

The Professional Beauty Association (“Sponsor”) is conducting a photo Contest using Instagram (“Contest”).

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

1. Eligibility: The Contest is open only to beauty professionals licensed in the United States, who have public Instagram profiles, are 18 years of age or older as of the date of entry, are legal residents of the United States, and comply with the Contest entry rules (“Contestant”). Employees of Professional Beauty Association and their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, Contestant fully and unconditionally agrees to these Rules. Contestant represents and warrants that Contestant meets the eligibility requirements set forth herein. In addition, Contestant agrees to accept the decisions of Professional Beauty Association as final and binding as it relates to the Contest.

3. How to Enter: In order to enter the Contest, Contestant must post a photo using Instagram. The caption of the Instagram post must contain the tag #NAHAMoment2021 and #Iamlicensed. Any photos posted for entry must have been taken in 2020 or 2021. The entry must fulfill all Contest requirements, as specified herein, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications are subject to disqualification at the sole discretion of Professional Beauty Association. Contestant may enter only once and Contestant must include all information required herein. Contestant may not enter more times than indicated by using multiple Instagram accounts, identities or devices in an attempt to circumvent the rules. If Contestant uses fraudulent methods or otherwise attempts to circumvent the rules, Contestant’s submission may be removed from eligibility at the sole discretion of Professional Beauty Association.

4. Contest Period: Entries will be accepted online starting on January 3, 2020 and the Contest ends on January 13, 2020. Contestant must post all entries on Instagram by January 13, 2020 at 11:59PM MST.

5. Prizes: Contest finalists will be announced on Sponsor’s social media outlets. The winner will be announced at NAHA and Winner will receive a trophy honoring their achievement. Sponsor shall determine all details related to the prize at its sole discretion. The prize will have no cash value and no cash or other prize substitution is permitted, except at Sponsor's discretion. The prize is non-transferable. Any prize-related expenses, including without limitation all federal, state, and/or local taxes shall be the sole responsibility of the winner. By posting a photo on Instagram in compliance with Contest rules, and entering the Contest, Contestant represents, warrants and agrees: 1) that Contestant has the right to use the photo and the name and likeness of any third-party in the photo and 2) that the Professional Beauty Association has the right to use the photo, the Contestant's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received. The Professional Beauty Association will award the Prize to 1 Contestant.

7. Finalists selection and notification: Finalists of the Contest will be selected via panel of judges selected by the Professional Beauty Association. Finalists will be judged on creativity, originality and technical execution. Finalists will be notified via direct message on Instagram via the Instagram account they enter with by or before May 24, 2021. Professional Beauty Association shall have no liability for a finalist's failure to receive notices due to finalist's security settings or for finalists' provision of incorrect or otherwise non-functioning contact information. If the selected finalist cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate finalist selected.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by Contestant: By entering this Contest, Contestant understand that Sponsor, anyone acting on behalf of Sponsor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, Contestant's entry, including, without limitation, the entry and Contestant's name, portrait, picture, voice, likeness, image or statements about the Contest and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a 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, Professional Beauty Association may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Professional Beauty Association. Professional Beauty Association reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions.

Professional Beauty Association has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to; multiple entries from the same user from Instagram accounts; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Professional

Beauty Association reserves the right to seek damages from any such person to the fullest extent permitted by law.

10. Limitation of Liability: By entering Contestant agrees to release and hold harmless Professional Beauty Association and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness,

injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS SWEEPSTAKE IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND ARIZONA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant 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 Arizona having jurisdiction. 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, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Professional Beauty Association Web Site. To read the Privacy Policy, click [here](#).

13. Finalists List: To obtain a copy of the winner's name or a copy of these Official Rules, mail Contestant's request along with a stamped, self-addressed envelope to Professional Beauty Association, 7755 E Gray Rd, Scottsdale, AZ 85260, United States of America. Requests must be received no later than January 31st, 2019.

14. Sponsor: The Sponsor of the Sweepstakes Professional Beauty Association, 7755 E Gray Rd, Scottsdale, AZ 85260, United States of America.