

## **PROM-ISH PHOTO CONTEST TERMS AND CONDITIONS**

Post photos of your best special occasion style inspired by this year's Prom-ish collection looks. It's a great way to show the world the amazing talent of Paul Mitchell Schools' Future Professionals and inspire guests to schedule an appointment!

This contest is a perfect opportunity to practice your styling skills, photographing your work and promoting yourself on social media. Plus, you could win one of these great prizes!

### **GRAND PRIZE**

**2 Future Professionals will win:** A trip to Las Vegas and event ticket to attend John Paul Mitchell Systems® Gathering 2020.

### **.JUDGES' CHOICE**

**10 Future Professionals will win:** Neuro® Angle 1" Styling Rod

**4 Future Professionals chosen through weekly random drawings (1 per week) will win:** Neuro® Angle 1" Styling Rod

The approximate value of the Grand Prize trip is \$1,500, but will vary depending on individual airfare and transportation costs.

To enter, create and submit a photo of your original prom or wedding look between March 30, 2020 and April 17, 2020. To submit your photo, upload it to Instagram using the hashtag #PMTSPromish20.

A panel of John Paul Mitchell Systems Artistic Directors will select a group of winners and finalists based on creativity and technical execution. The winners and finalists will be announced on May 6, 2020 through the following outlets:

- Plugged IN
- Email to all school directors
- Instagram @paulmitchell.edu
- The HUB – Marketing>Campaigns>2020>March/April>Product and Service

All entries must be submitted by Future Professionals who are currently enrolled at a Paul Mitchell School.

See Official Rules.

### **OFFICIAL RULES**

#### **Eligibility:**

NO PURCHASE NECESSARY. To be eligible to win, all entries must be submitted by Future Professionals who are currently enrolled at a Paul Mitchell School.

Employees, agents or officers of Paul Mitchell Advanced Education (“PMAE”), John Paul Mitchell Systems (“JPMS”), or any entity involved in the development, production, implementation and distribution of the Contest, including any advertising or promotion agency, supplier of prizes for the Contest, parent company, service provider, subsidiary or affiliate of any such entity or any other entity directly associated with the Contest (hereinafter the "Contest Entities"), or any member of the immediate family of and/or person living in the same household as such person, are ineligible to enter the Contest. The contest is void where prohibited by law. We reserve the right to remove photos that do not meet the requirements and/or are deemed inappropriate or unlawful.

### **Entries:**

By entering, entrants agree to be bound by the decisions of the judges and these Official Rules and to comply with all federal, state, and local laws and regulations. PMAE those working for or on behalf of PMAE, JPMS and those working for or on behalf of JPMS will not be responsible for lost, late, misdirected, and/or damaged or postage due mail or e-mail, or for Internet, computer hardware and software, phone and other technical errors, malfunctions and delays. Entries that are mutilated, incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Rules are also void. Entries will be void if PMAE and/or JPMS deems them to be patently offensive or if they contain profanity, violence or nudity, or which, in the judgment of its attorneys, might subject PMAE and JPMS or its licensees to unfavorable regulatory action, violate any law, infringe the rights of any Person, or subject PMAE and JPMS or its Licensees to liability for any reason.

PMAE and JPMS reserve the right to disqualify persons found tampering with or otherwise abusing any aspect of this contest as solely determined by the company. In the event the contest is compromised by tampering or other causes beyond the reasonable control of which corrupts or impairs the administration, security, fairness or proper operation of the Contest, PMAE and JPMS reserve the right at their sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, PMAE and JPMS reserve the right to award prizes based on the entries received before the termination date.

Each photo submission must be wholly original and created entirely by the entrant, and it must not incorporate or include anything that is owned by any third party, and your submission must not violate any law or the copyright, trademark, publicity right, privacy right or any other right of any third party.

### **How to Enter:**

Future Professionals will submit photo(s) of their look(s) through their Instagram account using #PMTSPromish20 Please note that their photo will only be eligible for entry if the account is set to public, and if the model featured in the entry has signed the "Image Release Form" provided on the contest landing page or by your school.

Winners will be selected by the JPMS panel of judges (based on creativity and technical execution) from the posted entrant photos.

