

Official Rules for Photo Contest

NO PURCHASE IS NECESSARY TO ENTER OR WIN. PROMOTION IS GOVERNED BY US LAW. ALL FEDERAL, PROVINCIAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. VOID OUTSIDE CANADA, THE US AND PUERTO RICO.

ELIGIBILITY

The Licensed to Create Awards (the “Awards”) are open to all members of the professional beauty community who have completed cosmetology school, are currently enrolled at the time of entry, or are practicing Barbers or Nail Technicians. Employees and/or family members of Sally Beauty Holding, Inc. (the “Company”), or its subsidiaries and affiliate companies, their advertising and promotional agencies and the immediate families of the foregoing employees, and/or any others associated or involved with the Awards, are expressly prohibited from participating and are not eligible to win.

By submitting an entry to the Photo Contest, entrants certify that their participation in this Photo Contest is not illegal or in violation of any law, regulation, treaty or administrative act, and that the laws of their governing jurisdiction of residence at the time of entry do not prohibit or restrict the receipt of any prize under this Photo Contest.

The Company reserves the right to reject any entry if, in the Company’s sole discretion, the laws of an applicable jurisdiction, including but not limited to the entrant’s jurisdiction of residence at the time of entry, would prohibit or limit the Company from proceeding with the Photo Contest as intended or the consideration or awarding of any prize would impose additional administrative, tax, operational, or legal burdens on the Company.

ENTRY PERIOD

Submissions for the 2019 Licensed to Create Awards begins at 12:00am on February 1, 2019 and ends at 11:59pm on March 31, 2019 (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. The Company’s computer is the official time-keeping device for the Photo Contest.

JUDGING PERIOD

The Panel judging for each of the 15 award categories will begin at 12:00am on April 1, 2019 and end at 11:59pm on April 14, 2019 (the “Judging Period”). During this time, the Panel will choose the top 10 finalists in each of the 15 categories. The judging will be based on originality, technical excellence, skill level, and artistic merit. The Company’s computer is the official time-keeping device for the Photo Contest.

VOTING PERIOD

The public vote for each award category begins at 12:00am on April 15, 2019 and ends at 11:59pm on May 15, 2019 (the “Voting Period”). Votes submitted before or after the Voting Period will not be eligible. The Company’s computer is the official time-keeping device for the Photo Contest.

Winners will be announced live on stage Sunday, June 2, 2019.

WHAT TO ENTER

The Company is committed to highlighting the talented artists of the professional beauty community and the art that they are licensed to create. For the licensed to create awards, the Company would like beauty professionals to submit a photo of their best work in one or more of the categories they participate in.

To ensure eligibility for this Photo Contest, please submit hi-res files no larger than 50MB in size. JPG and PNG are the only accepted file formats. All photographs should accurately reflect the work done as it appeared. Photos that have been digitally altered beyond standard optimization (removal of dust, cropping, reasonable adjustments to exposure, background elimination, etc.) will be disqualified. Photos with watermarks will be disqualified as they negate anonymity.

Fill in all fields of entry form including:

- Instagram Handle
- Full Name
- Email address
- Physical Address
- State/Province
- Country

Previously published material for which non-exclusive rights were granted may be entered as long as you still maintain the right to grant us a license (see "Your Rights" below). You must be able to disclose when and where the photo appeared previously to CosmoProf Beauty upon request.

The following submissions are ineligible:

- Photos that violate or infringe upon another person's rights, including, but not limited to, copyright and photographs of persons without the necessary consent required by law in your jurisdiction. The Company reserves the right to require entrants to submit evidence of the subject's legal consent to be photographed for the submitted photograph, which may include a signed waiver from the subject. NOTE: Waiver requirements vary by jurisdiction, and the entrant is responsible for obtaining a legally enforceable waiver from any photographed subject.
- Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content.
- Images that involve putting any individual or animal in danger.
- The Company shall determine entry eligibility in its sole and absolute discretion.

Submissions may be watermarked if desired, but the watermark should be inconspicuous enough to not interfere with the judging of the photo. At the Company's sole and absolute discretion, a watermarked photo may not be eligible if the photographer is unable or unavailable to provide a pristine, watermark-free version of

the image when requested by the Company. All images will be judged on originality, technical excellence, skill level, and artistic merit.

HOW TO ENTER

All images must be submitted during the Entry Period through our **photo submission website at licensedtcreate.com/awards** including all required fields, including, but not limited to, name, email and other information about your photo submission.

