

OFFICIAL RULES

130th Anniversary Sweepstakes NO PURCHASE NECESSARY TO ENTER OR WIN.

ELIGIBILITY: OPEN ONLY TO AUTHORIZED AVON REPRESENTATIVES WHO ARE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER (“REPRESENTATIVES”). 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 Avon Products, Inc. (“Sponsor”), its parent, subsidiaries, affiliated companies and advertising and promotion agencies and fulfillment providers are not eligible to enter or win. 1900 Districts are also not eligible for this sweepstakes. 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 sweepstakes. Sweepstakes is subject to all applicable federal, state and local laws.

SWEEPSTAKES PERIOD: The sweepstakes begins on January 26, 2016 at 12:00 a.m. Eastern Time (“ET”) and ends on April 2, 2016 at 11:59 p.m. ET (“Sweepstakes Period”). For the avoidance of doubt, this sweepstakes will take place during Campaigns 5-8 (Trendsetter Campaigns 7-10) (each, a “Campaign”).

TO ENTER: During the Sweepstakes Period, you can earn entries online as well as via the sales and mail-in entry methods stated below:

Online Method of Entry

Visit avon.com/repssweeps and follow the directions to complete and submit the entry form. All entries must be received by 11:59 p.m. ET on April 2, 2016. Limit one (1) entry per person/email address via this method. Multiple entries via this method will be void.

Sales Methods of Entry

Entry Task	# of Entries Earned per Campaign	Maximum Number of Entries Per Task
If a Contender places a paid order of \$50-\$99	1 per Campaign	4
If a Contender places a paid order of \$100 or more	2 per Campaign	8
If a President’s Club Representative or above meets his/her benchmark	5 per Campaign	20
If any Representative places a Customer e-store order of \$40 or more	1 additional entry per order	10
If any Representative achieves a task above and places an order in all four (4) Campaigns	Double the number of entries received in all four (4) Campaigns	60

(For the purpose of this sweepstakes, a “Contender” is a Representative who is not part of the President’s Recognition Program. A “President’s Club Representative” is part of the President’s Recognition Program. For details about the President’s Recognition Program, visit www.youravon.com.)

A Representative's account must be active and cannot be past due no more than two (2) Campaigns in order to be eligible to earn entries in connection with this sweepstakes. Demos, back orders and gift with purchase are not eligible for this sweepstakes. Bonus Dollars, including Double and Triple Dollars, are also *not* included in order size for this sweepstakes. Orders must be received by the Representative's individual RPS order submission date in order to be eligible to earn entry(ies). In addition, the order must be paid for in full before the Representative's individual RPS order submission date of the next Campaign.

Mail-In Method of Entry

To enter without meeting specific sales goals, hand-print your full name, Representative number, date of birth, street address (including city, state and zip code) and day and evening telephone numbers on a piece of paper or a 3"x5" index card and mail it in an envelope with proper postage affixed to: 130th Anniversary Sweepstakes Entry, c/o Stephen Brown, Cohen-Friedberg Associates, 88 Birchwood Drive, New Bedford, MA 02745. Mail-in entries must be postmarked by April 2, 2016 and received by April 9, 2016. Limit one (1) mail-in entry per stamped, outer envelope. Each mail-in entry equals three (3) entries. Entries generated by mechanical or other automated means or by any means which subvert the entry process are void. All entries become the property of Sponsor and will not be acknowledged.

In addition to the Maximum Number of Entries per Task stated above, there is a maximum limit of sixty (60) entries per Representative, regardless of method(s) of entry and regardless of whether a Representative is a Contender or part of the President's Recognition Program. Entries in excess of this limitation will be void. Note: Orders from the home accounts of LABC Operators will be used to determine the number of entries such Representative has earned.

DRAWINGS: Potential Grand Prize winner will be selected in a random drawing on or about April 27, 2016 from all eligible entries received. Potential First Prize winners (20 per region) will be selected in a random drawing on or about April 27, 2016 from among all eligible entries received for each region (each, a "Region Drawing"). Potential Second Prize winners (10 from among all eligible entries received from Contenders and 10 from among all eligible entries received from President's Club and above Representatives) will be selected in a random drawing on or about April 27, 2016. Potential Third Prize winners will be selected in a random drawing on or about April 27, 2016 from among all remaining eligible entries received from all drawings combined. Odds of winning depend on the number of eligible entries received for the applicable drawing.

