

## The U.S. Goldwell® Color Zoom Challenge 2019

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**The U.S. Contest may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States. You are not authorized to participate in this Contest if you are not located within the United States.**

**1. Eligibility.** Participation in the U.S. Goldwell® Color Zoom Challenge 2019 (“Contest”) is open only to legal residents of the fifty United States and the District of Columbia, who are at least 18 years old as of date of entry and the age of majority in the entrant’s jurisdiction of residence, and who satisfy the eligibility requirements for one of the following categories (each a “Category”):

- **GLOBAL CREATIVE ARTIST:** This Category is open to all eligible stylists with 5 years or more experience as a licensed cosmetologist as of May 31, 2019.
- **GLOBAL NEW TALENT COLORIST:** This Category is open to all eligible stylists with 5 years or less experience as a licensed cosmetologist as of May 31, 2019.
- **GLOBAL PARTNER COLORIST:** This Category is open to all eligible stylists who are currently working or have worked with Goldwell as freelancer, trainer or active representative between May 31, 2017 and May 31, 2019.

Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers and directors of Kao USA Inc. (“Sponsor”), and its parent company, subsidiaries, affiliates, partners, retailers, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Only individuals can enter. Entries from teams, companies or groups are not permitted. Sponsor reserves the right to disqualify any entry, for whatever reason, including, but not limited to, a perceived or actual conflict of interest. All federal, state and local laws and regulations apply. Winners of the International Color Zoom Competition (defined below) are not eligible to enter for 2 years after winning.

**2. Start/End Dates.** Entry period begins at **12:00:01 Eastern Time (“ET”) on January 17, 2019** and ends at **11:59:59 ET on May 31, 2019 (“Contest Entry Period”).**

**3. How to Enter.** To enter the Contest, eligible entrants should (i) be inspired by the REMIX trend; (ii) develop entrant’s own interpretation of REMIX and own unique color technique; (iii) choose a suitable model (“Model”) and appropriate style; and (iv) take a photo (“Photo”) of Model’s hairstyle which reflects the trend of REMIX but does not copy the GOLDWELL Color Zoom Collection 2019. The Photo submission must comply with the following Contest guidelines (“Contest Guidelines”):

- The color creations must be done with GOLDWELL products only, e.g. Topchic<sup>®</sup>, Colorance<sup>®</sup>, Nectaya<sup>®</sup>, and/or Elumen<sup>®</sup>. In all Categories, hair can be lightened and bleached with GOLDWELL products, e.g. Topchic HiBlondes Control, SilkLift, and Oxycur Platin.
- No extensions, hair pieces or wigs are allowed.
- Hairstyle and color must be in focus and easy to identify on the Photo.
- No full body Photos, show maximum up to chest.
- Male or female models, minimum age 18 and **at least the age of majority in their state of residence.**
- No black and white photos.
- No Polaroid photos.

To enter online, during the Contest Entry Period, go to [www.goldwell.us](http://www.goldwell.us) (“Site”), read the Official Rules, complete the online entry form (including name, mailing address, phone number, age, email address, cosmetology license number/state/date of issue, and salon name/address/telephone number), and provide the following information: (i) Category for which Photo is being submitted; (ii) Base shade level of Model; (iii) A detailed description of color technique, the placement of the color and the GOLDWELL products used; and (iv) attach/upload a maximum of one beauty Photo with minimum 300 dpi resolution in either JPG, PNG or TIF format, the photo must be at least 4,800 x 6,000 pixels and no smaller than (16” x 20”).

All entry information and Photos shall be collectively referred to herein as the “Submissions” or each as a “Submission.” All Submissions must comply with the Contest Guidelines above and Contest Restrictions (as defined below), as determined by Sponsor in its sole and absolute discretion. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria.

**By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission and the Submission is entirely the entrant’s own work; (b) the Submission will not infringe on any rights of any third party, including but not limited to copyright, trademark, privacy, publicity and/or any other intellectual property right; (c) the Submission complies with the Contest Guidelines and Contest Restrictions (defined below); and (d) the Submission (or any part thereof) has not been submitted previously in a contest or promotion of any kind, won any kind of award and/or been exhibited or displayed publicly through any means.**

**Entrant must have permission from the Model appearing in the Submission to use Model’s name, photo, image and other likeness in the Submission for purposes of this Contest. If requested by Sponsor, entrant must be able to provide such permissions in a form acceptable to Sponsor.**

Limit one (1) Submission per person, regardless of method of entry or Category. More than one employee per salon can enter the Contest but only one coloring technique/one entry per employee is permitted. All entries, including Submissions, become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**4. Submission Content Restrictions:** By entering the Contest, each entrant agrees that his or her Submission conforms to the Submission Content Restrictions as defined below (collectively, the “Contest Restrictions”) and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant’s Submission fails to conform to these Contest Restrictions:

- The Submission must not contain material that violates or infringes another’s rights, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor, any other person or party affiliated with the promotion and administration of this Contest, or competitors of Sponsor;
- The Submission must not contain brand names or trademarks of any entity (including, but not limited to, those of any competitor of Sponsor) other than the Sponsor’s Marks (defined below), which entrant has a limited license to use for the sole purpose of creating and uploading a Submission in this Contest;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Entrants acknowledge that other entrants may have used ideas and/or concepts in their Submission that may have similarities to ideas or concepts included in entrant’s Submission, and entrants understand and agree that they shall not in any way be entitled to any compensation because of any such similarities. Sponsor’s decisions are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules.

