

**FASTFOILS™ Contest
Official Rules**

- **VOID IN ALASKA, HAWAII, QUEBEC AND WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE CONTEST PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1. ELIGIBILITY:** The FASTFOILS™ Contest ("Contest") is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, or Canada (excluding Quebec), who are at least twenty-one (21) years of age or older as of time/date of entry and are licensed hairstylists. Employees, officers and directors of FASTFOILS Inc. ("Sponsor"), Social Art House, Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the "Contest Parties"), their immediate family members and those living in the same household as such individuals (whether legally related or not), are not eligible to participate in the Contest or win the prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. In the event that a household, based on address, enters the Contest using more than five (5) unique email addresses, all of the Contest entries associated with that household (determined by Sponsor or Administrator at their sole discretion) will be disqualified. Void in Alaska, Hawaii, Quebec, and where prohibited by law. All federal, state, provincial, and local laws and regulations apply. By participating in the Contest, you unconditionally accept and agree to comply with and abide by these "Official Rules" and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Contest, selection of the winning Entries, and Sponsor's exercise of discretion, which will be final, non-appealable, and binding in all respects.
- 2. TIMING:** The Contest begins at or about 8:00:00 a.m. Eastern Time ("ET") on October 1, 2024, and ends at 11:59:59 p.m. ET on December 5, 2024 (the "Contest Period"). The Contest Period is comprised of three (3) phases as set forth below:

Phase 1 - Contest Entry Period: Begins 8:00:00 a.m. Eastern Time ("ET") on October 1, 2024, and ends at 11:59:59 p.m. ET on November 25, 2024.

Phase 2 - Judging Period: Begins 12:00:00 a.m. Eastern Time ("ET") on November 26, 2024, and ends at 11:59:59 p.m. ET on December 5, 2024.

Phase 3 - Winner Announcement: Winner will be announced on or around December 16, 2024. The designated computer clock of the Sponsor is the official time-keeping device in the Contest.
- 3. HOW TO PARTICIPATE:** You will need to obtain FASTFOILS™ products and create two (2) photos and one (1) video, then you need to submit your files via the Submission Portal and Instagram as specified below:
 - First, visit justbprofessional.com ("Website"), review the Rules and Regulations, and download and have completed a Publicity release form ("Publicity Release Form") by the model, photographer, and entrant.

- Next, to enter, during the Contest Period, you must obtain FASTFOILS™ products which are available at a local distributor (list of distributors can be found [here](#)) or on the FASTFOILS website (which can be found [here](#)). Next, complete the following steps:
 - Take a photo of the model **both before and after** the use of FASTFOILS.
 - Take a 30-60 seconds video that includes a voiceover of your color transformation utilizing FASTFOILS, which describes:
 - **Your story with FASTFOILS.** Share your personal story on how FASTFOILS' endothermic technology has improved your timing or results behind the chair. Did it speed up your process? Did you achieve better color results? **What can you do with the time saved?** Reflect on the positive impact FASTFOILS has had on your workflow. What can you do with the time you save by using FASTFOILS regularly? Whether it's taking on more clients, enhancing your techniques, or simply enjoying more personal time, share your vision of what more time means to you!
 - **Your formulation.** Describe the formulation you used. Share the key products, mixing ratios, and other details highlighting your expertise and objective.
 - **FASTFOILS formats.** Showcase which FASTFOILS formats you used during the process.

There are two (2) steps to upload and submit your files:

- First, you will need to **create a profile at BeautyAList.com** ("Submission Portal") to verify your license and upload and submit your photos and video to the Submission Portal.
- Lastly, you need to post your submission via Instagram. To complete your entry via Instagram via the Instagram mobile application, you will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, you will need to either visit Instagram.com or download the Instagram application from the mobile device's app store and sign up for an Instagram account ("Instagram Account") if you do not already have one. Creating an Instagram Account is free. By submitting your information and creating an Instagram Account, you will be required to agree to the Instagram terms of service and privacy policy. If you do not agree to Instagram's terms of service and privacy notice, you cannot create an Instagram Account or participate in this Contest. Once logged in to your Instagram Account, become a **follower of @fastfoils @salonevo, and @socialarhouse** accounts and **post the photos/video** from your Instagram Account which must include the unique hashtags #fastfoilscontest and mention @fastfoils, @salonevo, and @socialarhouse ("Instagram handles") **in the caption of your Instagram post as part of your post** (your "Entry"). **The @mentions and hashtag are required in the caption of your Instagram post.** Sponsor may not see or receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. **NOTE: Sponsor may not receive entries from Instagram users with "protected" updates (i.e., user has set their Instagram Account so that only people the user has approved can view their updates) due to the way Instagram operates its service. Be sure your Account is set to public before you begin.** Edited posts and/or account settings may result in your Submission not being eligible or included. Per Instagram policy and the Content Restrictions below, any Submission that contains or is suspected to contain copyrighted materials will not be eligible or included. Sponsor, at its sole discretion, may accept a technically incorrect unique hashtag term. Posts not seen or received by Sponsor will not be entered into the Contest. By following all of the steps on the Website, creating a profile and completing your entry on Instagram by including the required hashtags in your post, and mentioning the Instagram handles, you are confirming your acceptance of and agreement to these Official Rules. If you take all of the steps above on the Website, Submission Portal and Instagram, you will receive one (1) entry into the Contest, subject to the limit below.

