

DEVACURL #CURLNECTION INSTAGRAM CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

To enter the DEVACURL #CURLNECTION INSTAGRAM CONTEST (“*Contest*”) or receive the prize, you must fully comply with these Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Contest. THIS CONTEST IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM.

1. Sponsor

Deva Concepts LLC d/b/a DevaCurl, 75 Spring Street, 8th Floor, New York, NY 10012 (“*DevaCurl*” or “*Sponsor*”).

2. Eligibility

The Contest is open only to natural persons that meet the following eligibility criteria (“*Entrants*”):

- Be a legal resident of the United States (excluding Rhode Island and all U.S. and foreign territories and possessions);
- Be 18 years or older or the age of majority in his/her state of primary residence as of the date of entry;
- Have a current and valid cosmetology license;
- Have a public Instagram account (no purchase or payment is necessary to sign up for an Instagram account). Please note that an Instagram account membership is not controlled by and cannot be guaranteed by DevaCurl.

The Contest is not open to employees, independent contractors, officers, directors, agents or representatives of Sponsor or of Sponsor’s parents, affiliates, subsidiaries, successors and/or assigns, or of Sponsor’s advertising, promotion and fulfillment agencies, and legal advisors, and the immediate family members (mother, father, brother, sister, daughter, son or spouse, regardless of where they live) and in the same household (whether or not related) of any of the foregoing (collectively, “*Contest Entities*”). “*Immediate family members*” shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. “*Household members*” shall mean people who share the same residence at least three months a year, whether related or not.

SEE ADDITIONAL ENTRY RESTRICTIONS BELOW.

3. Timing

The Contest begins on June 8, 2020 at 3:00 PM Eastern Time (“**ET**”) and ends July 19, 2020 at 11:59 PM ET and shall consist of the following six (6) entry periods (each, an “**Entry Period**”) each with a specified category for Content (each, a “**Category**”) as further described under “Entry Requirements”:

- *Entry Period 1:* June 8, 2020 3:00 PM ET – June 14, 2020 11:59 PM ET – **Transformers:** Wash and Go/Finishing
- *Entry Period 2:* June 15, 2020 3:00 PM ET – June 21, 2020 11:59 PM ET – **Curl-meleon (Chameleon):** Hair Color
- *Entry Period 3:* June 22, 2020 3:00 PM ET – June 28, 2020 11:59 PM ET – **Butterfly Effect:** Cut, Color and Style Transformation
- *Entry Period 4:* June 29, 2020 3:00 PM ET – July 5, 2020 11:59 PM ET – **Curl-axy (Curl + Galaxy):** Creative Hair Color
- *Entry Period 5:* July 6, 2020 3:00 PM ET – July 12, 2020 11:59 PM ET – **Do it Up!:** UpDos
- *Entry Period 6:* July 13, 2020 3:00 PM ET – July 19, 2020 11:59 PM ET – **Go Big:** Mega Volume

All Entries for a particular Category must be received by Sponsor by the end of the applicable Entry Period.

4. Entry Requirements

During each Entry Period, to enter the Contest, an Entrant must: (1) post content (either video or photograph) that meets the Category Requirements (set forth below) for the applicable Entry Period on their Instagram feed (the “**Content**”); and (2) tag the Content with **#curlnection** and **#contest** in the caption (each, an “**Entry**”).

Entrants may submit (a) Entries in multiple Categories, and (b) more than one (1) piece of Content in the same Category. Multiple Entries are permitted, but **ONLY ONE ENTRY PER ENTRANT CAN WIN A PRIZE IN THE CONTEST**. Entries do not carry over from one Entry Period to a subsequent Entry Period.

Category Requirements. Each Entry for an Entry Period must meet the following criteria for the applicable Category. Review all criteria carefully as they differ by Category.

All Categories: All Entries across Categories should exemplify DevaCurl’s northstar – Authenticity without Apology

- *Entry Period 1: Transformers* – Show off waves, spirals and coils with your best “wash & go”, twist outs, flexi-rods
 - Entries must include both “before” and “after” visuals, which must demonstrate a noticeable change
 - Entries must demonstrate a skillful use of DevaCurl products
 - After look must be balanced and accentuate model’s features and hair type

