POPSUGAR BEAUTY AWARDS TERMS AND CONDITIONS

By submitting an entry to the POPSUGAR BEAUTY AWARDS, you accept and agree to these Terms and Conditions, as they may be updated from time to time without prior written notice and in our sole discretion.

1. These terms and conditions (these "Terms") apply to a party's (referred to as "you" or "your" as the context may require) submission of a product entry (the "Entry" or "Entries") for the Popsugar Beauty Awards (the "Awards"). These Terms are subject to change by VM Publishing, LLC (referred to as "us," "we," or "our", or "PMX", as the context may require). You should review these Terms prior to submitting an Entry for the Awards, paying the requisite fee for Entry for the applicable Award (the "Fee"). **By submitting an Entry and paying a Fee for any of the Awards, you accept and agree to these Terms, as may be updated from time to time without prior written notice and in our sole discretion. You also hereby acknowledge and agree to PMX Privacy Policy and Terms of Use (including class action waiver and arbitration provisions), which is hereby incorporated herein by reference.**

2. These Terms contain very important information regarding your rights and obligations, as well as conditions, limitations and exclusions that might apply to you. Please read these Terms carefully. THESE TERMS WAIVE YOUR RIGHT TO A JURY TRIAL. By submitting an Entry for the Awards and/or, if applicable, paying a Fee, you represent and warrant that you are of legal age to enter into these Terms and you accept that you are bound by these Terms. You represent and warrant that by submitting an Entry and/or paying the Fee (if applicable) on behalf of an organization or company, you have the legal authority to bind any such organization or company to these Terms. You may not submit an Entry to the Awards if you (a) do not agree to these Terms, (b) do not pay the Fee (if applicable), (c) are not the older of at least (i) eighteen (18) years of age or (ii) legal age to form a binding contract with us, or (d) are prohibited from accessing or using www.popsugar.com (the "Website") or any of the Website's contents, products or services by applicable law.

3. Entry Fees.

a. In consideration for receiving the opportunity for your Entry to be considered for the Awards, and other good and valuable consideration, the receipt of which is hereby acknowledged, you shall pay One Hundred Fifty U.S. Dollars ($150.00) per Entry, and you must pay a separate Fee for each applicable Entry in accordance with the instructions provided on the submission page on the Website. **Fees for all Awards are non-refundable.**

b. All Fee payments, and any information you submit in connection with paying the Fee, shall be processed by or on behalf of Stripe, Inc. ("Stripe") using the following link: Stripe Payment Page, and you'll need to include your Stripe payment confirmation ID in the submission form. All payments shall be subject to Stripe's terms and privacy policies, which may be updated from time to time in Stripe's sole discretion.

c. For the avoidance of doubt, (i) each Entry is limited to and in respect of one product only; to submit multiple products for consideration for the Awards, you must submit a separate Entry for each product and pay a separate Fee for each Entry; (ii) payment of the Fee for each Entry must be made at the same time you submit that Entry; and (iii) payment of the Fee only entitles you to submit your Entry for consideration for the Awards, and payment of the Fee shall not entitle you to receive an Award, any other award or accolade we may grant, or any other goods or services from us.

d. You shall be responsible for all costs of you submitting an Entry (including but not limited to the Fee, if applicable), as well as all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by you hereunder. In no event shall you pay or be responsible for any taxes imposed on, or with respect to, our income, revenues, gross receipts, personnel, or real or personal property or other assets.

4. Entry Submission.

a. You must adhere to the guidelines for submitting an Entry for the Awards provided on the submission page of the Website or otherwise provided by us at any time in writing (email being sufficient), including any deadlines to submit Entries, including the following requirements:

i. The Awards categories are Skin-care, Hair, Makeup, Body, Fragrance, Nail

ii. You can submit existing products that launched (or will launch) between January 1, 2026, and

December 31, 2026

1. Please do not send samples; after we review all submissions, we will be in touch about samples for any products that our judges are considering but have not previously had the chance to test.

iii. **All entries must be submitted by Monday, December 7, 2026 at 5:00 p.m. EST.** Both the payment and Entry form must be submitted at that time; Popsugar is not responsible for payments absent an accompanying Entry.

