

SHOW US YOUR ARTISTRY 2020

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS IS A SKILL-BASED CONTEST. VOID WHERE PROHIBITED BY LAW. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM, INC.

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, YOU MUST AGREE TO THESE OFFICIAL RULES (COLLECTIVELY, "OFFICIAL RULES"), WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU AND MANDATORY ARBITRATION OF DISPUTES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **Eligibility.** The PRAVANA Show Us Your Artistry Contest (the "Contest") is open only to legal residents of the fifty (50) United States, the District of Columbia, Puerto Rico, Canada, Thailand, Singapore, and Australia who are at least 18 years of age and have reached the age of majority in their country, state or territory of residence at the time of entry. Entrants must be a licensed professional or registered cosmetology student. The Contest includes five (5) "Sub-Contests" and a Grand Prize, which may have additional eligibility requirements. Employees, officers and directors (and each of their immediate family members (i.e., parents, legal guardians, children, grandparents, grandchildren, spouses or siblings and their respective spouses)) and those living in their same households, whether or not legally related, of PRAVANA ("Sponsor"), and its parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win the Contest. By participating, entrants agree to be bound by these Official Rules and the decisions of the Judges (defined below) and/or Sponsor, which are binding and final on matters relating to the Contest, including, without limitation, interpretation of the Official Rules. Void where prohibited by law.

2. **Entry Period.** The Contest begins on or about 12:00am Pacific Time ("PT") on October 26, 2020 and all entries must be received by the Sponsor on or before 12:00pm PT on November 6, 2020, subject to extension by the Sponsor in its sole and absolute discretion (the "Entry Period"). Sponsor's computer is the official time keeping device for the Contest.

3. **How to Enter.** To enter the Contest, during the Entry Period, visit www.instagram.com or the Instagram App, log into your Instagram account, and: (a) upload a photo or video according to the applicable Sub-Contest instructions below; and (b) in the photo or video caption, (i) tag @Pravana; (ii) include the photo or video description as set forth in the applicable Sub-Contest instructions below; and (iii) include the hashtag #PRAVANA and any additional hashtag(s) as set forth in the applicable Sub-Contest instructions below (each, a "Hashtag"). You must be a member of Instagram and your account must be set to the "public" setting in order to participate; joining Instagram is free. Upon uploading your photo or video according to this section, you automatically will be entered with one (1) entry into the applicable Sub-Contest.

a. **Sub-Contest 1: VIVIDS.** To enter the VIVIDS Sub-Contest, your photo must show a finished look using at least one (1) ChromaSilk VIVIDS, ChromaSilk VIVIDS Neons, or ChromaSilk VIVIDS Pastels shade on a non-synthetic human hair mannequin (non-synthetic hair extensions are permitted). The photo caption must describe the formula breakdown you used on the mannequin, tag @pravana, and include the Hashtags #SUYA2020Vivids, #PRAVANACONTEST, and #PRAVANA.

b. **Sub-Contest 2: CHROMASILK.** To enter the CHROMASILK Sub-Contest, your photo must show a finished look using at least one (1) ChromaSilk VIVIDS Everlasting, ChromaSilk ColorLush, or ChromaSilk Express Tones shade on a non-synthetic human hair mannequin (non-synthetic hair extensions are permitted). The photo caption must describe the formula breakdown you used on the mannequin, tag @pravana, and include the Hashtags #SUYA2020ChromaSilk, #PRAVANACONTEST, and #PRAVANA.

c. **Sub-Contest 3: PURE LIGHT.** To enter the PURELIGHT Sub-Contest, your photo must show a finished look using at least one (1) of the PURE LIGHT Ultra Lightener, PURE LIGHT Power Lightener, PURE LIGHT Balayage Lightener, or PURE LIGHT Crème Lightener on a non-synthetic human hair mannequin with a starting level of seven (7) or darker. Mannequins starting at a level eight (8), nine (9), or ten (10) will not be permitted. The following are all acceptable starting levels to showcase lightening artistry and talent: (i) level seven (7) blonde or dark blonde; (ii) level six (6) dark blonde or light brown; (iii) level five (5) light brown or brown; (iv) level four (4) brown or dark brown; (v) level three (3) dark brown or darkest brown; (vi) level two (2) darkest brown; and (vii) level one (1) black. The photo caption must describe the formula breakdown you used on the mannequin, tag @pravana, and include the Hashtags #SUYA2020PURELIGHT, #PRAVANACONTEST, and #PRAVANA.