- After look must be current, polished and on-trend
- After look must be clearly visible, defined, detailed and healthy-looking (Frizz Control, Curl Definition, Shine)
- *Entry Period 2: **Curl-meleon (Chameleon)*** – Show off waves, spirals and coils with some amazing hues of hair color (glossing, single process, gray blending, highlights)
 - Entries must include both “before” and “after” visuals, which must demonstrate a noticeable change
 - Content must feature hair color that is evenly saturated and blended
 - After look must accentuate model’s features, skin tone and hair type
 - After look must be clearly visible, defined, detailed and healthy-looking (Frizz Control, Curl Definition, Shine)
- *Entry Period 3: **Butterfly Effect*** – Show off waves, spirals and coils with a complete Cut, Color and Style Transformation
 - Entries must include both “before” and “after” visuals, which must demonstrate a noticeable change
 - Entries must demonstrate a skillful use of DevaCurl products
 - Content must feature hair color that is saturated and blended
 - After look must accentuate model’s features, skin tone and hair type
 - After look must feature a length and shape that is balanced
 - After look must be clearly visible, defined, detailed and healthy-looking (Frizz Control, Curl Definition, Shine)
- *Entry Period 4: **Curl-axy (Curl + Galaxy)*** – Show off waves, spirals and coils with fantasy color and creative hair color techniques that are out of this world.
 - Entries must include both “before” and “after” visuals, which must demonstrate a noticeable change
 - Content must feature hair color that is evenly saturated and blended
 - After look must demonstrate color placement and dimension
 - After look must accentuate model’s features, skin tone and hair type
 - After look must be clearly visible, defined, detailed and healthy-looking (Frizz Control, Curl Definition, Shine)
- *Entry Period 5: **Do it Up!*** – Twist, turn, and pin up those curls with your best UpDos
 - Entries must demonstrate a skillful use of DevaCurl products
 - Finished look must demonstrate a unique silhouette and feature creative balance
 - Finished look must accentuate model’s features and hair type
 - Finished look must be clearly visible, defined, detailed and healthy-looking (matte-shiny finish)
- *Entry Period 6: **Go Big*** – The bigger the waves, spirals and coils...the closer to curl heaven. Show off your best mega-volume styles
 - Entries must demonstrate a skillful use of DevaCurl products
 - Finished look must demonstrate volume (vertical or horizontal)

- Finished look must accentuate model's features and hair type
- Finished look has a shape that is current and on-trend
- Finished look must be clearly visible, defined, detailed and healthy-looking (matte-shiny finish)

All Categories may feature either male and female models, and wavy, curly or super-curly hair types at any length.

Additional Entry Requirements. Each Entry must:

- Only feature DevaCurl products and list all DevaCurl products used for the Content in the Instagram caption.
- Not feature the use of full wigs; provided that extensions are permitted in the Do It Up category. Entrant must disclose use of extensions in post caption.
- Be created by Entrant within the last 12 months and published for the first time during the Content Period (e.g. Entries published before the Contest start date will be disqualified).
- Be the original work product of Entrant.
- Be solely owned by Entrant, with no other person or entity having any right or interest in it. If someone other than the Entrant has captured the Content, Entrant must have prior written permission from such person to submit the Content as part of the Entry.
- Not violate any third-party rights, including but not limited to copyright, trademark, patent, contract, and/or publicity or privacy rights, of any other person or entity.
- Not feature any other person or entity's image (other than their minor child) without obtaining their written permission.
- Not feature any trademark, logo, or intellectual property in any way, including on Entrant's clothing or in the background unless owned exclusively by Entrant.
- Not contain any material that is offensive, defamatory, likely to incite violence or illegal; includes any material in violation of any third-party's rights; is (or promotes activities which are) sexually explicit, obscene, pornographic, violent, discriminatory (based upon race, sex, religion, natural origin, physical disability, sexual orientation or age); is threatening, profane or harassing; portrays Sponsor or any person or entity negatively; and/or which is otherwise deemed to be inappropriate or demeaning in Sponsor's sole discretion.
- Present 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.

By posting the Contents and Entry, Entrant represents his or her compliance with these terms. Sponsor may, in its sole discretion, disqualify any Entry that violates these parameters and/or any other part of Official Rules.

Entries will be deemed made by the authorized account holder of the @handle used to submit an Entry. The "authorized account holder" is defined as the natural person who is assigned to a @handle by the applicable social media service. Potential winner may be required to show proof of being the authorized account holder.

By entering the Contest, Entrant hereby grants to Sponsor and its agents or designees the non-exclusive, fully paid, worldwide license to use, copy, publish, publicly perform, stream, display, disseminate, modify, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entry (including the Content), in any manner and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world, without further limitation, restriction, compensation, notice, review, or approval. Entrant acknowledges that the foregoing license includes a right to post the Content on the Sponsor's website(s) or social media pages, in Sponsor's sole discretion. Sponsor has no obligation to use or post any Entry or Content submitted.