WINNER NOTIFICATION: Potential winners will be notified by mail, telephone and/or email. Potential winners 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 notification is returned as undeliverable, a potential winner is not in compliance with these rules, or Sponsor is unable to contact a potential winner within a reasonable time period, prize will be forfeited and, at Sponsor's discretion, if a First or Second Prize, an alternate winner may be selected. Unclaimed Third Prizes will not be awarded. If the potential Grand Prize winner is at least 18 but still considered a minor in his/her jurisdiction of residence, his/her parent or legal guardian may also be required to sign any required documentation. Sponsor reserves the right to review and withhold prize of any winner whose account balance exceeds \$500.

ADDITIONAL GRAND PRIZE WINNER REQUIREMENTS: Potential Grand Prize winner must agree to allow Sponsor and its representatives to film, photograph and/or otherwise record the

award of Grand Prize (“Car Award Footage”). Grand Prize winner further agrees that Sponsor, will own all right, title and interest in the Car Award Footage and that Sponsor and its designees, successors, licensees and assigns shall have the right to reproduce, distribute, create derivative works of, edit, alter, post, combine with other materials, exploit and otherwise use the Car Award Footage, and all elements embodied therein, including Grand Prize winner’s name, city and state of residence, likeness, voice and/or performance, in whole or in part, in any manner and in any and all media now known or hereafter devised throughout the universe for any purpose whatsoever, including, without limitation, at RepFest in August 2016, without compensation or notification to, or permission from, Grand Prize winner or any third party. Grand Prize winner further understands that Sponsor has no obligation to make use of any of the rights granted herein.

PRIZES: Grand Prize (1): 2016 CLA Mercedes-Benz, a \$1,200 maintenance allowance and a \$5,000 check, which winner may use towards taxes, registration and other related costs and expenses. Maintenance allowance will be awarded as a Mercedes credit which can be redeemed at an eligible Mercedes dealer. Credit expires three (3) years from date of issuance. Terms and restrictions may apply to use. Any balance remaining at time of expiration will be void. Vehicle will be awarded by no later than August 2016. Sponsor will determine all features of automobile including but not limited to color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner is responsible for title, license, registration, dealer preparation costs, auto insurance and other fees associated with prize. Winner must take delivery of prize from the automobile dealership designated by Sponsor. Actual vehicle may differ from image shown within creative. Approximate Retail Value (“ARV”) of Grand Prize package: \$38,000. **First Prize (100) (twenty (20) per Region Drawing):** Free Shipping on the first order placed in each campaign from June 2016 through June 2017. ARV: \$30-600 per prize. Actual value of prize will vary depending on number of orders placed during the aforementioned period. Any difference between actual value and stated value will not be awarded. Taxes may apply on the value of the prize pursuant to IRS rules. **Second Prize (20) (ten (10) awarded in the Contender Drawing and ten (10) awarded in the President’s Club and above Representative Drawing):** An Avon 130th Anniversary key chain from Tiffany & Co. ARV: \$111 per prize. **Third Prize (10,000):** Avon Make-Up Case. ARV: \$8 per prize. Total ARV of all prizes: \$180,220. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Prizes cannot be redeemed for cash. 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 person/email address/household.

PUBLICITY GRANT: Each winner, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and its designees and assigns 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, in any manner, worldwide in perpetuity, without notice or review or approval.

LIMITATIONS OF LIABILITY: Sponsor reserves the right to audit all performance data including returns, when determining reward eligibility and reserves the right to disqualify any Representative it determines has violated principles of fairness or intent of this sweepstakes. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered or garbled entries, sales data, orders, mail 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 sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the sweepstakes, the processing of sales data, orders or 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 any 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 sweepstakes (or any portion thereof) 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. If terminated, Sponsor may, 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, its parent, subsidiaries, 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 sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 June 1, 2016 by sending a hand-printed, self-addressed, stamped envelope to: Avon Products, Inc. 777 3rd Ave, New York NY 10017, for receipt by June 30, 2016.

SPONSOR: Avon Products, Inc., 777 Third Avenue, New York, NY 10017.