

DEVACURL ONE WASH CHALLENGE SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE. VOID OUTSIDE THE CONTIGUOUS U.S. AND WHERE PROHIBITED BY LAW.

1. Eligibility.

The #DevaCurlOneWashChallenge Sweepstakes (“Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old or the age of majority in the jurisdiction of his/her primary residence, whichever is older, at the time of entry. Proof of residence and age may be required. Void where prohibited by law. Employees of Sponsor, or any of its or their respective parent(s), subsidiaries, affiliates, advertising agencies, suppliers, or any other company or individual involved with the design or production of the Sweepstakes, and their immediate family (spouse, parents and stepparents, siblings and stepsiblings, and children and stepchildren) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. For the avoidance of doubt, if you are employed by a retailer or distributor of Sponsor’s products, you are eligible to participate. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon selected Entrant fulfilling all requirements set forth herein.

2. Sponsor.

Deva Concepts LLC d/b/a DevaCurl, 75 Spring Street, 4th Floor, New York, NY 10012 (“DevaCurl” or “Sponsor”).

3. Sweepstakes Entry Period.

The Sweepstakes entry period starts on March 30, 2022 at 12:00 a.m. Eastern Time (“ET”) and ends June 30, 2022 at 11:59 p.m. ET (the “Sweepstakes Entry Period”). The Sweepstakes Entry Period will be divided into weekly and monthly entry periods (“Weekly Entry Period,” and “Monthly Entry Periods” respectively), with a Weekly Entry Period beginning on Wednesday and ending on the following Tuesday, except with respect to the last Weekly Entry Period which will begin on Wednesday and end on the following Thursday; and Monthly Entry Periods beginning on the first day of the month and ending on the last day of the month, except with respect to the first Monthly Entry Period which will start on March 30, 2022 and end on April 30, 2022. Entries received outside the Sweepstakes Entry Period will be void. Sponsor is the official time keeper for this Sweepstakes.

4. How to Enter the Sweepstakes.

During the Sweepstakes Entry Period, there are two (2) ways to enter:

1) Take the One Wash Challenge: To enter the Sweepstakes, an eligible person (“Entrant”) should use CurlBond Mask on their hair and then must (a) take a photo of the results, (b) follow and tag @DevaCurl; and (c) share the photo of the results on Instagram with #DevaCurlOneWashChallenge (“Results Entry”). Packets containing CurlBond Mask are available at select retailers and distributors, and may be purchased on Amazon.com; however, no purchase is necessary to enter the Sweepstakes.

2) Non-Challenge Entry: To enter without taking the #DevaCurlOneWashChallenge, send an email to onewashchallenge@devacurl.com with the following: name, date of birth, address, and tell us about your favorite Deva Curl products.

You must have an Instagram account to enter via this method and your account must be set to “public” in order for your Results Entry to be eligible. You can modify your account settings after the winner(s) has been announced. Potential winners may be required to show proof of being the authorized account holder of the Instagram account associated with the Results Entry. Establishing an Instagram account is free. All Instagram terms apply.

Requirements of Results Entries: Results Entry must be true, verifiable, and represent Entrant’s actual experiences and beliefs. Results Entry must be entrant’s own work product and may not have been previously published.. Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is digitally altered and/or does not show the actual results of use of the CurlBond Mask ;
- makes any claims about the CurlBond Mask or any other Sponsor product;
- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission, to the extent permission is necessary;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including quotes or words of others, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission,

to the extent permission is necessary;

- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

Sponsor, in its sole discretion, may disqualify your Results Entry for any reason, including if it determines that your Results Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content.

Maximum Number of Sweepstakes Entries. There is no limit on the number of entries during the Sweepstakes Entry Period per person; however, there is a limit on the number of prizes to be awarded per person (see below) and any entry submitted by an Entrant must be substantially different than any other entry submitted by that same Entrant, as determined by Sponsor in its sole discretion.

5. Sweepstakes Winner Selection.

Drawing Dates: Weekly Entry Period Drawings: Weekly Entry Period Drawings for one (1) Weekly Prize winner per Weekly Entry Period will take place on or about the Friday following the end of the applicable Weekly Entry Period. **Monthly Entry Period Drawings:** Monthly Entry Period Drawings for one (1) Grand Prize winner per Monthly Entry Period will take place on or about three days following the end of the applicable Monthly Entry Period.

On the Drawing Dates, Sponsor will select one (1) entry in a random drawing from among all valid entries received for the applicable drawing. Potential Prize winner(s) will be contacted by direct message, approximately two (2) business days after the Drawing Dates. Failure to respond to the initial verification contact within three (3) business days of notification may, in Sponsor's sole discretion, result in disqualification and a new potential Prize Winner may be selected by Sponsor from all remaining eligible entries. Odds of winning the prize depend on the number of eligible entries received for the applicable drawing. Nonwinning entries from one drawing will carry forward into subsequent drawings.