5. Winner Determination

Entries that comply with these Official Rules will be evaluated by a qualified panel of judges selected by Sponsor who will evaluate each Entry based on the following judging criteria of the submissions:

- a. Creativity (33 1/3%);
- b. Originality (33 1/3%); and
- c. Presentation/Entertainment value (33 1/3%), including:
 1. Quality of Content
 2. Content exemplifies DevaCurl's north star – Authenticity without Apology
 3. Content reflects the applicable Category

The Entry with the highest total score will be deemed the potential Grand prize winner. In the event that of a tie, judges will choose the Content with the highest Presentation value, and if still tied, based on the highest Originality score, and if further tied, based on the highest Creativity score. The Entries with the second and third highest total scores will be deemed Honorable Mention prize winners. Ties will be broken on the same basis as Grand prize winners.

Selected potential winners (Grand prize and Honorable Mention prizes) for each Category will be contacted by Sponsor via a direct message on Instagram using the @handle used to enter (subject to verification of eligibility and compliance with the terms of these Official Rules) approximately fourteen (14) days after the close of the Contest Period. Failure by Entrant to respond to the initial verification within 48 hours of notification will result in disqualification and Sponsor may, at its discretion, select an alternate winner in the same manner. Odds of winning the prize depend on the number of eligible entries received during the Contest Period.

6. Prize(s)

There is a total of eighteen (18) prizes.

Each of the six (6) Categories shall have three (3) prize winners consisting of:

- (a) one (1) Grand prize winner who will receive a prize award of \$500.00, and
- (b) two (2) Honorable Mention prize winners will receive a prize award of \$150.00 each.

The ARV of prizes for each Category is \$800.00. Total ARV of all prizes is \$4,800.00.

All prizes are non-refundable and non-transferable, cannot be combined with any other special offer or promotion and must be accepted as awarded. No cash equivalent for the prizes, prizes are non-transferable and no substitution will be made except at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. All federal, state, and local tax

liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. The prizes will be awarded and will be delivered to the confirmed winners to a valid U.S. address within three (3) weeks of the determination of the confirmed winners. Winner may be required to complete and return an IRS W-9 form (i.e., Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the potential Prize Winner fully complies with these Official Rules.

7. Verification of Potential Winner(s)

Potential winner(s) are subject to verification by Sponsor in Sponsor's sole discretion. Potential winners may be required to complete and timely return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "**Affidavit**") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) a potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Contest or receive the prize, (e) a potential winner cannot or does not comply with the Official Rules, or (f) a potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Contest and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

8. Entry Conditions and Release

By entering, each Entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Contest; (b) release and hold harmless Sponsor, and their respective parent, subsidiary and affiliated companies, the prize suppliers and any other organizations and/or persons responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "**Released Parties**") from and against any and all claims, expenses and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's Entry, creation of an Entry or submission of an Entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an Entrant's participation in the Contest and/or Entrant's acceptance, use or misuse of any prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, Entrant agrees that, by entering the Contest, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (iii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages

multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

9. Publicity

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

10. General Conditions

Released Parties shall not have any obligation or responsibility, including any responsibility to award any prize to Entrants, with regard to: (a) entries that do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather, scheduling or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Contest or any promotion or prize-related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Contest, or with any Website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest multiple times through the use of multiple social media accounts or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest, including the entire Contest, and/or modify the Contest and/or award the prize from all eligible entries received as of the termination date. If for any reason an Entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Contest. No more than the stated number of each prize will be awarded. This promotion is not sponsored, endorsed, or administered by, or associated with Facebook or Instagram.

11. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrants, or programming associated with or used in the Contest; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error, which may occur in the administration of the Contest or the processing of entries; or (e) 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. If for

any reason an Entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Contest. No more than the stated number of prizes will be awarded. If, for any reason, the Contest cannot be executed as planned, including, but not limited to, any governmental order, *force majeure*, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Contest and, if terminated before the original end date, to select the winners from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination.

12. Disputes

Except where prohibited by law, as a condition of participating in this Contest, Entrant agrees that **(1) any and all disputes and causes of action arising out of or connected with this Contest, including but not limited to prize awarded, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and Entrant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.**

13. Entrant's Personal Information and Newsletter

Information collected from each Entrant is subject to the Sponsor's Privacy Policy, which is available at <http://www.devacurl.com/terms-conditions/privacy-policy.html>.

14. Contest Results and Questions

For Contest results, send a self-addressed stamped envelope to DevaCurl #CURLNECTION Instagram Contest c/o DevaCurl, 75 Spring Street, 4th Floor, New York, NY 10012. Requests for Contest results must be received by the date that is sixty (60) days after the conclusion of a Contest Period.

For **questions**, send an email to social@devacurl.com