

THE AUSTRALIA/NEW ZEALAND GOLDWELL®

COLOR ZOOM CHALLENGE 2019

OFFICIAL RULES

THESE OFFICIAL RULES, INCLUDING INFORMATION ON HOW TO ENTER AND PRIZE DETAILS, APPLY TO THE GOLDWELL® COLOR ZOOM CHALLENGE 2019 (“CONTEST”). ENTRY INTO THE CONTEST IS DEEMED TO BE ACCEPTANCE OF THE OFFICIAL RULES.

IMPORTANT NOTE: For the purpose of these Official Rules, “ANZ” refers to Australia and New Zealand, collectively; “AU” refers to Australia, individually; and “NZ” refers to New Zealand, individually.

1. **Eligibility.** Participation in the Goldwell® Color Zoom Challenge 2019 (“Contest”) is open only to legal residents of Australia and New Zealand, who are at least 18 years old as of date of entry, employed at a salon trading with Sponsor as of the date of entry through the Color Zoom International Competition (defined below), fully licensed as a hairdresser, and satisfy the eligibility requirements for one of the following categories (each a “Category”):

- **GLOBAL CREATIVE ARTIST:** This Category is open to all eligible stylists who have more than five years professional experience as a fully licensed hairdresser (excluding the apprenticeship) as of the date of entry.
- **GLOBAL NEW TALENT:** This Category is open to all eligible junior stylists who have less than five years professional experience as a fully licensed hairdresser (excluding the apprenticeship) as of the date of entry.

Employees, officers and directors of Kao Australia Pty. Ltd. and Kao New Zealand Pty Ltd. (collectively, “Sponsor”), and their parent company, subsidiaries, affiliates, partners, retailers, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Only individuals can enter the Contest in their own name. Entries from teams, companies or groups are not permitted. Sponsor reserves the right to disqualify any entry, for whatever reason, including, but not limited to, a perceived or actual conflict of interest. Winners of the International Color Zoom Competition (defined below) are not eligible to enter for 2 years after winning.

2. **Start/End Dates.** Entry period begins at 09:00am Australian Eastern Standard Time (“AEST”) February 1, 2019 (11:00 am New Zealand Standard Time “NZST”) and ends at 05:00pm AEST on May 31, 2019 (7:00pm “NZST”) (“Contest Entry Period”).

3. **How to Enter.** To enter the Contest, eligible entrants should (i) be inspired by the REMIX trend as described at www.colorzoom.com; (ii) develop entrant’s own interpretation of the REMIX trend and own unique color technique; (iii) choose a suitable model (“Model”) and appropriate style; and (iv) take

a photo ("Photo") of Model's hairstyle which reflects the REMIX trend but does not copy the GOLDWELL® Color Zoom Collection 2019; and (v) go to www.goldwell.com.au/color-zoom, read the Official Rules, and follow the prompts to enter via the website. The Photo submission must comply with the following Contest guidelines ("Contest Guidelines"):

- The color creations must be done with GOLDWELL products only, e.g. Topchic, Colorance, Nectaya, @Pure Pigments and/or Elumen. In all Categories, hair can be lightened and bleached with GOLDWELL products, e.g. Topchic HiBlondes Control, SilkLift and Oxycur Platin.
- No extensions, hair pieces or wigs are allowed.
- Hairstyle and color must be in focus and easy to identify on the Photo.
- No full body Photos, show maximum up to chest.
- Models can be male or female models but must be aged 18 years or older at the time the Model's hair is colored and styled and at the time the Photo is taken.
- Full color photos only, no black and white photos.
- No Polaroid photos.

All entries must be submitted and received by **May 31, 2019**.

All entry information and Photos shall be collectively referred to herein as the "Submissions" or each as a "Submission." All Submissions must comply with the Contest Guidelines above and Contest Restrictions (as defined below), as determined by Sponsor in its sole and absolute discretion. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the judging criteria as set out in paragraph 7 of these Official Rules.