d. **Sub-Contest 4: VIDEO.** To enter the VIDEO Sub-Contest, upload a video highlighting your creative journey for your finished look on a non-synthetic human hair mannequin. Your video must be at least thirty (30) seconds long and cannot exceed sixty (60) seconds in length. The video caption must tag @pravana and include the Hashtags #SUYA2020Video, #PRAVANACONTEST, and #PRAVANA.

e. **Sub-Contest 5: TEXTURE.** To enter the TEXTURE Sub-Contest, your photo must show a finished look using any coloring product from the PRAVANA portfolio (Chromasilk Creme Hair color, Chromasilk Vivids, Chromasilk Neons, Chromasilk Pastels, Chromasilk Vivids Everlasting, Chromasilk ColorLush, Chromasilk Express Tones, Pure Light Power Lightener, Pure Light Ultra Lightener, Pure Light Balayage Lightener, Pure Light Crème Lightener) on a non-synthetic human hair mannequin (non-synthetic hair extensions are permitted). "Texture" is defined by natural or artificial bend to the hair—smooth or straight hair does not qualify for the texture category. The photo caption must describe the formula breakdown you used on the mannequin, tag @pravana, and include the Hashtags #SUYA2020Texture, #PRAVANACONTEST, and #PRAVANA.

For the purpose of the Contest, a submission is a photograph or video uploaded to Instagram that follows the technical, creative, and legal requirements disclosed in these Official Rules. A submission may in Sponsor's sole and absolute discretion be rejected if it fails to follow the technical, creative, and legal requirements disclosed in these Official Rules. All eligible submissions to the Contest will be an entry in the Contest. Proof of uploading to Instagram does not constitute proof of actual receipt of an entry by Sponsor. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void.

In the event of a dispute as to the identity of any entrant who submits an entry, the entry will be deemed submitted by the holder of the e-mail account associated with the Instagram account from which it was sent but only if such person is otherwise eligible. The "account holder" is the person assigned an e-mail address or service by the organization responsible for assigning addresses for the domain associated with the submitted address. Winner(s) may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor's satisfaction, the entry will be deemed ineligible. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries. Assurance of delivery of entries is the sole responsibility of the entrant.

4. **Submission Content Guidelines.** Submissions that do not meet the following "Content Guidelines" are subject to disqualification at Sponsor's sole and absolute discretion:

- Submitted entries must be stylized, and finished images. Please do not include watermark on submitted images. Grid style or mirrored images will not be accepted.
- Light retouching is acceptable. Highly filtered and retouched images will only be accepted at PRAVANA's discretion.
- Submissions must comply with the Official Rules and any Terms of Use and Community Guidelines posted on Instagram.
- Except for materials that are in the public domain, each submission, in its entirety, must be a single work of original material created by the entrant and suitable for presentation in a public forum.
- Submissions must not have been submitted previously in any contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means, including through social media.
- Except for materials in the public domain, submissions must include only materials created by the entrant and must not infringe on the intellectual property rights or other of any other person or entity. Sponsor does not permit the infringement of others' rights and any use of materials not original to the entrant is grounds for disqualification from the Contest. Do not include materials, images, graphics, music or trademarks belonging to any third parties. Do not depict or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your submission and grant the rights herein granted to Sponsor. Entries that contain brand names, trademarks or company logos may be disqualified, however, Sponsor understands that some mannequins feature their trademark or logo prominently and it may be difficult to exclude.
- Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) contains viruses, trojan horses or other technologies that could adversely impact the Contest; and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).
- Each submission should not reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual except as necessary to establish permission from any individuals that appear in the submission.
- No background artwork should appear in the submissions unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in submissions must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein.

5. **Determining the Winner.** For all Sub-Contests, each submission will be reviewed by a team of judges ("Judges") assembled by Sponsor made up of experts at PRAVANA, BEHINDTHECHAIR.COM, Pivot Point and other professionals who will review and judge all eligible submissions based on the following judging criteria (collectively, the "Judging Criteria"):

- Creativity;
- Technique;
- Execution; and



• Overall Impact.

