

#ConnectedbyPros  
Stylist Content Creation Program  
TERMS & CONDITIONS

These Terms & Conditions (“*Terms*”) govern your participation in the Stylist Content Creation Program (“*Program*”) offered by Deva Concepts, LLC d/b/a DevaCurl.

As used in these Terms, “*DevaCurl*”, “*we*”, “*us*” and “*our*” refers to DevaCurl (or any of its affiliated companies as appropriate) and “*Participant*”, “*you*” or “*your*” refers to the individual that has completed the “Stylist Social Media Content Training” module for the Program and e-signed these Terms. “*Content*” refers to the social media post content that you submit to DevaCurl via the e-mail address [social@devacurl.com](mailto:social@devacurl.com) as part of your participation in the Program.

By e-signing these Terms and participating in the Program, you agree to be bound by these Terms. You also agree that the decisions of DevaCurl with respect to the administration of the Program and other interpretation and application of the Terms, including those relating to your compliance with the requirements set forth herein, will be final and binding and made by DevaCurl in its sole discretion.

## 1. Program; Content Submission; Compensation.

a. The Program provides the opportunity for potential participants to submit one piece of Content that complies with these Terms, during the Submission Window (as defined below), to DevaCurl for use in accordance with these Terms. The submission window for Content begins at 5:00 PM ET on April 9, 2020 and ends at 11:59 PM ET on April 25, 2020 (the “*Submission Window*”). The Submission Window may be extended by DevaCurl, in its sole discretion, by notifying potential participants via e-mail. The maximum number of submissions during the Submission Window per person per email address is one piece of Content. Submissions beyond the permitted number are void. Use of a multiple email addresses or any automated system to submit multiple pieces of Content is prohibited and will result in disqualification from the Program.

b. In addition to the representations set forth herein, Content must comply with the Content Guidelines set forth in the Stylist Social Media Content Training, specifically: (1) video content must be between 60 seconds and 10 minutes in length; (2) Content audio must be clear and comprehensible; (3) Content must be clearly lit so viewers can see the hair and products being used; (4) you must email Content as a Dropbox file or WeTransfer link; and (5) you must state your name and business location at the beginning of the Content.

c. In full consideration to you for submitting Content that complies with these Terms, DevaCurl agrees to pay you \$100.00 (the “*Tier 1 Content Fee*”). Each Participant is eligible for only one Tier 1 Content Fee payment. **Content received outside of the submission window or that does not comply with these terms is not be eligible for the Tier 1 Content Fee.**

d. Following receipt of Content, we may, in our sole discretion, contact select Participants via e-mail to request additional pieces of Content (a “*Secondary Request*”). In full consideration to any Participant that receives a Secondary Request and submits an additional piece of Content that complies with these Terms, DevaCurl agrees to pay such Participant \$150.00 (the “*Tier 2 Content Fee*”), which shall be in addition to any Tier 1 Content Fee paid to such Participant. Participant acknowledges that DevaCurl has no obligation make any Secondary Requests and whether we choose to make Secondary Requests or not is solely our choice. DevaCurl’s only obligation hereunder is to pay the Tier 1 Content Fee to Participants who submit one piece of compliant Content.

## 2. Participant Representations. You represent and warrant that:

- ) You are: (1) at least eighteen (18) years of age or are legally considered an adult in the state where you reside; and (2) a professional hair stylist with a valid professional license or cosmetology student ID;
- ) You have full power and authority to agree to these Terms;
- ) The Content is your own original creation, you did not take the Content from another website, social media posting or elsewhere, and the Content does not contain anything that violates the rights of any person or entity;
- ) The Content does not contain any trademarks, logos, brand names, advertising, sponsorship, or promotional material owned by any person or entity, other than you or DevaCurl;

- J The Content is in good taste and is free of inappropriate language and/or any content which is (or promote activities which are) sexually explicit, obscene, pornographic, violent, discriminatory, illegal, defamatory, libelous, disparaging, offensive, threatening, profane, or harassing, or otherwise unsuitable content as determined by DevaCurl in its sole discretion;
- J The Content represents fair, accurate, and truthful depictions of what is represented, and specifically: (i) any DevaCurl products (“**Products**”) depicted are the actual products, without any enhancement, alteration, or additional ingredients; (ii) any Products are used in conformity with the instructions on the packaging; and (iii) any demonstrations are depicted without any special effects or any other method which would enhance or alter the performance or appearance depicted, including without limitation filters or Photoshop;
- J You have permission from any person(s) appearing in the Content to provide us with the rights to use the Content as described in these Terms;
- J Our use of the Content as described in these Terms will not violate the rights of any person or entity and will not violate any law;
- J Our use of the Content as described in these Terms does not and shall not require any payment to any person or entity (except as set forth in Section 1) and does not require license, authorization, approval or consent by any other person or entity; and
- J You have read and you agree to comply with these Terms.