**5. Ownership:** All Submissions will become the exclusive property of Sponsor, and none may be acknowledged or returned. Sponsor and its affiliates shall have the right to edit, adapt and publish or not publish any or all of the Submissions, and may use them in any media without attribution or compensation to the entrant, his/her successors or assigns, or any other entity. UPLOADING A SUBMISSION IN THIS CONTEST CONSTITUTES ENTRANT’S IRREVOCABLE ASSIGNMENT, CONVEYANCE AND TRANSFERENCE TO SPONSOR OF ANY AND ALL RIGHT, TITLE AND INTEREST IN THE SUBMISSION OR ANY DERIVATIVE WORKS CREATED USING THE SUBMISSION INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS, INCLUDING COPYRIGHTS. Each entrant waives and releases the Sponsor from any and all claims that he/she may now or hereafter have in any jurisdiction based on “moral rights” or “droit moral” with respect to Sponsor’s use and exploitation of his/her Submission. Each entrant also unconditionally and irrevocably consents to any act or omission by the Sponsor and any of its affiliates that would otherwise infringe his/her moral rights and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given. Entry hereby agrees that entrant will not use, publish, or submit the Submission for participation in any other contest or make the Submission available to any third party for use or publication of any kind. Entrants are permitted to use their Photo for social media communication AFTER the announcement of the National Grand Prize Winners in their country, but not at any earlier time.

Sponsor grants eligible entrants a limited, revocable, non-sublicensable, license to use Sponsor's name, trademarks and logos (collectively, "Sponsor's Marks") for the sole purpose of creating and submitting the Submission for review and assessment in this Contest. Entrants are not permitted to make any further use of Sponsor's Marks for any purpose whatsoever. In addition, entrants recognize that all right, title, and interest in Sponsor's Marks as well as all derivative works created using Sponsor's Marks shall vest exclusively to the Sponsor, and entrant agrees that he/she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's Marks except for the limited license granted to entrant in these Official Rules is transferred or created. Each entrant further acknowledges and agrees that Sponsor's Marks are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of Sponsor's Marks in any forum. Entrants agree that the use of Sponsor's Marks is permitted only for the purpose of making a Submission for entry in this Contest, and that any use of Sponsor's Marks (whether in the Submission or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

**6. Independently Developed Submissions.** Each entrant understands and agrees that Sponsor's use in matters independently developed of material similar to or identical with the Submission or containing features or elements similar to or identical with those contained in the Submission will not obligate Sponsor to negotiate with entrant, nor will it entitle entrant to any compensation of any kind. Each entrant agrees and acknowledges that nothing herein shall preclude Sponsor from using any material in or similar to the Submission without obligation to entrant, including, but not limited to, if Sponsor has or has determined that it has an independent legal right to use such other material, including without limitation, because such features or elements were not new or novel, or were not originated by entrant, or were or may hereafter be independently created by or submitted to Sponsor.

**7. Judging Panel.** On or about June 8, 2019, the Submissions will be judged by a panel of qualified judges determined by Sponsor in its sole and absolute discretion, including independent hairdressers, journalists of the trade press and fashion experts ("National Judging Panel"). The National Judging Panel will judge the Submissions based on the following judging criteria ("Judging Panel Criteria"):

- 1) **INTERPRETATION OF TREND.** Submissions will be judged based on originality as well as interpretation of the fashion and trend statement. Take the REMIX trend to the next level and create an image that is uniquely your own. The hairstyle depicted in the Submission should reflect the REMIX trend, but at the same time not be a copy of the GOLDWELL Color Zoom Collection 2019 (which is displayed at [https://www.goldwell.us/color-zoom-2019/collection/This represents 40% of the total score](https://www.goldwell.us/color-zoom-2019/collection/This%20represents%2040%20of%20the%20total%20score)).
- 2) **TECHNICAL EXECUTION - CUT, COLOR.** Use of the GOLDWELL hair colors in the correct way (i.e. in accordance with the product directions) but also in an innovative way and creation of a look to demonstrate mastery of cutting, color and styling. This represents 40% of the total score.
- 3) **PROFESSIONALISM AND AESTHETICS OF THE PHOTO.** The appearance and attractiveness of the overall look, considering the complete statement of hair, makeup and fashion, as well as the professionalism and aesthetics of the model and photography. This represents 20% of the total score.