By entering, each entrant warrants and represents the following with respect to his/her Submission: (a) entrant is the sole and exclusive owner of the Submission and the Submission is entirely the entrant's own work; (b) the Submission will not infringe on any rights of any third party, including but not limited to copyright, trademark, privacy, publicity and/or any other intellectual property right; (c) the Submission complies with the Contest Guidelines and Contest Restrictions (defined below); and (d) the Submission (or any part thereof) has not been submitted previously in a contest or promotion of any kind, won any kind of award and/or been exhibited or displayed publicly through any means.

Entrant must have permission from the Model appearing in the Submission to use Model's name, photo, image and other likeness in the Submission for purposes of this Contest. If requested by Sponsor, entrant must be able to provide such permissions in a form acceptable to Sponsor.

Limit one (1) Submission per person, regardless of method of entry or Category. More than one employee per salon can enter the Contest but only one coloring technique/one entry per employee is permitted. All entries, including Submissions, become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged and Submissions will not be returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected,

technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof that a Submission has been posted will not be deemed to be proof of receipt by Sponsor. Submissions will be accepted at the time of receipt and not at the time sent by the entrant.

4. Submission Content Restrictions: By entering the Contest, each entrant agrees that his or her Submission conforms to the Submission Content Restrictions as defined below (collectively, the “Contest Restrictions”) and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant’s Submission fails to conform to these Contest Restrictions:

- The Submission must not contain material that violates or infringes another’s rights, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor, any other person or party affiliated with the promotion and administration of this Contest, or competitors of Sponsor;
- The Submission must not contain brand names or trademarks of any entity (including, but not limited to, those of any Competitor) other than the Sponsor’s Marks (defined below), which entrant has a limited license to use for the sole purpose of creating and uploading a Submission in this Contest;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Entrants acknowledge that other entrants may have used ideas and/or concepts in their Submission that may have similarities to ideas or concepts included in entrant’s Submission, and entrants understand and agree that they shall not in any way be entitled to any compensation because of any such similarities. Sponsor’s decisions are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules, and no correspondence will be entered into.

5. Ownership: All Submissions will become the exclusive property of Sponsor, and none will be acknowledged or returned, except in the Sponsor’s sole and absolute discretion. Sponsor and its affiliates (collectively, “Kao Group”) shall have the right to edit, adapt, reproduce, communicate and publish or not publish any or all of the Submissions, and may use them in any media, including social media, without attribution or compensation to the entrant, his/her successors or assigns, or any other entity. ENTERING THIS CONTEST CONSTITUTES ENTRANT’S IRREVOCABLE ASSIGNMENT, CONVEYANCE AND TRANSFERENCE TO SPONSOR OF ANY AND ALL RIGHTS, TITLE AND INTEREST IN THE SUBMISSION

OR ANY DERIVATIVE WORKS CREATED USING THE SUBMISSION INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS, INCLUDING COPYRIGHTS. Each entrant waives and releases the Sponsor from any and all claims that he/she may now or hereafter have in any jurisdiction based on “moral rights” or “droit moral” with respect to Sponsor’s use and exploitation of his/her Submission. Each entrant also unconditionally and irrevocably consents to any act or omission by the Sponsor and any of its affiliates that would otherwise infringe his/her moral rights and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given. Entry hereby agrees that entrant will not use, publish, or submit the Submission for participation in any other contest or make the Submission available to any third party for use or publication of any kind. Entrants are permitted to use their Photo for social media communication AFTER the announcement of the National Grand Prize Winners in their country, but not at any earlier time.