1. Products launched in 2026 that were previously submitted (but not selected) for the Spring Feel-Good Awards 2026, the 2026 Skin-Care Awards, and the 2026 Feel-Good Awards will automatically be considered for the 2027 Beauty Awards. There's no need to resubmit products for consideration.

iv. There is no need to submit a form for multiple colorways of the same product.

v. Limited-edition submissions will not be accepted.

vi. Late Submissions will not be accepted.

b. We will not be obligated to consider your Entry for the Awards if you do not submit your Entry in accordance with the instructions provided on the submission page on the Website, pay the Fee, and comply with these Terms and any guidelines we provide, and fulfill all requirements specified. We will not be obligated to notify you if we do not accept your Entry. We shall select the recipients of the Awards in our absolute and sole discretion. We may exclude any participant or Entry from the Awards submission process, at any time in our absolute sole discretion and without liability.

c. You confirm that the information supplied in your Entry is true, accurate, and not misleading. You understand and accept that if any information supplied by you is not true and accurate, or is misleading, we may in our sole and absolute discretion exclude you from the process or take any further action as we deem appropriate.

d. You may not enter more times than indicated by using multiple identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at our sole discretion. If you use your mobile device to make an Entry, your wireless service provider may charge you for applicable data charges. You should consult your wireless service provider regarding its pricing plans. Message and data rates may apply.

5. Representations and Warranties:

a. You represent and warrant that (a) the product to which your Entry refers is genuine and free from defects in workmanship, material and design, is fit for the intended purpose and will be operated as intended; (b) the information provided regarding the product is accurate, complete, and neither the product nor such information will violate the rights of any third party; (c) you comply with all applicable laws and governmental regulations relating to the product; (d) the product was manufactured in compliance with all applicable laws and governmental regulations; (e) the product, product information and import documentation (if applicable) will comply with all applicable laws and government regulations; (f) the product does not contain ingredients that are regulated by U.S. Drug Enforcement Administration as a controlled substance or listed chemical; (g) the product was not produced, manufactured, assembled, or packaged by forced, prison or child labor (defined as age 15 or the minimum working age within the applicable jurisdiction, whichever is older); (h) your Entry and the product complies with all requirements of these Official Rules. These warranties are cumulative and in addition to any other warranty provided by law or equity.

b. We make no representations or warranties with respect to the Awards or our consideration of any Entries for the Awards, including any warranties of merchantability, fitness for a particular purpose, adequate rights and title, and any warranties against infringement of any third party intellectual property rights, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

6. Association: The names of companies, products, and logos have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any company, or the inclusion of a product or service, does not imply any association with or endorsement by such company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.

7. Force Majeure. In the event we are prevented from awarding the Awards, or the Award collection/selection is not

capable of running as planned, due to causes beyond our control (including but not limited to, fire, epidemics, pandemics, outbreaks, the actions, restrictions, regulations, or decrees of any governmental body (including, but not limited to, any federal, state, or local governmental or administrative body) (collectively, "Governmental Bodies"), travel restrictions being implemented by Governmental Bodies or the World Health Organization, curtailment or interruption of transportation facilities, weather, labor dispute, strike, war, insurrection, terrorism, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, explosions, acts of God, or that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, or other similar or dissimilar event or circumstance (each a "Force Majeure Event"), we reserves the, and has the, right, in our sole discretion, to terminate, modify, extend, or suspend the Awards.

8. General Conditions:

a. Without limiting anything else in these Terms, we may, in our sole and absolute discretion and without notice, amend the terms (including but not limited to these Terms), structure, or any other aspect of the submission process for the Awards. We make no commitment to undertake any particular course of action.

b. We shall have no liability for an Entrant's failure to receive notices due to the Entrant's spam, junk e-mail, account settings (including account settings set to private) or other security settings or for the Entrant's provision of incorrect or otherwise non-functioning contact information. At our sole discretion, disqualification, forfeiture, and/or the selection of an alternate Award winner may result from any of the following: (i) failure to respond to when contacted; (ii) failure to respond to our comment and direction; (iii) failure to provide us with satisfactory proof of age and identity; (iv) any other non-compliance with these Terms.

c. In the event that the operation, security, or administration of the Awards is impaired in any way for any reason, including, but not limited to non-authorized human intervention, fraud, virus, or other technical problem, we may, in our sole discretion, either: (i) suspend the judging to address the impairment and then resume the in a manner that best conforms to the spirit of these Terms; (ii) award the Awards from among the eligible entries received up to the time of the impairment, or (iii) terminate the Awards without awarding any Awards. We reserve the right in our sole discretion to disqualify any individual it finds to be tampering with the entry process or to be acting in violation of these Terms or in an unsportsmanlike or disruptive manner. We have the right, in our sole discretion, to maintain the integrity of the Awards, to void Entries for any reason. Our failure to enforce any term of these Terms shall not constitute a waiver of that provision. Proof of sending any communication to us by mail, e-mail, social media, or any other manner, shall not be deemed proof of receipt of that communication by us.

