NO PURCHASE NECESSARY TO ENTER OR WIN AND NO OBLIGATION OF ANY KIND IS IMPLIED FOR ENTRY. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

The Choose with Your Heart Styling Contest Giveaway ("Promotion") is sponsored by Beauty Systems Group LLC ("Sponsor" or "CosmoProf") and is subject to these Official Rules. By participating in this Promotion, each entrant agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. This Promotion is governed by US law. All federal, state and local laws and regulations apply. VOID OUTSIDE PUERTO RICO, THE U.S. AND CANADA AND WHERE PROHIBITED BY LAW. VOID IN THE PROVINCE OF OUEBEC.

ODDS OF WINNING DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE PROMOTION PERIOD.

**PROMOTION PERIOD:** Promotion begins at 6:00AM Eastern Time "<u>ET</u>" on 01/14/20, and ends at 11:59PM ET on 03/15/20. (the "<u>Promotion Period</u>"). The Promotion Period will have the phases described below in the TO ENTER section.

**ELIGIBILITY:** Promotion open only to individuals legally residing in Puerto Rico, the 50 United States, DC and Canada (excluding Quebec), at least 18 years old at the time of entry. Employees and/or family members of Sponsor, or its parent, subsidiaries, and affiliate companies, their advertising and promotional agencies and the immediate families of the foregoing employees, and/or any others associated or involved with the Promotion, are expressly prohibited from participating and are not eligible to win. Only eligible individuals may enter, and entries must be submitted by the named entrant to be valid. Sponsor reserves the right to verify the eligibility of entrants and prize winners.

**TO ENTER:** Participation in the Promotion requires you to have an account on Instagram (the "<u>Social Network</u>"). You can create an Instagram account for free at <u>instagram.com</u>. Entrant must be logged onto Instagram to enter. To become a Registered User of Instagram, you must register for an account and agree to Instagram's Terms of Use. During the Promotion Period, entrants must complete the following steps while logged in to the Social Network:

 Post a styling look using Maria Nila's new styling products to Instagram using hashtag #marianilacosmoprof Include: Stylist name, salon name, city & state

Limit is two entries per person. Each person who completes the steps above may receive two entries max into the Promotion. THREE winners will be randomly selected out of all entries received during the Promotion Period. Odds of winning depends on number of entries.

Further, by entering, all entrants agree to give Sponsor permission to use his/her name and likeness in accordance with the Additional Terms section set forth below.+

**SKILL-TESTING QUESTION**: If chosen as a winner, a Canadian resident entrant must answer the following skill-testing question to be awarded the prize:

$$(2+2) - 2 = ?$$

The failure of the entrant to answer this Skill-Testing question correctly will mean that the Canadian resident entrant is not entitled to any prize under this Promotion.

## **DESCRIPTION OF PRIZES/VALUES:**

<u>Prize</u>: The prize is \$300 in Maria Nila products (approximate salon value of \$300.00) (the "Prize"). THREE winners will receive the Prize. The winners are limited to one Prize during the Promotion Period.

All expenses relating to acceptance of the Prize, including but not limited to federal, state, or other tax liabilities, are the sole responsibility of the winners. Prize conditions may be added or modified by Sponsor, in its sole discretion.

POTENTIAL WINNER NOTIFICATION: Potential Prize winners will be notified by Sponsor which will attempt to notify the potential Prize winners promptly after the Promotion Period through the direct messaging feature of each of the winner's Social Network account. The Potential Prize winners must respond to Sponsor within three (3) days. The Potential Prize winners shall be subject to eligibility verification and compliance with these Official Rules. If any required information is not returned by the requested due date or if any notification is returned as undeliverable, then the Prize may be forfeited and an alternate Prize winner may be selected randomly from the remaining entries. Sponsor will not be obligated to pursue more than three (3) alternate winners (time permitting) for any prize for any reason, after which that prize may go unawarded.