Sponsor grants eligible entrants a limited, revocable, non-sublicensable, licence to use Sponsor’s name, trademarks and logos (collectively, “Sponsor’s Marks”) for the sole purpose of creating and submitting the Submission for review and assessment in this Contest. Entrants are not permitted to make any further use of Sponsor’s Marks for any purpose whatsoever. In addition, entrants recognize that all right, title, and interest in Sponsor’s Marks as well as all derivative works created using Sponsor’s Marks shall vest exclusively to the Sponsor, and entrant agrees that he/she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor’s Marks except for the limited license granted to entrant in these Official Rules is transferred or created. Each entrant further acknowledges and agrees he/she shall do nothing to challenge the validity or enforceability of, or otherwise interfere with, Sponsor’s Marks in any forum. Entrants agree that the use of Sponsor’s Marks is permitted only for the purpose of making a Submission for entry in this Contest, and that any use of Sponsor’s Marks (whether in the Submission or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

6. Independently Developed Submissions. Each entrant understands and agrees that Sponsor’s use in matters independently developed of material similar to or identical with the Submission or containing features or elements similar to or identical with those contained in the Submission will not obligate Sponsor to negotiate with entrant, nor will it entitle entrant to any compensation of any kind. Each entrant agrees and acknowledges that nothing herein shall preclude Sponsor from using any material in or similar to the Submission without obligation to entrant, including, but not limited to, if Sponsor has or has determined that it has an independent legal right to use such other material, including without limitation, because such features or elements were not new or novel, or were not originated by entrant, or were or may hereafter be independently created by or submitted to Sponsor.

7. Judging Panel. All valid Submissions received during the Contest Entry Period will be judged. The Submissions will be judged between 31 May 2019 and 20 June 2019 online by a panel of qualified judges determined by Sponsor in its sole and absolute discretion, which may include one or more of hairdressers, journalists of the trade press and fashion experts (“ANZ Judging Panel”). The ANZ Judging Panel will judge all of the eligible Submissions based on the following judging criteria (“Judging Panel Criteria”):

1 INTERPRETATION OF TREND. Submissions will be judged based on originality as well as interpretation of the fashion and trend statement. Take the REMIX trend to the next level and

create an image that is uniquely your own. The hairstyle depicted in the Submission should reflect the REMIX trend, but at the same time not be a copy of the GOLDWELL® Color Zoom Collection 2019 (which is displayed at <http://www.colorzoom.com>). This represents 40% of the total score.

2 TECHNICAL EXECUTION - CUT, COLOR. Use of the GOLDWELL hair colors in the correct way (i.e. in accordance with the product directions) but also in an innovative way and creation of a look to demonstrate mastery of cutting, color and styling. This represents 40% of the total score.

3 PROFESSIONALISM AND AESTHETICS OF THE PHOTO. The appearance and attractiveness of the overall look, considering the complete statement of hair, makeup and fashion, as well as the professionalism and aesthetics of the model and photography. This represents 20% of the total score.

a) Selection of the National Finalists.

Subject to verification and compliance with these Official Rules, the ten (10) highest scoring Submissions for Australia in the New Talent Category, the ten (10) highest scoring Submissions for Australia in the Creative Colorist Category, the five (5) highest scoring Submissions for New Zealand in the Creative Colorist Category, and the five (5) highest scoring Submissions for New Zealand in the New Talent Category will be selected by the ANZ Judging Panel as the ANZ National Grand Prize Finalists (“National Finalists”). This is a game of skill and chance plays no part in determining the National Finalists.

The National Finalists will be notified of their selection by phone within seven (7) days of the end of the ANZ Judging Period. A list of National Finalists will also be published on www.goldwell.com within two (2) days of the end of the ANZ Judging Period.

b) National Finalist Prize – AUS ONLY

Each National Finalist (Australia only) will receive two (2) tickets for the National Finalist and a guest to attend the AU National Awards Lunch to be held on 22 July 2019 (date may be subject to change) in a city in Australia (the specific location will be revealed closer to the event date) (the “National Finalist Trip”). The National Finalist Trip includes round-trip economy airfare for two (2) from capital city airport nearest National Finalist’s residence and return airport transfers. Approximate Retail Value (“ARV”) of each National Finalist Trip: AU\$1000 (including GST). Total ARV of all National Finalist prizes combined: AU\$23,000 (including GST) but actual value may vary depending on air flight fluctuations and distance between departure and destination. Please also refer to the information headed “For All Trip Prizes” in paragraph 8 of these Official Rules for further information regarding the National Finalist Prizes.

