

OFFICIAL RULES
Keep Calm and Mercury On Sweepstakes

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD.

The Keep Calm and Mercury On Sweepstakes (the “**Sweepstakes**”) starts on July 19, 2018 at 12:00 AM Eastern Daylight Time (“**EDT**”) and ends on August 2, 2018 at 11:59 PM EDT (“**Sweepstakes Period**”). Sponsor’s computer shall be the official timekeeper for all matters related to this Sweepstakes.

1. ELIGIBILITY: Open only to legal residents of the fifty (50) United States (excluding Puerto Rico) and the District of Columbia, 13 years of age or older at time of entry. Anyone under the age of majority in their state, (eighteen (18) in most states, nineteen (19) in Alabama and Nebraska, and twenty-one (21) in Mississippi) at the time of entry must also have the consent of one of his or her parents or legal guardian, and a parent or other legal guardian must agree to the enforceability of these official rules. Void where prohibited. Employees (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) of essie (“**Sponsor**”), Wyng, Inc. (“**Wyng**”), Astrotwins (“**Influencer**”) and their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win. By participating entrants agree to be bound by these Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on matters relating to this sweepstakes. Sweepstakes is subject to all applicable federal, state and local laws.

2. TO ENTER: During the Sweepstakes Period, go to <https://app.wyng.com/keepcalm-mercury-on-sweepstakes> and complete and submit the official entry form. All online entries must be received by 11:59 PM EDT on August 2, 2018 to be eligible. Limit one (1) daily entry per person, per email account for the duration of the Sweepstakes Period. For the purposes of this Sweepstakes a day is defined as beginning at 12:00 AM (midnight) EDT and ending at the following 11:59 PM EDT. Multiple daily entries received from any person or email account after the first daily entry received from that person or email account will be void. Entries generated by script, macro or other automated means or means which subvert the entry process will be void. All entries become the property of Sponsor and will not be acknowledged or returned. If you choose to enter using your mobile device, standard data fees may apply. See your wireless provider for pricing plan details.

You may be asked to consent to receive promotional communications. Consenting is optional and is not required to participate in the Sweepstakes and will not improve your chances of winning.

3. REQUIREMENTS OF ENTRIES: Any photo, video or comment submitted in connection with the Sweepstakes: (i) must be original work of entrant; (ii) must be truthful and accurate; (iii) may not include any exaggerated product claims or criticisms of third party products; (iv) may not be inappropriate, offensive, libelous or defamatory, pornographic, unlawful or plagiarized, as determined by Sponsor in its sole discretion; (v) must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, as determined by Sponsor in its sole discretion; (vi) may not violate or encourage others to violate any applicable law, statute, ordinance or regulation; (vii) may not defame or invade publicity rights or privacy of any person,

living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights; (viii) may not contain commercial or corporate advertising, including but not limited to corporate logos, brand names, and slogans, other than those relating to Sponsor; and (ix) if found to be in violation of these rules will be disqualified and therefore removed from the Sweepstakes.

4. PERMISSION: By submitting a Sweepstakes entry, entrant hereby grants permission for the Sweepstakes entry to be posted on Sponsor's and its affiliates, branded websites and social platforms and on third party retail sites featuring essie. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Sweepstakes entries by third parties. Released Parties do not guarantee the posting of any Sweepstakes entry. Entrants agree that they will not use the entry for any other purpose, including, without limitation, posting the Sweepstakes entry to any online social networks, without the express consent of Sponsor in each instance.

5. DRAWING: Three (3) potential winners will be selected in a random drawing held on or about August 3, 2018 from all eligible entries received by Sponsor. Odds of winning depend on the number of eligible entries received. Limit of one (1) prize per person for entire Sweepstakes Period.

6. WINNER NOTIFICATION: Potential winners will be notified on or about August 6, 2018 by e-mail and 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 such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner, potential winner does not respond to Sponsor's communication within 48 hours from time of contact for any reason, or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner selected. If a potential winner is an eligible minor in his/her jurisdiction of residence, prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

7. PRIZES: Three (3) potential winners will each receive one (1) "How to Get Along with Anyone" book by the Astrotwins, Approximate Retail Value ("ARV") is \$11.99, two (2) essie Mercury in Retrograde nail shades, \$18.00 ARV and two (2) crystals, \$18.00 ARV. Total ARV of prize: \$47.99. Total ARV of all prizes: \$143.97. Limit of one (1) prize per person for entire Sweepstakes Period. Product selection determined by Sponsor. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Sponsor reserves the right not to award all prizes or to choose fewer than three (3) winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries.

8. GENERAL CONDITIONS: Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible or postage-due mail, entries or email; 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 sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the sweepstakes, the processing of entries, the announcement of the prizes or in any sweepstakes-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 sweepstakes. 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 sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the sweepstakes 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. Should any portion of the sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized 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, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the sweepstakes and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Entrants, by participating, agree that Sponsor, Wyng, Influencer, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies 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 sweepstakes. Each winner, by acceptance of prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official 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 SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

9. ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than

participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and participant further waives all rights to have damages multiplied or increased.

10. USE OF DATA: Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at www.essie.com. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

11. WINNERS' LIST: For the names of the winners (available after August 20, 2018), send a self-addressed stamped envelope to: essie Keep Calm and Mercury On Sweepstakes Winners, 10 Hudson Yards, New York NY 10001 for receipt no later than February 20, 2019.

12. SPONSOR: essie, 10 Hudson Yards, New York NY 10001