LIMITATIONS OF LIABILITY: Sponsor, its parent, subsidiaries, and affiliate companies, directors, employees, officers, and agents (collectively, the "Sponsor Parties") assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or any combination thereof; or (e) any injury or damage to the entrant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion or download any materials from the Promotion. If, for any reason, the Promotion is not able to run through completion for reasons which may include, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then Sponsor reserves the right, in its sole discretion, to cancel,

## Choose with Your Heart Styling Contest Giveaway OFFICIAL RULES

terminate, modify or suspend the Promotion in whole or in part, without further liability to the entrants or third parties.

The Sponsor Parties are not responsible for any typographical or other errors in the offer or administration of the Promotion, including, but not limited to, errors in any printing or posting of these Official Rules, the selection and announcement of any winner, or the distribution of any prize.

**RELEASE**: By accepting a Prize, each winner agrees to release and hold harmless the Sponsor Parties from any and all liability, loss or damages arising from or in connection with the Promotion or the awarding, receipt, and/or use or misuse of any prize or participation in any prize-related activities, including without limitation property damage or personal injury which may arise directly or indirectly from acceptance or use of any prize.

The Promotion is in no way sponsored, endorsed or administered by, or associated with, the Social Network. By entering this Promotion, you agree to release and hold harmless the Social Network from any and all liability, loss or damages arising from or in connection with the Promotion or the awarding, receipt, and/or use or misuse of any prize or participation in any prize-related activities, including without limitation property damage or personal injury which may arise directly or indirectly from acceptance or use of any prize.

SOCIAL NETWORK ACCOUNT: Your account on the Social Network is subject to the following terms of service: <a href="https://www.instagram.com/about/legal/terms/">https://www.instagram.com/about/legal/terms/</a>. Your account must be set to public. The servers of the Social Network are the official time-keeping devices for the Promotion. If entering via a mobile device using your wireless carrier's network, standard data charges from your wireless carrier may apply. By entering, all entrants understand and agree that submissions will be posted on the Internet (and other media as designated by the Sponsor in its sole discretion) for public view.

In the event of a dispute over the identity of an entrant, the entry will be declared made by the authorized holder of the Social Network account submitted at the time of entry, and the entrant may be required to provide identification sufficient to show that he/she is the authorized account holder of such account.

## **ADDITIONAL TERMS:**

Unless otherwise limited by law, the winners agree to allow Sponsor to use his/her names and likeness free of charge for promotional purposes, at the option of Sponsor.

The Prize may not be sold, bartered, or exchanged by any of the winners. No prize substitution or transfer of prizes permitted, except by Sponsor, at Sponsor's sole discretion. Sponsor reserves the right to award a prize of equal or greater value in the event the stated prize is unavailable. By participating, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor, and warrants that he/she is eligible to participate.

Sponsor reserves the right to terminate, suspend or amend the Promotion, without notice, and for any reason, including, without limitation, if Sponsor determines that the Promotion cannot be conducted as planned. In the event any tampering or unauthorized intervention may have occurred, Sponsor reserves the right to void suspect entries at issue. Sponsor reserves the right to disqualify anyone tampering with this Promotion, including, but not limited to, anyone who violates these Official Rules in any respect. Sponsor also reserves the right to review and/or disqualify any and all entries deemed by Sponsor, in its sole discretion, to be inappropriate, offensive, or otherwise unacceptable.

**PRIVACY; USE OF SUBMITTED MATERIALS.** Any information collected from the Promotion shall be used only in a manner consistent with the consent given by the entrant at the time of entry, with these Official Rules and with Sponsor's privacy statement available at:

https://www.cosmoprof.com/privacy-

Policy/privacyPolicy.default.pg.html. Sponsor may engage certain third party companies to perform services in connection with the administration of this Promotion and information provided by entrants may be collected and used by those third parties for purposes of administration of the Promotion and the fulfillment and verification of prize awards. Winners will be asked to sign a consent to such uses as a condition for receipt of their prizes. In the event of any conflict between the Sponsor's privacy statement and these Official Rules, these Official Rules shall govern

WINNERS LIST To request the name of the winners, send an email with subject line: "Maria Nila Giveaway" to candoconnection@cosmoprofbeauty.com. The names of the winners will be available after 02/14/2020 and requests must be received no later than 02/29/2020.

**SPONSOR**: Beauty Systems Group LLC, 3001 Colorado Boulevard, Denton, TX 76210.