You also agree to comply with the U.S. Federal Trade Commission’s “Guides Concerning the Use of Endorsements and Testimonials in Advertising” and all related guidance. Accordingly, in the event that a Participant shares the Content on their own social media, Participant agrees without limitation: (1) to clearly and conspicuously disclose Participant’s relationship with DevaCurl and that Participant has a “material connection” (e.g. monetary compensation, free products or services, in-kind gift or special access privileges) with DevaCurl and such disclosure shall comply with the “Social Media Guidelines” attached as *Annex 1*; (2) not to make any false, misleading or deceptive statements about DevaCurl or the Products; and (3) that Participant’s statements and content will always be original to Participant and reflect Participant’s honest, truthful and factual opinions and actual experiences.

### 3. DevaCurl Use of the Content

a. You hereby grant the Licensed Parties (as defined below) a royalty-free, worldwide, perpetual, irrevocable, fully paid-up right and license to use and otherwise exploit the Content on any websites, emails and social media pages controlled by the Licensed Parties, and any other online, digital, or new media marketing material, for the purpose of promoting and marketing DevaCurl and the Product(s). You agree that the Licensed Parties may use, copy, modify, alter, edit, publish, create new derivative works from, make available and display the Content (or any part of the Content) and related content, and include the Content (or any part of the Content) into other works, for any promotional and marketing purposes. You also grant the Licensed Parties the right, in their sole discretion, to use your username, real name, image, likeness, caption, location or other identifying information in connection with any use of the Content. “*Licensed Parties*” refers to DevaCurl and its affiliates and representatives, licensees, successors, assigns, agents and those for whom DevaCurl is acting, and those acting with DevaCurl’s authority and permission.

b. You agree that the Licensed Parties have no obligation to use the Content and the Licensed Parties may remove or stop using the Content at any time, for any reason. Use of the Content does not imply DevaCurl’s endorsement of or any affiliation with you. Whether we choose to use the Content or not is solely our choice.

c. You confirm that you have the consent or permission of any other person or entity that is required for the Licensed Parties use of the Content as described in these Terms, including but not limited to: (1) any person who appears or performs in the Content, and (2) any person or entity who owns any rights in the Content or anything that appears in the Content. You irrevocably and unconditionally grant to the Licensed Parties all consents or permissions of any person or entity as required by any applicable laws, including but not limited to copyright laws and related rights laws (and all other laws now or in future in force in any part of the world) which may be required for the Licensed Parties use of the Content and the rights you are granting under these Terms.

d. You waive any right to inspect or approve any use of the Content and release the Licensed Parties from any and all claims and demands arising out of or in connection with the use of the Content, including but not limited to any claims for defamation, invasion of privacy, or misappropriation of the right of publicity. You irrevocably and unconditionally waive (and

agree not to enforce) any moral rights or equivalent rights in the Content which you may otherwise have under any laws now existing or which become law in the future in any part of the world.

e. If requested, you will sign any documentation in such manner and at such location as may be required to protect, perfect or enforce any of the rights you have granted under these Terms.

**4. Limitation of Liability. IN NO EVENT SHALL THE LICENSED PARTIES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, OR TREBLED DAMAGES, ARISING FROM ANY DISPUTE, RELATING TO, OR IN CONNECTION WITH THESE TERMS, OR THE RELATIONSHIP BETWEEN THE PARTIES WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER TORT CLAIM.**

**5. Miscellaneous.** Participant waives their right to injunctive and other equitable relief in the event of a dispute with DevaCurl. Participant has no right to rescind these Terms or enjoin or interfere with the Licensed Parties distribution, exploitation, advertising, or promotion of the Content. These Terms are personal to Participant and may not be assigned or transferred by Participant for any reason whatsoever without DevaCurl's prior written consent. DevaCurl may assign our rights and obligations under these Terms to any other person, in whole or in part, without consent. Any failure by DevaCurl to exercise any right granted herein upon the occurrence of any contingency set forth in these Terms will not in any event constitute a waiver of any such right upon the occurrence of any such contingency. These Terms contain all the terms agreed between DevaCurl and Participant regarding the Content and supersede any prior agreement, understanding or arrangement between DevaCurl and Participant, whether oral or in writing. The interpretation, validity and enforcement of these Terms, and all legal actions brought under or in connection these Terms, shall be governed by the law of the State of New York (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). Participant agrees that jurisdiction and venue of all matters relating to these Terms shall be vested exclusively in the Federal, State and local courts within the City of New York. These Terms shall be binding upon Participant and its successors, heirs, guardians, representatives and executors. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms are invalid, then that provision will be removed without affecting the rest of the Terms and the remaining provisions of these Terms will continue to be valid and enforceable. Any questions regarding these Terms may be directed to: Deva Concepts LLC, Attention: General Counsel, 75 Spring Street, 4th floor, New York, NY 10012.

