLATED THESE OFFICIAL RULES OR MISREPRESENTED HIM OR HERSELF IN ANY WAY. ANY ATTEMPT BY ANY PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. ENFORCEMENT OF THESE RULES SHALL BE AT SPONSOR’S ABSOLUTE DISCRETION. APPLICANTS WILL BE MONITORED THROUGHOUT THE PRODUCTION OF THE CONTEST AND THE CONTEST PERIOD. THIS CONTEST IS SUBJECT TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED.

**14. Results:** For a winner list (available after April 8, 2024, send a self-addressed, stamped envelope to: Director, Social Selling & Store Events, 2801 W. Tyvola Road, Charlotte, NC 28217, Attn: “Belk® Beauty Bash Facebook Live Event March 2024.” All requests must be received by April 30, 2024.