Subject to verification and compliance with these Official Rules, the five (5) highest scoring Submissions in each Category based on the Judging Panel Criteria will be deemed a semi-finalist for the National Grand Prize ("Semi-Finalists"). All Semi-Finalists Submissions will be sent to the Goldwell headquarters in Darmstadt, Germany for consideration by a second judging panel ("HQ Judging Panel"),

which will chose one (1) National Grand Prize Winner to receive the gold, a first runner-up to receive the silver, and a second runner-up to receive the bronze in each Category based on the Judging Panel Criteria. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

**8. Public Voting.** All eligible Submissions not selected as the National Grand Prize Winners of the Challenge (i.e., Gold winners) by the HQ Judging Panel (pursuant to Section 7, above) will automatically be posted at <http://www.colorzoomchallenge.com> (“Site”) to be voted on by the public beginning on or about 12:00:01 PM Eastern Time (“ET”) on July 15, 2019 and ending at 6:00:00 PM ET on August 15, 2019 (the "Public Voting Period"). Voters are encouraged to critically evaluate Submissions, taking into account the following judging criteria:

- 1) **Color Execution:** technique and suitability to cut/style and model;
- 2) **Cut & Style:** balance, finish and overall execution; and
- 3) **Overall Effect:** concept, creativity, makeup, wardrobe, presentation and model.

The Submission in each Category with the highest number of votes at the end of the Public Voting Period will be deemed the potential Professional’s Choice Prize winner (subject to confirmation).

Limit one (1) vote per person per day throughout the Public Voting Period. Multiple voters are not permitted to share the same email address. Any attempt by any voter to submit more than the stated number of votes by using multiple/different email addresses, identities or any other method will void that voter’s vote. The use of robotic or automatic devices for voting is prohibited, and Sponsor reserves the right to nullify any and all such votes and to disqualify from voting the responsible individual. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including offering prizes or other inducements to members of public, as determined by Sponsor, in its sole discretion and Sponsor reserves the right to nullify any and all such votes and to disqualify from Contest the responsible entrant. .

## **9. Prizes.**

National Grand Prize: The HQ Judging Panel will choose one (1) National Grand Prize Winner in each Category for a total of three (3) National Grand Prize/Gold winners (each a “National Grand Prize Winner”). Each National Grand Prize Winner will receive a trip to the September 2019 Global Zoom Event in Vienna, Austria (“Global Zoom Trip”), for National Grand Winner and a Model to attend the Color Zoom International Competition (“Competition”). Each National Grand Prize Winner must participate in the Competition in Vienna, Austria in accordance with Section 10 below, or Grand Prize will be forfeited in its entirety.

Global Zoom Vienna Trip includes a 6 day/5 night trip for two people (National Grand Prize Winner and Model) to Vienna, Austria. Trip includes round-trip coach airfare from major gateway airport nearest National Grand Prize Winner’s residence and double occupancy hotel accommodations. National Grand Prize Winner must travel to Austria to participate in the Competition or prize will be forfeited and may be awarded to an alternate. Travel companion must be a Model to be used during the Competition. Approximate Retail Value (“ARV”) of Global Zoom Trip: \$7,755, but actual value may vary depending on air flight fluctuations and distance between departure and destination.

Each National Grand Prize Winner will also receive \$1000 (cash) (“Cash Prize”) and a trip to a live training session at the Kao USA Academy in New York City, New York (“Training Session Prize”).

The location of the Training Session Prize will be determined in the Sponsor's sole discretion. For Training Session Prize, National Grand Prize Winner must attend any and all training sessions provided by Sponsor or prize will be forfeited and may be awarded to an alternate. Training Session Prize includes a 3 day/2 night trip for National Grand Prize Winner and round-trip coach airfare from major gateway airport nearest National Grand Prize Winner's residence and single occupancy hotel accommodations. ARV of each Training Session Prize: \$3500; but actual value may vary depending on air flight fluctuations and distance between departure and destination.

Professional's Choice Prize:

Three (3) Professional's Choice Prizes will be awarded (each, a "Professional's Choice Prize") with one (1) prize for each Category. Each Professional's Choice Prize consists of a \$1,000 voucher for Professional's Choice Prize winner ("Professional's Choice Winner") to attend a 2-Day class of the winner's choosing, including all elements of the class, as offered by Sponsor in 2020 at Sponsor's New York City, New York Goldwell/KMS Academy ("Academy Voucher"). **Note:** A Professional's Choice Winners can elect to attend a 1-Day Academy class at winner's option. If a Professional Choice Prize Winner elects a 1-Day class, the winner will not receive difference the difference in value between the 1-Day and 2-Day classes. Approximate Retail Value ("ARV") of each Academy Voucher: \$1,000. ARV three Academy vouchers: \$3,000. Prize values are in US currency.