In the event that a National Finalist is unable to attend the AU National Awards Lunch, that National Finalist will forfeit his / her National Finalist Trip but will still be eligible to be a National Finalist and / or a National Grand Prize Winner, in accordance with the criteria set out in this paragraph 7 and paragraph 8 of these Official Rules.

c) Selection and announcement of the National Grand Prize Winners.

All National Finalists’ Submissions will be sent to the Goldwell® headquarters in Darmstadt, Germany, for adjudication by a second judging panel (“HQ Judging Panel”). The HQ Judging Panel will choose one (1) AU National Grand Prize Winner for Creative Colorist Category, one (1) AU National Grand Prize

Winner for New Talent Category, one (1) NZ National Grand Prize Winner for Creative Colorist Category, and one (1) NZ National Grand Prize Winner for New Talent category for a total of four (4) National Grand Prize Winners. The HQ Judging Panel will also acknowledge a first runner-up to receive the silver and a second runner-up to receive the bronze in each Category based on the Judging Panel Criteria. The HQ Judging Panel will judge all National Finalists' Submissions during July 2019 at Darmstadt Germany so that the potential National Grand Prize Winners can be announced at the National Awards Lunch, as set out in paragraph 8 below. This is a game of skill and chance plays no part in determining the National Finalists or the National Grand Prize Winners. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest and no correspondence will be entered into.

Potential ANZ National Grand Prize Winners will be required to sign and return an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document, as required and directed by the Sponsor, within seven (7) calendar days of prize notification (i.e. on or before 17 August 2019). Additionally, potential ANZ National Grand Prize Winners may be required to obtain releases from their Models any and all other third parties appearing in their respective Submissions. If any potential ANZ National Grand Prize Winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any ANZ National Grand Prize Winner rejects his/her prize or in the event of noncompliance with these Official Rules or any other requirements of the Sponsor, that potential ANZ National Grand Prize Winner will forfeit his/her prize and that prize will be awarded to ANZ Top Finalist with the next highest score in the same Category, as judged by the HQ Judging Panel in accordance with the Judging Panel Criteria. If a potential National Grand Prize Winner forfeits his / her prize, no compensation will be given.

8. National Grand Prize Winners Prize.

The four (4) National Grand Prize Winners will each receive a trip to the 29 – 30 September 2019 Color Zoom Global Event in Vienna, Austria ("Color Zoom International Trip") for National Grand Prize Winner and a model (the model can be the same as or different from the model used in the entrant's Submission) to attend the Color Zoom International Competition ("Competition"). Each ANZ National Grand Prize Winner must participate in the Competition in Vienna, Austria, in accordance with Section 9 below, or National Grand Prize will be forfeited in its entirety. The Australian National Grand Prize Winners will also be announced at the National Awards Lunch on 22 July 2019 (date may be subject to change).

Color Zoom International Trip includes a trip for two people (ANZ National Grand Prize Winner and Model) to Vienna, Austria, on 29 September 2019 through 30 September 2019. Trip includes round-trip economy airfare from capital city airport nearest ANZ Grand Prize Winner's residence (or in the case of New Zealand, from Auckland, Wellington or Christchurch) and twin-share occupancy hotel accommodations in a minimum 4 star accommodation, to be selected by the Sponsor in its sole and absolute discretion. ANZ National Grand Prize Winner must travel to Vienna to participate in the Competition or prize will be forfeited and will be awarded to the ANZ National Finalist with the next highest score in the same Category, as judged by the HQ Judging Panel in accordance with the Judging Panel Criteria. ANZ National Grand Prize Winner's travel companion must be their model to compete in the competition (the model can be the same as or different from the model used in the entrant's Submission). ARV of Color Zoom International Trip for 2 people is: AU\$5,200 (including GST) / NZ\$6,000

(including GST). Total ARV of all National Grand Prize Winner prizes combined: AU\$15,600 (including GST) / NZ\$12,000 (including GST); but actual value may vary depending on air flight fluctuations, hotel accommodation costs and distance between departure and destination.