Photos will be accepted starting 12:00 AM PST on March 30, 2020. The contest ends at 11:59 PM PST on April 17, 2020. Winners will be announced May 6, 2020.

- Plugged IN
- Email to school directors
- Instagram @paulmitchell.edu
- The HUB – Marketing>Campaigns>2020>March/April>Product and Service

### **Contest Prize(s):**

Two (2) Future Professional Grand Prize Winners and ten (10) Future Professional Judges' Choice Winners will be selected by a panel of JPMS Artistic Directors. Entries selected will be judged on the quality of the style. Additionally, 4 Winners will be chosen through weekly random drawings (1 per week)

### **The Grand Prize:**

Two (2) Future Professional Grand Prize Winners will be selected by a panel of JPMS Artistic Directors for a trip to Las Vegas and to attend John Paul Mitchell Systems® Gathering 2020.

The trip includes round trip airfare to Las Vegas, lodging for two (2) nights, and \$200.00 spending money. The value of the Grand Prize is approximately \$1,500.00, but it will vary due to the difference in airfare travel costs. Taxes, fees and all other charges, if any, are the sole responsibility of Winner(s).

Winners may be eligible to have their picture posted to any Paul Mitchell School web or social Internet site if Paul Mitchell Schools and John Paul Mitchell Systems decide, at their sole discretion, to post such picture(s) selected by both Paul Mitchell Schools and John Paul Mitchell Systems, but Paul Mitchell Schools and John Paul Mitchell Systems are under no obligation to use the winning entries for any purpose. By accepting the prize, each Winner releases and discharges Paul Mitchell Schools, JPMS affiliated companies and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all of their respective employees, officers, directors, representatives and agents from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in this Contest. Prizes are not redeemable for cash or substitutable for any other item by Winner. Paul Mitchell Schools and John Paul Mitchell Systems reserve the right to substitute a comparable prize of like or greater value for any prize for any reason.

### **Participant Winners– Four Randomly Selected (4) Winners:**

Neuro® Angle 1" Styling Rod

Selection of Participant Winner(s)/Prize(s)

Future Professional submissions using the contest hashtags will be submitted into a random drawing to be conducted by the PMAE and JPMS panel of judges. Entries can take up to 48 hours to go through the moderation process. Entries must be received by April 17, 2020 to qualify. Prize value is \$86.99 stylist/salon cost.

### **Judges' Choice Winners – Ten (10) Future Professional Winners:**

Neuro® Angle 1" Styling Rod

Selection of Participant Winner(s)/Prize(s)

Future Professional submissions using the contest hashtags will be submitted into a random drawing to be conducted by the PMAE and JPMS panel of judges. Entries can take up to 48 hours to go through the moderation process. Entries must be received by April 17, 2020 to qualify. Prize value is \$86.99 stylist/salon cost.

### **Judges' Choice Selection:**

The panel of judges will select ten (10) Future Professionals winning contestants and two (2) Grand Prize-Winners at its sole discretion. Contest entries will be judged on the following criteria:

- The overall prom and/or wedding look's creativity and technical execution
- Both models and/or doll heads may be used. Models must sign the "Image Release Form" which is available on the contest landing page or provided by the school.

If, for reasons beyond the Sponsor's control (including, but not limited to, tampering or computer virus infection), the Contest is not capable of running as originally planned, the Sponsor, at its sole discretion, reserves the right to cancel or modify the Contest, without liability. All taxes (including, but not limited to, income taxes) are the sole responsibility of the Winners. Prize Winners (and parent(s) or guardian(s) of prize Winners under 21) may be required to execute (and have notarized) an Affidavit of Eligibility, a Liability Release and Copyright Ownership Agreement, and/or a Publicity Release (the "Affidavit/Release"), which must be returned to and received by Sponsor within five (5) days from Winner's receipt of the Affidavit/Release. Winners will also be required to send a copy of their passport, driver's license or birth certificate as proof of age and residency. Non-compliance with any of these requirements may result in

disqualification, in which case an alternate Winner may be chosen. Return of prize, prize notification or Affidavit/Release as undeliverable will result in disqualification and an alternate Winner may be selected. All entrants agree to comply fully with each provision in these Official Rules. Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Official Rules will be ineligible for any prize(s) and may be prosecuted to the full extent of the law.