6. Prizes.

Limit one (1) Weekly Prize and one (1) Grand Prize per person.

Grand Prize (3) (one (1) per Monthly Entry Period): Prize includes (i) DevaCurl Haircare Products of winner's choice, up to \$200, (ii) DevaCurl NYC Broome Street. salon ("Salon") Services (DevaCut and CurlBond Pro treatment), and (iii) DevaCurl Swag (a \$23.00 value). Approximate Retail Value ("ARV"): \$498 each. Travel is not included to/from the Salon. If a Grand Prize winner cannot visit Salon in person, a thirty (30) minute virtual consultation will be substituted; however, no additional prize will be provided for difference in prize value.

Weekly Prizes ((12) one (1) per Weekly Entry Period): Prize package includes: (i) DevaCurl Haircare Products of winner's choice, up to \$200, (ii) a thirty (30) minute Virtual Consultation with a DevaCurl Stylist to be determined by Sponsor, and (iii) DevaCurl Swag (a \$23.00 value). Approximate Retail Value ("ARV"): \$273.00 each.

Total ARV of all prizes: \$4,770.

All federal, state and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of the Verified Prize Winner(s). Prizes are nontransferable and may not be substituted or redeemed for cash by Prize Winner(s). Sponsor reserves the right to substitute any Prize(s), in whole or in part, for one of equal or greater value. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. All prize details are at Sponsor's sole discretion.

7. Verification of Potential Prize Winner(s).

POTENTIAL PRIZE WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, IN ITS SOLE DISCRETION, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. Any potential prize winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential prize winner(s) may be required to execute and return to Sponsor for its receipt within five (5) business days of notification, an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") in order to claim his/her prize. Sponsor may, but is not obligated to, exercise its rights under such Affidavit. In the event: (a) potential prize winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential prize winner notification or Affidavit is returned as undeliverable; (b) potential prize 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 prize winner is found to be ineligible to enter the Sweepstakes or receive the prize, (e) potential prize winner cannot or does not comply with these Official Rules, or (f) potential prize winner fails to fulfill the Affidavit-related obligations, the potential prize winner shall be disqualified from the Sweepstakes and an alternate potential prize 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 prize 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 and/or its designee(s) which are binding and final in all matters relating to this Sweepstakes; (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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, 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 Sweepstakes, 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, participation in the Sweepstakes constitutes each prize winner’s consent to Sponsor and its agents to use and/or publish winner’s full name, city and state/province/territory of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), including without limitation winner’s Instagram user name and profile photo, and/or statements made by winner regarding the Sweepstakes 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. Use Of Results Entries.

By submitting a Results Entry, each Entrant waives all moral rights in and to the Results Entry and grants to Sponsor and its licensees, successors, designees, and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the Results Entry and all elements of such Results Entry, together with any other material, and the entrant’s full name, city and state/province/territory of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), including without limitation Entrant’s Instagram user name and profile photo, and/or statements made by Entrant regarding the Sweepstakes or Sponsor, in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission

from, Entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Entrant agrees that, if required by Sponsor, he/she will sign documents to this effect. Released Parties are not responsible for any unauthorized use of Results Entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

11. General Conditions.

Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

12. 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 Sweepstakes; (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 Sweepstakes; (d) technical or human error, which may occur in the administration of the Sweepstakes 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 Sweepstakes 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 Sweepstakes. No more than the stated number of prizes will be awarded. If, for any reason, the Sweepstakes cannot be executed as planned, including, but not limited to, any governmental order, force majeure, supply chain disruptions, 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 Sweepstakes, or if the Sweepstakes 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 Sweepstakes and, if terminated before the end of the Sweepstakes Entry Period, to select the prize winner(s) for the drawing(s) at issue from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination or as otherwise deemed fair and appropriate by Sponsor.

13. Disputes.

Except where prohibited by law, as a condition of participating in this Sweepstakes, each Entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, 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 JAMS and held at the JAMS 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 Sweepstakes), and Entrant further waives all rights to have damages multiplied or increased. Entrants further agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prize awarded shall be resolved individually, without resort to any form of class action. 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 Sweepstakes, 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.

14. 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>.

15. Sweepstakes Results.

For Sweepstakes results, send an email to onewashchallenge@devacurl.com. Requests for the Winner's List must be received by Sponsor within 60 calendar days after the end of the Sweepstakes Entry Period.

Questions?: Please email us at onewashchallenge@devacurl.com.

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