You can select an image directly from your computer desktop, or phone's camera library for consideration in this Photo Contest. **Digital images that are sent via mail or email will not be accepted.**

You may enter once per category, per day, you may not use an agency or automated system to enter. The Company reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and the Company's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these Official Rules.

Entrants may be asked to supplement their submission (such as, a paragraph describing the photo, the formula or process to achieve results in photo, or the highest resolution version of the photo) anytime on or after March 31, 2019.

JUDGING

Photos will be judged on originality, technical excellence, skill level, and artistic merit. Judging will be conducted by a panel of CosmoProf Beauty employees and industry experts (the "Panel"). All entries in each category will be assigned a code number by a non-panelist and the Panel will evaluate all valid entries without knowledge of whom submitted the work. The Panel will pick the top 10 finalists in all 15 categories.

The 10 finalists in each category will be notified of their status by April 16, 2019. At that time, public voting on the top 10 finalists per award will be open to the public. Final winners will be determined by popular vote. All winners will be announced live, on stage, June 2, 2019.

All judging decisions are final. Please do not contact us about the status of entries or judging.

PUBLIC VOTING

On April 15, 2019, public voting opens for the top 10 finalists in each category. Participants may vote once per day, per category.

POTENTIAL WINNER REQUIREMENTS

Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility, including proof of age, and liability/publicity release within 14 days. If a potential winner fails to return these documents on time, an alternate potential winner may be selected in his/her place.

DESCRIPTION OF PRIZE(S):

There will be 16 winners and each will receive a trophy that will be awarded and announced live, on stage, Sunday, June 2, 2019.

QUESTIONS

Questions and inquiries about this Photo Contest and these contest rules can be emailed to socialmedia@cosmoprofbeauty.com.

YOUR RIGHTS

You will retain all rights to any photograph you submit -- including ownership if applicable.

If you submit a photograph to enter the Photo Contest, you grant the Company a royalty-free, nonexclusive right to:

- Display the photograph at the following websites: licensedtcreate.com and cosmoprofbeauty.com
- Allow third-parties to share the photograph on social media.
- Use the photograph on the Internet and in Social Media in support of the Company's mission.
- Use the photograph in the Company's internal and external communications materials including, but not limited to, web sites and web publications, fact sheets, advertising, multimedia, presentation, customer service and annual reports.
- Provide your photograph to other individuals and organizations for beauty-related use in news stories, newsletters, reports, slide shows, displays, web pages, videos, and the like.
- Use, in connection with the Photo Contest, your name, city, state and country of residence in promotions and other publications
- Retain a digital copy of your photograph that will be archived in the Company's photo library and accessible to the Company's and its staff via the Company's internal online photo archive

The Company will endeavor to credit all photographs with the caption "Instagram Handle" and full name when available.

GENERAL CONDITIONS

In the event that the operation, security, or administration of the Photo Contest is impaired in any way, the Company may, in its sole discretion, either: (a) suspend the Photo Contest to address the impairment and then resume the Photo Contest; or (b) award the prize(s) from among the eligible entries received up to the time of the impairment. The Company reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Photo Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. The Company's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to the Company by mail shall not be deemed proof of receipt of that communication by the Company. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner.

The Photo Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

RELEASE AND LIMITATIONS OF LIABILITY

By entering, you agree to release and hold harmless the Company, Woobox, Facebook, Instagram, their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Photo Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Photo Contest; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the Photo Contest; or (f) injury or damage to persons or property. You waive the right to claim any attorneys’ fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

E-SUPPORTER

When you enter, you will automatically opt-in to receive marketing material from the Company. This includes special event invitations, digital messages, special offers and e-mail communications. You may unsubscribe at any time.

PRIVACY AND PUBLICITY

Any information you submit as part of the Photo Contest will be used in accordance with the Company’s [Privacy Policy](#). The information you provide when you enter is provided to the Company, not to Facebook, Instagram, Woobox, etc. Except where prohibited, you consent to the Company’s use of your name in any list of winners (if applicable) and for promotional purposes in any media without payment or consideration.

DISPUTES

You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Photo Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Company in connection with the Photo Contest, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules (whether of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Texas.

RESULTS

To request a winners list, send a self-addressed, stamped envelope with your request to CosmoProf Beauty Social Team, Licensed to Create Awards, 3001 Colorado Blvd., Denton, TX 76210. Requests must be received by August 1, 2019.

QUESTIONS

Questions and inquiries about this Photo Contest rules can be emailed to socialmedia@cosmoprofbeauty.com with the subject line “Licensed to Create Awards”.