### **Winner Notification:**

All Winners will be announced May 6, 2020 as follows:

- Plugged IN
- Email to school directors
- Instagram @paulmitchell.edu
- The HUB – Marketing>Campaigns>2020>March/April>Product and Service

Winners will be contacted via Direct Message on Instagram or notified by telephone, mail, overnight courier and/or e-mail, and will be required to provide a copy of a valid driver's license or photo identification. The identification provided must be identical to the information provided in Winner's Entry or the Winner may be disqualified. If a Winner cannot be contacted, is ineligible, fails to claim a prize, fails to return the completed and executed documents required above, if a prize is returned as undeliverable or if a Winner fails to comply with any of the provisions of these rules, such Winner's prize will be forfeited. If a prize is unclaimed or forfeited, an alternate Winner will be selected at the discretion of PMAE and JPMS. In the event of a tie, the Winner will be chosen at random by PMAE and JPMS.

Winners may be eligible to have their picture posted to any PMAE and JPMS web or social Internet site if PMAE and JPMS decide at their sole discretion to post such picture(s) selected by PMAE and JPMS, but PMAE and JPMS are under no obligation to use the winning Entries for any purpose. By accepting the prize, each Winner releases and discharges PMAE, JPMS, affiliated companies and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all of their respective employees, officers, directors, representatives and agents from any liability or damage due in whole or in part.

### **Our Right to Use Your Work and Information**

(a) Entries and other submitted material become the property of PMAE and JPMS and will not be acknowledged or returned. By submitting an Entry: (a) you represent and warrant that your Entry is wholly original and/or you have complete consent to use any third party information and

your Entry does not violate any copyright, trademark, publicity right, privacy right or any other right of any third party. Entrant is solely responsible for any use of third party images, likeness or information and will not hold PMAE and JPMS responsible for any redistribution of materials; (b) you agree that your Entry shall be a “work made for hire,” with all rights therein, including, without limitation, the exclusive copyright, being the property of PMAE and JPMS; and (c) in the event that your Entry is considered not to be a “work made for hire,” you irrevocably assign to PMAE and JPMS all right, title and interest in your Entry (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade.

(b) By submitting an Entry, you grant to PMAE, JPMS, and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), e-mail address, biographical information, submission/Entry and written or oral statements for advertising and promotional purposes in promoting or publicizing PMAE and JPMS and their products or services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation or right of publicity) arising out of any use, blurring, alteration or use in composite form of your name, picture, likeness, address (city and state), e-mail address, biographical information or entry. The rights granted under this paragraph shall extend to PMAE, JPMS and its affiliated companies with respect to all Entrants in the Contest, including those Entrants who are selected as Winners and those Entrants who are not selected as Winners. PMAE and JPMS is under no obligation to use the winning Entries for any purpose.

(c) The information that you provide in connection with the Contest may be used for internal purposes by PMAE and JPMS, and to send you PMAE emails and other information about PMAE, JPMS and its affiliates, but it will not be provided to third parties without your consent, except as necessary for the administration of the Contest or as required by law or legal process. If you would like your name removed from PMAE and JPMS mailing lists, write to Prom-ish Photo Contest C/O John Paul Mitchell Systems, 1888 Century Park East Ste. 1600, Century City CA. 90067.

### **Issues of Law**

All Federal, state and local laws and regulations are applicable. THE CALIFORNIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF CALIFORNIA SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. The Contest is void where restricted or prohibited by law.

**How to Get More Information.**

Questions regarding the Contest can be directed by mail to the Prom-ish Photo Contest C/O John Paul Mitchell Systems, 1888 Century Park East Ste. 1600, Century City CA. 90067.

This contest and promotion is in no way sponsored, endorsed or administered by, or in association with Instagram. You understand that you are providing your information to Paul Mitchell Advanced Education and John Paul Mitchell Systems and not to Instagram and this contest is not in any manner sponsored, endorsed, administered by, or associated with Instagram. Becoming a fan of the Sponsor on Instagram does not constitute an entry into the contest.

This contest and any entry received on or after April 17, 2020 are null and void, even if the contest is still posted on the website.