For All Trip Prizes: Taxes, meals, transfers, entertainment, spending money, gratuities, travel upgrades, travel insurance or any other expenses not specifically listed herein are the responsibility of National Finalist / National Grand Prize Winner as applicable. Travel and accommodations subject to availability; certain restrictions and blackout dates may apply. National Finalist and guest / National Grand Prize Winner and Model (who must be National Grand Prize Winner's travel companion on the Color Zoom International Trip) must travel on the same itinerary and Model must sign travel and publicity release prior to ticketing. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. National Finalist and guest / National Grand Prize Winner and Model will be solely responsible for obtaining valid identification relating to acceptance and use of the travel prize packages and for obtaining all necessary documentation and permissions required for travel to Vienna. If in the sole and absolute discretion of Sponsor, air travel is not required due to the National Finalist or National Grand Prize Winner's proximity to prize location (i.e. the location of the National Awards Ceremony or the Competition), ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. National Finalist / National Grand Prize Winner will not receive difference between actual and approximate retail value of any prizes. All Winners of Trip Prizes must conduct themselves in an appropriate manner and must not engage in any action that may bring the Sponsor into disrepute.

National Finalist Trip will be organized within 28 days of notification of National Finalist status. Flight tickets confirmation will be emailed to you upon booking finalization. The Color Zoom International Trip will be organized within 28 days of the National Awards Lunch. Flight tickets and hotel accommodation confirmation will be emailed to you upon booking finalization.

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All unspecified expenses are the responsibility of National Finalists and National Grand Prize Winners, as applicable.

ALL ENTRANTS ACKNOWLEDGE AND AGREE THAT SPONSOR SHALL HAVE THE RIGHT, BUT NO OBLIGATION, TO POST, DISPLAY, OR OTHERWISE USE ANY SUBMISSIONS, INCLUDING WITHOUT LIMITATION THE WINNING SUBMISSIONS. FOR SAKE OF CLARITY, ENTRANTS UNDERSTAND AND AGREE THAT EVEN IF ENTRANT SUBMITS A NATIONAL GRAND PRIZE WINNING SUBMISSION, SPONSOR IS UNDER NO OBLIGATION TO USE THE WINNING SUBMISSION IN ANY MANNER OR FOR ANY PURPOSE.

9. Color Zoom International Competition: During the September 2019 Color Zoom International Competition, National Grand Prize Winners must participate in a live international competition with national winners from participating countries / regions worldwide, where each National Grand Prize Winner will be required to color and style the live Model who accompanied the winner to the Competition and try to recreate the look from his/her Photo Submission. Each National Grand Prize Winner will have a maximum of three (3) hours to recreate his/her style on stage, which includes cutting, coloring, and styling.

The international judging panel ("International Judging Panel") will judge each National Grand Prize Winner's already submitted Photo Submission and his/her live color and styling performance based on

the Judging Panel Criteria (see Section 7) between 29 September 2019 and 30 September 2019 in Vienna, Austria. International Judging Panel will be comprised of qualified judges determined by Sponsor in its sole and absolute discretion, which may include one or more of independent hairdressers, journalists of the trade press and fashion experts. The National Grand Prize Winner in each of the Categories who receives the highest score from the International Judging Panel will be selected as the international winner (“International Grand Prize Winner”) and will be awarded with the title “Global Creative Colorist” or “Global New Talent Colorist” (as applicable, based on Category). The International Grand Prize Winners will be announced at the Gala Event. Each International Grand Prize Winner will become a member of the new international Color Zoom Creative Team that will create the Color Zoom Collection for 2021. The International Grand Prize Winners’ work in the Creative Team will be part of the international public relations campaign for Color Zoom 2021. Additionally, the International Grand Prize Winners will experience the launch of the Color Zoom Collection 2020 and will have the opportunity to join inspiring “Look & Learn” seminars.