Professional's Choice Prizes are not redeemable for cash or transferable. No substitution of the Professional's Choice Prize or any portion of the Professional's Choice Prize is allowed except a prize of equal or greater value or a portion of a prize of equal or greater value may be substituted at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated or stolen vouchers, certificates or prizes. Professional's Choice Prize cannot be used in conjunction with any other promotion or offer. All unspecified expenses are the responsibility of Professional's Choice Prize Winners. Redemption of Academy Voucher may begin January 1, 2020.

**For Trip Prizes:** Taxes, meals, gratuities, travel upgrades, or any other expenses not specifically listed herein are the responsibility of the winner. Travel and accommodations subject to availability; certain restrictions and blackout dates may apply. National Grand Prize Winner and Model (who must be winner's travel companion on the Global Zoom Trip) must travel on the same itinerary and Model must sign travel and publicity release prior to ticketing. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. National Grand Prize Winner and Model will be solely responsible for obtaining valid identification relating to acceptance and use of the travel prize packages. If in the judgment of Sponsor, air travel is not required due to National Grand Prize Winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Winner will not receive difference between actual and approximate retail value of any prizes.

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All unspecified expenses are the responsibility of National Grand Prize Winners.

**ALL ENTRANTS ACKNOWLEDGE AND AGREE THAT SPONSOR SHALL HAVE THE RIGHT, BUT NO OBLIGATION TO POST, DISPLAY, OR OTHERWISE USE ANY SUBMISSIONS, INCLUDING WITHOUT LIMITATION THE WINNING SUBMISSIONS. FOR SAKE OF CLARITY, ENTRANTS UNDERSTAND AND AGREE THAT EVEN IF ENTRANT SUBMITS A GRAND PRIZE WINNING SUBMISSION, SPONSOR IS UNDER NO**

**OBLIGATION TO USE THE WINNING SUBMISSION IN ANY MANNER OR FOR ANY PURPOSE.**

**9. Notification.** Potential National Grand Prize Winners will be notified by phone on or about July 15, 2019 and Potential Professional's Choice Winners will be notified by phone on or about August 20, 2019. Potential winners will be required to sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within seven (7) calendar days of prize notification. Additionally, potential National Grand Prize Winners may be required to obtain releases from any and all third parties appearing in their respective Submissions. If any winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to the Submission with the next highest score. Upon prize forfeiture, no compensation will be given.

**10. Color Zoom International Competition:** During the September 2019 Color Zoom International Competition, National Grand Prize Winners must participate in a live international competition with national winners from participating countries worldwide, where each National Grand Prize Winner will be required to color and style the live Model who accompanied the winner to the Competition and try to recreate the look from his/her Photo Submission. Each National Grand Prize Winner will have a maximum three (3) hours to recreate his/her style on stage, which includes cutting, coloring, and styling.

The international judging panel ("International Judging Panel") will judge each National Grand Prize Winner's already submitted Photo submission and his/her live color and styling performance based on the Judging Panel Criteria (see Section 7). International Judging Panel will be comprised of qualified judges determined by Sponsor in its sole and absolute discretion, including independent hairdressers, journalists of the trade press and fashion experts. The National Grand Prize Winner in each of the Categories who receives the highest score from the International Judging Panel will be deemed the international winner ("International Grand Prize Winner") and will be awarded with the title Global Creative Colorist, Global New Talent Colorist or Global Partner Colorist (as applicable, based on Category). Each International Grand Prize Winner will have the opportunity to be a part of and/or have work featured in an upcoming campaign. Additionally, the International Grand Prize winners will experience the launch of an upcoming collection and will have the opportunity to join inspiring artists.

**11. Conditions.** Sponsor shall not be liable or responsible in the event any entrant or winner's Submission is not used for any reason. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release, indemnify, waive, discharge, absolve and hold harmless Sponsor, its partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any

Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if *any* prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**12. Additional Terms.** Any attempted form of entry other than as set forth above is prohibited. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**13. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO AND USE OF THE SERVICE AND/OR THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO ENTRANT FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS CONTEST 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 EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY

NOT APPLY TO ENTRANT. CHECK ENTRANT'S LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**14. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Ohio, City of Cincinnati.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Hamilton in the State of Ohio. The parties agree not to raise the defense of forum non conveniens.

**15. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at [www.goldwell-northamerica.com](http://www.goldwell-northamerica.com). By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**16. List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by August 31, 2019 to: Goldwell Color Zoom 2019, c/o Kao USA Inc., 100 North Charles Street, 15<sup>th</sup> Floor, Baltimore, MD 21201.

**17. Sponsor.** Kao USA Inc., 2535 Spring Grove Avenue, Cincinnati, Ohio 45214.