There will be fifteen (15) total prize winners in this Contest. For each Sub-Contest, the three (3) submissions with the highest scores, as determined by the Judges according to the Judging Criteria in their sole and absolute discretion, will be selected as the potential first-place prize winners (highest score in Sub-Contest), second-place prize winners (second highest score in Sub-Contest), and third-place prize winners (third highest score in Sub-Contest). LIMIT: ONE (1) PRIZE PLACEMENT PER PERSON PER SUB-CONTEST. YOU CANNOT PLACE MORE THAN ONCE IN THE SAME SUB-CONTEST, BUT YOU MAY PLACE IN MORE THAN ONE (1) SUB-CONTEST. The one (1) submission with the highest score across all Sub-Contests, as determined by the Judges according to the Judging Criteria in their sole and absolute discretion, will also be selected as the potential Grand Prize winner.

All potential "Winner(s)" are subject to confirmation that the potential Winner(s) have met the eligibility requirements and complied with these Official Rules. If there is a tie after the Judges apply the Judging Criteria, Sponsor will bring in a tie-breaking Judge to apply the same Judging Criteria to break the tie and determine the Winners.

6. Winner Notification. The potential Winner(s) will be notified by Instagram direct message on or about December 1, 2020, unless extended by Sponsor. All potential Winners will also be announced on the PRAVANA Instagram account (@pravana) on or around December 1, 2020, unless extended by Sponsor. Except where prohibited by law, the potential Winner(s) will be required to execute and return an affidavit of eligibility, a liability release, a publicity release and services and performances agreements (collectively, "Prize Acceptance Documents") within seven (7) days of date of issuance of a Winner notification. The potential Winner(s) will also be required to submit proof of cosmetology license or school registration. 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 or a potential Winner is not in compliance with these Official Rules, the prizes will be forfeited and, at Sponsor's discretion, an alternate winner will be selected.

Non-compliance shall result in disqualification and award of the prize to an alternate winner. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or declines the prize for any reason prior to award, such potential Winner may be disqualified and an alternate potential winner may be selected. The Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential Winners.

7. Prizes.

a. Sub-Contest Prizes. Each Sub-Contest will award three (3) prizes, as follows: (i) first-place prize of two thousand United States dollars (USD\$2,000.00); (ii) second-place prize of one thousand United States dollars (USD\$1,000.00); and (iii) third-place prize of five hundred United States dollars (USD\$500.00). The total approximate retail value ("ARV") of all Sub-Contest prizes combined: seventeen thousand five hundred United States dollars (USD\$17,500.00).

b. Grand Prize. The entrant with the highest score across all Sub-Contests will also receive the Grand Prize of three thousand United States dollars (USD\$3,000.00). Total ARV of the Grand Prize is three thousand United States dollars (USD\$3,000.00).

The total ARV of all prizes to be awarded is twenty thousand five hundred United States dollars (USD\$20,500.00).

Sponsor will provide Winners with instructions on how to redeem their prizes. Winners must follow all of Sponsor's instructions and submit all required information and/or paperwork, as determined by Sponsor in its sole discretion, in order to receive their prizes. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Sponsor will not replace any lost or stolen prizes. Prize details and availability are subject to change, and in the event that Sponsor is unable to provide a Winner with their prize, the Sponsor may elect, to provide Winner(s) with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prize Winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether it, in whole or in part, is used. The ARV of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a Winner may be reported for tax purposes as required by law. The Winner(s) may be required to provide Sponsor with a valid social security number or tax identification number for tax reporting purposes before the prize will be awarded. An IRS Form 1099 may be issued in the name of Winner(s) for the value of the prize(s) received. Unclaimed prize(s) will be forfeited.

8. General Conditions. Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. 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. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. WARNING. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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 at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website associated with the Contest, and/or the legitimate operation of the Contest; 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. If, for any reason, the Contest is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

10. PUBLICITY; LIMITATIONS OF LIABILITY; RELEASES; INTELLECTUAL PROPERTY.

By participating in this Contest, entrants agree that Sponsor, Instagram and their affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE 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 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 PRIZE, ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, TERRORISM, OR ACTUAL OR THREATENED PUBLIC HEALTH CRISES (INCLUDING, WITHOUT LIMITATION, PANDEMICS AND EPIDEMICS AND ANY GOVERNMENT SHUTDOWNS OR RESTRICTIONS RELATED THERETO).