d. Unless and until a further written agreement is signed between the parties, you agree to not (i) use in advertising, publicity or marketing any name, domain name or trademark (including without limitation any abbreviation or contraction thereof), owned by or referring to us or our affiliates, or represent, directly or indirectly, that any product or service offered by you has been approved by or endorsed by us or our affiliates, or (ii) share details about your Entry, the submission process or the Awards to any third parties, even if, in the case of both (i) and (ii), your Entry is selected for an Award.

9. Publicity/Rights/Licenses

a. Except where prohibited by law, by submitting an Entry, you understand and affirmatively consent and grant to PMX, and PMX's respective licensees, successors and assigns, the license and right, without any further notice, review, or consent, to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your portrait, picture, voice, name, likeness, opinions, image, state of residence, statements about the Awards, and biographical information in any media, without further payment, compensation, or consideration: (a) as news, publicity, or information; (b) for trade, advertising, or public relations; and (c) for promotional purposes.

b. Except where prohibited by law, by submitting your Entry, you grant Sponsor, for no additional compensation other than entry into to be considered for an Award, a non-exclusive, royalty-free, worldwide, perpetual license to publish, make available to the public, reproduce, edit, modify, exploit, make derivative works from, or otherwise use the Entry through any and all media available at any time during, on any related websites, in any Awards materials, whether related or unrelated to the Awards, and in any other manner that we, in our sole discretion, deem appropriate. In addition, Entrant warrants that any so called "moral rights" in the Entry have been waived.

10. Release/Indemnification/Limitations of Liability.

a. **TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY THAT MAY ARISE FROM, OR RELATE TO, YOUR SUBMISSION OF AN ENTRY AND/OR YOUR PARTICIPATION IN THE AWARDS SUBMISSION AND SELECTION PROCESS.**

b. You agree to release and hold harmless us, our respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents and assigns (the "Released Parties") from and against any claims, causes of action, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: any violation or breach by Entrant of these Terms (including but not limited to the warranties and representations made by Entrant herein); (ii) your Entry and the product entered; (iii) claims based on violation of any right of publicity, rights of personality or any other rights, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with our use of the Entry and any portion thereof, or the likeness of any natural person therein.

c. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entry for the Awards, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages, even if you have been advised of the possibility of such damages.

11. Privacy: Our Terms and Conditions and Privacy Policy, as may be updated from time to time in our sole discretion, governs our collection and processing of all information, including Personal information, that we may collect from you in connection with the subject matter of these Terms, and Stripe's privacy policy (available at https://stripe.com/privacy), which may be updated from time to time in Stripe's sole discretion, shall apply to any personal information, including payment card information, that you may provide in connection with paying the Fee.

12. Disputes: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, these Terms, and all matters arising out of or relating to these Terms or an Entry, whether sounding in contract, tort, or statute, shall be governed by, and construed in accordance with, the laws of the state of New York, without regard to its conflict of law provisions. The parties submit to the exclusive jurisdiction of the state or federal courts of the State of New York in the county of New York, and waive any claim or defense of inconvenient forum, improper venue, or lack of jurisdiction.

13. Miscellaneous

a. You may not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of these Terms shall be null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

b. The failure by us to enforce any right or provisions of these Terms shall not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by our duly authorized representative.

c. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

d. If any provision of these Terms is deemed to be invalid, illegal, void or unenforceable, then that provision shall be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

e. These Terms constitute the entire agreement between the parties with respect to the subject matter contained herein and supersedes and extinguishes all previous agreements, warranties, representations and understandings between them, whether written or oral, related to its subject matter. By acknowledging your

acceptance of these Terms, you agree that these Terms govern your participation in the Awards submission process and you agree to be bound by these Terms. Notwithstanding the foregoing, if your Entry is selected for an Award, or any other award or accolade we may offer, your use of any seals, trademarks, trade names, logos or other intellectual property related to such award, including the publicity rights described in Section 8.d. of these Terms, shall be governed by a separate agreement.

14. Questions. If you have any questions about the Awards or submitting for the Awards, email beautyawards@popsugar.com.