

PRAVANA® SALON TRANSFORMATION SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the United States. Subject to all federal, state, and local laws, regulations, and ordinances. Sweepstakes begins on May 26, 2020 at 12:01 AM Pacific Time and ends on August 31, 2020 at 11:59 PM Pacific Time (the “**Sweepstakes Period**”). Sponsor’s computer is the official time keeping device for this Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram, Inc., Facebook, Inc., or TikTok.

1. Eligibility: THIS IS A TRADE PROMOTION AND IS NOT OPEN TO THE GENERAL PUBLIC. The PRAVANA® Salon Transformation Sweepstakes (the “**Sweepstakes**”) is open to **licensed cosmetologists only (salon owners or independent booth renters)**, who are legal U.S. residents currently residing in the 50 United States and the District of Columbia, and are 18 years of age or older (19 years of age or older if a resident of AL or NE; 21 years of age or older if a resident of MS) as of the date of entry. Employees, officers, and directors of PRAVANA (“**Sponsor**”) or any of its parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, or web masters (collectively, the “**Sponsor Entities**”) and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes and which Sponsor may decide in its sole discretion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

2. Sponsor: PRAVANA, 5800 Bristol Parkway, Floor 7, Culver City, CA 90230.

3. How to Enter: During the Sweepstakes Period, entrants must complete the following steps:

- Convert a minimum of thirty-six (36) tubes of color through a participating PRAVANA distributor;
- Contact the PRAVANA Customer Experience Team through any of the following channels: (i) Call (855) PRAVANA / (855) 772-8262; (ii) send an email to technicalhotline@pravana.com; or (iii) send a chat request on the PRAVANA website, www.PRAVANA.com; and
- Provide all of the following information when contacting the PRAVANA Customer Experience Team (collectively, the “**Entry Information**”): (i) salon name; (ii) salon owner’s name; (iii) type of salon; (iv) salon phone number; (v) salon address (including city, state, and zip code); (vi) PRAVANA distributor name and account number; and (vii) proof of conversion.

Upon completing the above steps and being verified by the PRAVANA Customer Experience Team, the entrant will receive one (1) Sweepstakes entry.

LIMIT ONE (1) ENTRY PER PERSON. Sponsor will not be responsible or liable for failure to receive entries due to transmission failures or technical failures of any kind, including without limitation, electronic malfunction of any network, hardware or software. Proof of submission does not constitute proof of entry. Sponsor reserves the right in its sole discretion to cancel or suspend the Sweepstakes should viruses, bugs or other causes beyond its control corrupt the administration, security or proper play of the Sweepstakes. In the event of cancellation, the prize will be awarded in a random drawing from among all eligible entries received prior to cancellation.

Use of any automated or bulk system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address associated with the account used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

Entries not in compliance with these Official Rules will be disqualified, in Sponsor’s sole discretion. Entries generated by a script, macro, bot or any other automated means will be deemed void. Proof of submission of an entry shall not be deemed proof of receipt by the Sponsor.

You are providing your information to Sponsor and not to any other entity.

4. Winner Selection: Potential prize winners will be selected at random from among all eligible entries received on or about September 4th, 2020. Entrants will be divided into two (2) pools: (i) salon owners, and (ii) independent booth renters. The odds of winning depend on the total number of eligible entries received for each pool. Sponsor reserves the right to verify that the potential winners are eligible and qualified to receive a prize and may revoke any prize awarded or designated to a person found ineligible. A participant is not a winner of any prize, even if the entrant receives notification stating her or she won, unless and until participant’s eligibility has been verified and participant has been notified that verification is complete.

Attempts to notify potential winners will be made by the Sponsor via the email address used to complete the entry form. Potential winners will be required to contact Sponsor via email response within seven (7) days of attempted notification. Sponsor is not responsible for any change of email address of entrants. In the event of non-compliance with these Official Rules, or if a prize notification or prize is unclaimed or returned as undeliverable, the prize will be forfeited, and an alternate winner may be selected at random from among all remaining eligible entries. Only three (3) alternate drawings will be held per entry pool, after which any remaining prizes will remain un-awarded.

Potential prize winners will be required to execute and return an Affidavit of Eligibility and Liability/Publicity Release within seven (7) days of when the documents are mailed or prize will be forfeited. If a potential winner cannot be contacted, fails to sign and return any required Affidavit of Eligibility and Liability/Publicity Release Form within the required time period, or if a prize or prize notification is returned as undeliverable, potential winner forfeits prize.

5. Prizes: For each entry pool, there will be a “first place prize” and a “second place prize.” For the salon owner entry pool: (a) one (1) “first place prize” winner will receive a salon furniture makeover from Belvedere Salon Furniture (approximate retail value “ARV”): twenty-five thousand dollars (\$25,000.00)); and (b) one (1) “second place prize” winner will receive a PRAVANA Retail Care product package (ARV: two thousand dollars (\$2,000.00)). For the independent booth renter entry pool: (c) one (1) “first place prize” winner will receive a salon furniture makeover from Belvedere Salon Furniture (ARV: ten thousand dollars (\$10,000.00)); and (d) one (1) “second place prize” winner will receive a PRAVANA Retail Care product package (ARV: two thousand dollars (\$2,000.00)). The total ARV of all prizes to be awarded is thirty-nine thousand dollars (\$39,000.00). LIMIT ONE (1) PRIZE PER PERSON AND PER HOUSEHOLD.

Sponsor will not replace any lost, mutilated, or stolen prizes.

All federal, state and local taxes on the prize are the sole responsibility of the winners. No substitutions or other alternative is available, except that Sponsor may substitute a prize of equal or greater value should a prize item become unavailable. Prizes are non-transferable and non-assignable. Prizes by third-party vendors may be shipped by a third-party and not Sponsor.

Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

6. General Conditions: Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user’s computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Sponsor’s failure to enforce any of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

7. LIMITATION OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT INSTAGRAM, INC., FACEBOOK, INC., AND TIKTOK. AND THE SPONSOR ENTITIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZES, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE SPONSOR ENTITIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, ACTUAL OR THREATENED PUBLIC HEALTH CRISES (INCLUDING WITHOUT LIMITATION AN EPIDEMIC OR PANDEMIC) OR TERRORISM. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE SPONSOR ENTITIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. WINNER PUBLICITY: EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES PARTICIPANT’S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE SPONSOR ENTITIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE PARTICIPANT’S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS, TESTIMONIALS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

9. Disputes: This Sweepstakes is governed by the laws of the United States. Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of California or the appropriate State Court located in Los Angeles County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes not to exceed fifty US Dollars (US\$50.00), but in no event attorneys’ fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

ENTRANTS, BY ENTERING, SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHT TO A TRIAL BY JURY AND A TRIAL BY JURY IS HEREBY WAIVED BY BOTH SPONSOR AND ENTRANTS.

10. Privacy: Use of information collected in connection with this Sweepstakes is governed by Sponsor's Privacy Policy: <https://www.pravana.com/privacy-policy/>.

11. Official Rules and Winner List: For a copy of these Official Rules, visit www.pravana.com. For a copy of the list of winners, send a self-addressed stamped envelope by November 30, 2020 to: PRAVANA – Salon Transformation Sweepstakes Winner List, 5800 Bristol Parkway, Floor 7, Culver City, CA 90230.

Questions regarding this Sweepstakes should be directed to Sponsor by sending your question to info@pravana.com.

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