## ANNEX 1

### Social Media Disclosure Guidelines

- J **AT DEVACURL, WE ARE COMMITTED TO TRANSPARENCY AND HONESTY IN ALL OF OUR ADVERTISING MESSAGES AND PROMOTIONAL COMMUNICATIONS WITH CONSUMERS.**
- J All of our endorsers are required to disclose when they have material connection with DevaCurl in compliance with the Federal Trade Commission’s (FTC) Guides Concerning the Use of Endorsements and Testimonials in Advertising. A “material connection” is any connection with DevaCurl that might materially affect the weight or credibility of the endorsement → such as *monetary compensation, free products or services, free accommodations or travel, free prizes for contests/sweepstakes, in-kind gifts or special access privileges.*
- J You can **use a hashtag** to identify a material connection or you can disclose the material connection **in the primary post text or caption** (or if via video, disclosure should be included in the video itself).
- J **DISCLOSURES MUST BE:** (1) **WELL-PLACED** so they can be easily noticed (it should be located close to any statements made about a Product); and (2) **CLEAR AND PROMINENT** so they can be easily read
  - o Consumers must be able to: (a) easily understand it; and (b) obtain the information they need about it.
- J Listed below is example disclosure language, but we always want our endorsers to post in their own style and voice. Although DevaCurl does not require specific language to disclose a material connection, we do prohibit certain hashtags and other disclosure practices specifically found by the FTC as insufficient.
  - J For receipt of free products:
    - o I received free [insert applicable products/services/samples] from DevaCurl;
    - o DevaCurl sent me free [insert applicable products/services/samples] to review;
    - o DevaCurl gave me [this product] to try; or
    - o Thanks DevaCurl for the free [insert applicable products/services].
  - J For paid endorsers:
    - o I was paid by DevaCurl;
    - o I was hired by DevaCurl to post about its [insert applicable products/services];
    - o I am excited to partner with DevaCurl to promote its [insert applicable products/services]; or
    - o I am a paid brand ambassador for DevaCurl.
- J If you use a hashtag to identify the material connection, make sure it is clear and unambiguous, such as:
  - J #ad.
  - J #paid.
  - J #sponsored.
  - J #devacurlendorser.
- J **YOU MAY NOT USE** any of the following ambiguous hashtags to identify material connections, such as:
  - J #sp.
  - J #spon.
  - J #thanksdevacurl.
  - J #teamdevacurl.
  - J #ambassador.
  - J #consultant.
  - J #partner.
  - J #adviser.
  - J #collab.
- J Disclosures should not “buried”:
  - o in a bio;
  - o below the fold (or requiring consumers to scroll down);
  - o in a hyperlink, like a “Legal” or “Disclosure” button; or
  - o in the middle or at the end of a series of hashtags, other disclosures, or general copy.
- J Disclosures should not require a consumer to click on, scroll down or mouse over a link in order to view the disclosure. Disclosures must be made regardless of space limitations.
- J **Instagram Stories:** If using Instagram’s stories feature, you should superimpose a material connection disclosure on the actual images.

The disclosure should be: (1) **easy to notice** and read in the time that consumers have to look at the image; and (2) **well-contrasted** against the image.

- ) **Video:** In video posts: (1) place the disclosure **within the video itself**, not just in the description of the video; and (2) **display the disclosure long enough** for a consumer to be able to read and understand it.
- ) **Instagram feed posts:** Disclose a material connection **BEFORE THE “MORE” BUTTON**.
- ) Repeat the disclosure as needed to ensure that consumers see it, such as in a live stream.

You can find additional information regarding disclosure obligations here:

- ) FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising - <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>
- ) The FTC's Endorsement Guides: What People are Asking - <https://www.ftc.gov/tips-advice/business-center/guidance/ftc-endorsement-guides-what-people-are-asking>