

# **GOLDWELL STYLING SIGN YOUR LOOK! CONTEST**

## **OFFICIAL RULES AND REGULATIONS**

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **Eligibility.** The “Goldwell Styling Sign Your Look! Contest” (“Contest”) is open only to cosmetologists licensed and in good standing in North America at the time of entry. Entrants must be at least twenty-one (21) years old and legal residents of the fifty (50) United States, the District of Columbia or Canada at the time of entry. The general public and employees, officers, directors and their immediate family members and household members, whether or not related, of KPSS, Inc. (“Sponsor”) and its parent companies, affiliates, franchisees, licensees, distributors, suppliers, subsidiaries, retailers, and advertising and promotion agencies are not eligible to enter the Contest. Goldwell Technical Associates, North American Guest Artists, Style Council Trainers and Full Time Educators may enter the contest. For purposes of the Contest, “immediate family members” means parents, spouses, children, siblings and grandparents, regardless of where they reside. Winning a prize is contingent upon fulfilling all requirements set forth herein. This Contest is subject to all applicable federal, state and local laws and regulations. **VOID WHERE PROHIBITED.**

2. **Contest Period.** The Contest begins on August 15, 2009 and ends on October 15, 2009. All entries must be postmarked no later than October 15, 2009. All entries received after October 15, 2009 will not be included in the Contest. Proof of entry submission will not be deemed proof of receipt by Sponsor. Sponsor is not responsible for entries that are lost, late, incomplete, invalid, unintelligible or misdirected or misrouted. All such entries will be disqualified.

3. **What to do to Enter.** Create a unique look for one of the six (6) Goldwell Styling products Segments: Natural, Volume, Straight, Curl, Wild and Styling Brilliance using only Goldwell color and Styling products and photograph it. You must use at least one Goldwell Styling product from the Segment in which you are competing to create the look, although Goldwell products from other Segments can also be used.

The subject of your photograph shall be a male or female model, fully clothed and photographed from the waist up, who is at least eighteen (18) years of age or older at the time the photograph was taken. The focus of the photograph shall be on the model’s hair, and the model’s hairstyle and color must be easy to identify from the photograph. Black and white photographs, Polaroids and digitally or otherwise enhanced or altered photographs will not be accepted by Sponsor. You must secure a model release from the subject of the photograph or, in the case of a minor model, the subject’s parent or guardian and provide it to Sponsor upon request. Sponsor recommends using blank background for your photograph, i.e. solid color sheet or board.

The look presented in the photograph must be the entrant’s own original creation, must be executed solely by the entrant, may not have been entered in any other contest or won any other award, may not have been published previously, and may not be subject to any rights of any other parties. Any such use of the photograph shall be cause to immediately disqualify photograph from this KPSS Sponsored contest. Entrant unconditionally assigns and transfers to Sponsor all rights, title and interest which it now has or may in the future have to the photograph. Sponsor shall have the sole discretion and right to use, assign, edit, modify or dispose of the

photograph however it sees fit without paying any additional consideration to or seeking the approval of entrant. All photographs and entry forms are the sole property of Sponsor and shall not be returned to the entrant. Therefore, entrants should retain a copy of their photograph(s) and entry forms for their records, if a copy is so desired by entrant.

4. **Entering the Contest.** Entrants may enter the Contest in up to all six (6) categories. To re-cap; the categories are the six (6) Goldwell Styling products Segments: Natural, Volume, Straight, Curl, Wild and Styling Brilliance. To enter the Contest, please:

- a. Obtain an entry form from your Distributor Sales Consultant or at [www.goldwell-northamerica.com/site/products/styling/styling/sign-your-look-contest](http://www.goldwell-northamerica.com/site/products/styling/styling/sign-your-look-contest) (the "Contest Website");
- b. Complete the form with all required information; and
- c. Mail the completed form along with one (1) beauty photograph adhering to international standards (measuring no less than 6 inches by 6 inches and no greater than 8 inches by 10 inches) ("Beauty Photograph") and one (1) CD containing a color photograph with 300 dpi resolution ("CD") of your look to: Styling Sign Your Look! Contest, KPSS, Inc., 981 Corporate Blvd., Linthicum Heights, MD 21090.

You must complete and submit an entry form, one (1) Beauty Photograph and one (1) CD for each Goldwell Styling product Segment you enter.

By entering the Contest, entrants represent and warrant that their photograph and all elements thereof satisfy these Official Rules. Sponsor, in its sole discretion, may remove any photograph and disqualify any entrant from the Contest if it believes, in its sole discretion that the photograph fails to conform to these Official Rules. **LIMIT ONE (1) ENTRY PER PERSON PER SEGMENT.**

5. **Judging.** An independent panel of judges ("Judges") will review each eligible entry and determine, in its sole discretion, one (1) winner for each Segment. Submissions will be judged on the following criteria: achieving the most creative look that best relates to the chosen Styling Segment, appearance and attractiveness of the hairstyle, harmony of cut and style and aesthetics of the photograph (collectively, "Judging Criteria"). The highest scoring photograph in each Segment will be designated the potential Segment Winner. In the event of a tie, all tied entries will be re-judged by Lynette Asson, Sr. Academy Manager, KPSS, who, using the Judging Criteria, will break the tie. All decisions by the Judges on matters relating to the Contest are final and binding.