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING 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.

PUBLICITY RELEASE. EXCEPT WHERE PROHIBITED BY LAW, WINNER GRANTS TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONS AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, SOCIAL MEDIA HANDLE, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

INTELLECTUAL PROPERTY. BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT ALL SUBMISSIONS THAT ENTRANT MAY SUBMIT TO SPONSOR OR OTHERWISE POST IN CONNECTION WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA INSTAGRAM OR SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS IDENTIFIED IN SPONSOR'S PRIVACY POLICY (AVAILABLE AT [HTTPS://WWW.PRAVANA.COM/PRIVACY-POLICY/](https://www.pravana.com/privacy-policy/)), ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS. SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSION TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, THROUGHOUT THE WORLD FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. ENTRANT HEREBY GRANTS TO SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AN IRREVOCABLE, WORLDWIDE LICENSE TO USE IN PERPETUITY THE SUBMISSION IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSION, ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY

HAVE TO THE SUBMISSION, AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSION FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO ENTRANT'S SUBMISSION OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S SUBMISSION, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE SUBMISSION CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES AFFILIATES, SUBSIDIARIES, REPRESENTATIVES AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSION.

11. Governing Law / Disputes / Arbitration.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor, or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. THE FOREGOING IS NOT INTENDED TO LIMIT ANY SUPPLIER'S EXPRESS WARRANTY FOR A PRIZE OR ANY CONSUMER RIGHTS NOT WAIVABLE UNDER APPLICABLE LAW.

As permitted by applicable law, the Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of California, without reference to its conflicts of law principles. The parties agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. The parties hereto each also agree as follows: If either of the parties wants to arbitrate a dispute, the parties agree to send written notice to the other providing a description of the dispute and the proposed resolution. Sponsor will send notice to you based on the contact information you have provided us and notice to us must be sent to: Henkel Corporation, acting through its Pravana International division, 5800 Bristol Parkway, Suite 700, Culver City, CA 90230. The parties agree to make attempts to resolve the dispute. If the parties cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then either party may submit the dispute to formal arbitration. The FAA applies to these Official Rules and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration. The arbitration will be administered by the American Arbitration Association ("AAA") under its consumer arbitration rules. If any AAA rule conflicts with these Official Rules, these Official Rules apply. You can obtain procedures, rules, and fee information from the AAA at 1-800-778-7879 or www.adr.org. In the event AAA is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("JAMS") or any other mutually agreeable arbitration administration service. The arbitration will be conducted by a single neutral arbitrator and will take place in Los Angeles, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. The parties each agree not to pursue arbitration on a class-wide basis. The parties each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in court. The prevailing party in the arbitration will be entitled to recover its costs and expenses, including reasonable attorneys' fees and experts' fees, which are incurred in connection with the arbitration; provided, however, if applicable law requires Sponsor to pay the arbitrator's fee in order for the arbitration provision to be enforceable, Sponsor shall have the discretion to elect to pay such fees and proceed to arbitration. Either party may bring qualifying claims in small claims court. In no event shall any entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation of the Contest (or any website connected therewith), exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Contest (or any website or any content or other materials used or displayed on the website used in connection with the Contest).

12. Nature of Relationship / Waiver of Equitable Relief. Each entrant understands and acknowledges that Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to Sponsor or being developed by Sponsor's own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant acknowledges and agrees that Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the submission. Finally, each entrant acknowledges that, with respect to any claim by an entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submission, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

13. List of Contest Winners / Official Rules Requests. To receive a list of winners within sixty (60) days of expiration of the Entry Period, or to receive a copy of these Official Rules prior to the end of the Entry Period, send a stamped, self-addressed envelope to: 2020 PRAVANA Show Us Your Artistry Contest Winners List, Pravana International Division, c/o Henkel Corporation, 5800 Bristol Parkway, Suite 700, Culver City, CA 90230.

14. Identification of Sponsor. The Contest is sponsored by Henkel Corporation, acting through its Pravana International division (www.pravana.com).

15. Information Submitted. Information and materials submitted by or collected from entrant are subject to Sponsor's privacy policy available at: <https://www.pravana.com/privacy-policy/>.

16. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on a Contest-related website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

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