10. Conditions. Sponsor shall not be liable or responsible in the event any entrant or winner’s Submission is not used for any reason. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor’s sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and acceptance of any prize constitutes each winner’s permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation and for an unlimited time. By participating, entrants and winners agree to release, indemnify, waive, discharge, absolve and hold harmless Sponsor, its partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the “Released Entities”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, moral rights infringement or any other intellectual property-related cause of action. Entrants who do not comply with these Official Rules or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. If any Winner cannot participate in a prize or any part of a prize for any reason then that prize will be void and no compensation will be payable.

11. Additional Terms. The Sponsor’s decision is final and binding on all matters relating to this Contest and no correspondence will be entered into. Any attempted form of entry other than as set forth above is prohibited. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one’s ability to enter the Contest,

including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) 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. Sponsor reserves the right, at its sole discretion, to disqualify or refuse to provide a prize to any individual it finds, in its sole discretion, to have tampered with the entry process or the operation of the Contest, provided false or misleading details, or behaved in a fraudulent or dishonest manner or otherwise than in accordance with these terms and conditions or the spirit of the Competition. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. Sponsor also reserves the right to request that a National Finalist, ANZ National Grand Prize Winner and/or International Grand Prize Winner (as applicable) provides proof of his/her identity, residency and/or age prior to awarding a prize. Proof of identification, residency and/or age considered suitable for verification is at the discretion of the Sponsor. In the event that a National Finalist, National Grand Prize Winner and/or International Grand Prize Winner (as applicable) cannot provide suitable proof, he/she will forfeit the applicable prize and no substitute will be offered.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Limitation of Liability. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANTS' PARTICIPATION IN THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST, OR AS THE RESULT OF ACCEPTING OR USING ANY PRIZE. The Australian Consumer Law (as embodied in the Competition and Consumer Act 2010 (Cth) and other State and Territory consumer protection Acts) in the case of Australia, and the Consumer Guarantees Act 1993 ("CGA") in the case of New Zealand, provides certain statutory guarantees in respect of goods or services supplied to consumers, which cannot be excluded, restricted or modified ("Consumer Guarantees"). If the Sponsor fails to comply with a Consumer Guarantee, there may be remedies available to you under the Australian Consumer Law or the CGA. Nothing in these Official Rules excludes, restricts or modifies any right or remedy, or any guarantee that applies, under the Australian Consumer Law or the CGA, and which cannot be lawfully excluded or limited.

13. Disputes; Governing Law. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW SOUTH WALES, AUSTRALIA AND ENTRANTS SUBMIT TO THE JURISDICTION OF THE COURTS OF NEW SOUTH WALES, AUSTRALIA FOR ANY PROCEEDINGS IN CONNECTION WITH THE CONTEST AND / OR THESE OFFICIAL RULES

14. Use of Data. The Sponsor's privacy policy can be viewed at www.goldwell.com.au. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information for the purpose of this competition, including sharing such personal information with Kao Group entities, and for future promotional purposes and acknowledge that they have read and accepted Sponsor's privacy policy. All entries will be entered into a database and the Sponsor may use entrants' details for future promotional, marketing and publicity purposes unless otherwise advised by the entrant by calling the Sponsor on 1300 135 722 (Australia) or 0800 567 466 (New Zealand) or via email to service@kao.com. Entrants can request access to or correction of their details by contacting the Sponsor on 1300 135 722 (Australia) or 0800 567 466 (New Zealand) or via email to goldwell.au@kao.com. All personal information will be securely stored by the Sponsor.

15. Sponsors. Kao Australia Pty. Ltd. (ABN: 59 054 708 299), Level 2, 293 Camberwell Road, Camberwell VIC 3124 and Kao New Zealand Ltd., 3-5 High St., Level 3, Auckland, New Zealand.