6. **Notifying Potential Prize Winners.** All prize winners will be notified between October 22, 2009 and November 6, 2009 by telephone. All prize winners will be required to execute and return to Sponsor, within ten (10) days of the date of the notice, an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") to claim their prize. If a potential winner cannot be contacted, fails to execute and return the Affidavit within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. If a potential winner is disqualified for any reason, the entrant whose photograph received the next highest score from the Judges will be deemed the potential Segment Winner. Except where prohibited by law, acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor may irrevocably and in perpetuity use throughout the world the winner's name, city,

state, likeness and/or prize information in connection with the Contest and to promote, advertise and market Goldwell Styling products for any and all purposes, without compensation or notice to, or further consent of, the winner.

7. **Prizes.** \$500USD for each winning photo. The winner of each Segment and their styling creations will be featured in the Goldwell SALON Alliance E-blast, in Goldwell online magazine and on Goldwell's Facebook page in November 2009. Total approximate retail value of all prizes is \$4,000USD. Sponsor reserves the right to choose fewer prize winners if, in Sponsor's sole discretion, it does not receive a sufficient number of eligible and/or qualified entries in each Segment. All prizes are non-transferable, and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value if a prize becomes unavailable for any reason. All federal, state and/or local taxes are the sole responsibility of each winner.

8. **Other Terms and Conditions.** All federal, state and local laws and regulations apply. By entering the Contest, entrants accept the conditions stated in these Official rules, agree to be bound by the decisions of the Judges and the Sponsor, and warrant that they are eligible to participate in this Contest. By entering the Contest, entrants also grant Sponsor and its assigns the right and permission to use the name, picture, voice, likeness, biographical data, photograph, testimonial or other likeness and/or prize information or personal exposition (and/or any edited portion thereof), and/or any information contained in the entrant's Submission for promotional, advertising, and/or publicity purposes in any media, now or hereafter known, throughout the world in perpetuity, without compensation or notice to, or further consent of, the entrants to the extent permitted by law. Sponsor also reserves the right, in its sole discretion, to cancel, terminate, suspend and/or modify the Contest, or any part of it, including these Official Rules, at any time, for any reason, without notice and not award prizes if any infection, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond Sponsor's control, affects the integrity or the ability of the Contest to run as planned. Sponsor reserves the right, in its sole discretion, to disqualify any individual who engages in or attempts any such activity or who violates these Official Rules.

9. **Limitation of Liability.** Sponsor and its respective parents, subsidiaries and affiliates and each of their respective officers, directors, shareholders, agents and employees, and any Internet access providers are not responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Contest Website, problems uploading or downloading any Contest-related material from the Contest Website, late, lost, damaged, misdirected, incorrect or incomplete entries or errors in any Contest-related materials or these Official Rules.

10. **Release.** BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR AND ITS PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, AGENTS, ADVERTISING, PROMOTION AND PUBLIC RELATIONS AGENCIES AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH (COLLECTIVELY, "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY AND DAMAGES OF ANY KIND, INCLUDING ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, MISUSE OR USE OF ANY PRIZE OR WHILE PREPARING FOR OR

PARTICIPATING IN ANY CONTEST-RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE CONTEST, INCLUDING THESE OFFICIAL RULES. ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

11. **Disputes.** By entering this Contest, entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the State of Maryland having competent jurisdiction, which Court shall apply the laws of the State of Maryland, without regard to any conflict of law principles. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and 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, and entrant further waives any right to have damages multiplied or otherwise increased. Invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

12. **Privacy.** The information entrants submit will be available to Sponsor for use by the Sponsor in its sole discretion, and such uses are governed by Sponsor's privacy policy, which can be found at [www.goldwell-northamerica.com/site/privacy-policy/](http://www.goldwell-northamerica.com/site/privacy-policy/)

13. **Winner List.** You may obtain the names of the prize winners by sending a self-addressed stamped envelope by **November 30, 2009** to Styling Sign Your Look! Contest, c/o KPSS, Inc., 981 Corporate Boulevard, Linthicum Heights, MD 21090.

14. **Sponsor.** KPSS, Inc., 981 Corporate Boulevard, Linthicum Heights, MD 21090.

15. **How to Contact Sponsor.**

By email: [answers@kpss-hair.us](mailto:answers@kpss-hair.us)

By telephone: 1-800-333-2442

By mail: Styling Sign Your Look! Contest  
981 Corporate Boulevard  
Linthicum Heights, MD 21090

**GOLDWELL STYLING  
SIGN YOUR LOOK! ENTRY FORM**

Styling Segment: \_\_\_\_\_

All Products used: \_\_\_\_\_

Styling Technique / Tips for the look (describe how you achieved this look):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone Number (best number to reach you): \_\_\_\_\_

E-mail address: \_\_\_\_\_

Salon Name: \_\_\_\_\_

Where you are licensed, Cosmetology License No(s)., and Expiration Date(s): \_\_\_\_\_

Are you a Goldwell employee or Affiliate? YES or NO (please circle)

If yes, what's your title \_\_\_\_\_?

**By submitting this Entry Form Entrant acknowledges and agrees to comply with The Goldwell Styling Sign Your Look! Official Rules.**

**All entries must be received on or before October 15, 2009.**

**Send your entry to:**

Styling Sign Your Look! Contest

KPSS, Inc.

981 Corporate Blvd.

Linthicum Heights, MD 21090

July 29, 2009