The Contest Parties are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: One (1) entry per person. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit(s), incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. Those who do not follow all instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the registered account holder of the email address/social handle associated with the entry for the domain associated with the submitted address, provided that person is eligible. Any potential winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

4. REQUIREMENTS OF ENTRIES: Entries must comply with the following:

- Must be in the English language.
- Must use FASTFOILS™ products.
- Cannot use photographic filters and other special effects.
- Cannot use photo editing to create, enhance, or manipulate styled hair/makeup that was not present in the unedited images.
- The photos included in your entry must be available for publication and you must own the rights to the photos.
- Your winning image must be original, and it cannot have been previously published by a magazine either print or online.
- Must complete a Publicity Release Form by the entrant, model photographer and provide it to the Sponsor upon request.
- Must have approval from any persons (parent/legal guardian of any minor[s]) appearing in the Entry and any person(s) who recorded the photo and/or video portions of the Entry, if that person is not the entrant, and be able to provide express written consent for such person appearing or heard in the Entry to Sponsor and/or Administrator if requested. Any video uploaded as part of an Entry must be up 30-60 seconds and in one of the following file formats: mpg, mp4, mov, wmv, avi., with a max file size of 500MB.
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- Must not include any personally-identifiable information;
- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant;
- No other foil brands should be featured, including brand names, logos or trademarks other than Sponsor's trademarks in any other element of the entry or image, which Sponsor has granted, with respect to the Sponsor's trademarks, entrant a limited license to use for purposes of this Contest,

- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry was created.

By submitting an Entry, you represent and warrant that your Entry is original to you and that neither it nor its contents infringe upon or violate the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Contest that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

5. JUDGING PERIOD: During the Judging Period, a panel of qualified judges determined by Sponsor, in its sole discretion, will score each eligible Entry up to the maximum number of points allowed, to determine one (1) top-scoring Entry. Judging will be based on the following criteria:

- a. 50% Presentation of video voiceover: Strongly encourage entrants to reflect on the positive impact endothermic foils had on their workflow and their results while clearly explaining their journey, inspiration, and technical knowledge to complete their transformation.
- b. 30% Creativity: Keep images simple. They should be polished, clean, and executed with passion for your craft embracing diversity, equity and inclusion by working with team members and models who represent varied backgrounds, race, ethnicity, gender, identity, age, religion, and size.
- c. 20% Technical skill

The Entry with the highest score as determined by Sponsor in its sole discretion, will be the potential winner of the Contest as determined by the Sponsor and outlined below. In the event there are any ties, the tied Entries will be compared and the Entry with the highest overall score in Technical Skill will prevail. In the event a tie still remains, the Entry with the highest overall score in Presentation will prevail. If any Entry is found to be ineligible or does not comply with these Official

Rules, the Entry will be disqualified and the Entry with the next highest score will be named the potential winner of the prize. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection. In no event will there be more than one (1) winner.

No more than the stated prize will be awarded. If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the prize set forth in these Official Rules, the winner of the advertised number of prizes available may be selected by using the judging process outlined above among any entrant making purportedly valid claims for such prize. Inclusion in such process shall be each entrants sole and exclusive remedy under such circumstances.

- 6. WINNER NOTIFICATION/PRIZE CLAIMING** The potential winner will be notified via direct message on the applicable social platform form in a commercially reasonable time after the determination of the winner. Potential winner must be a follower of the applicable handles until sixty (60) days after the Contest Entry Period for winner notification purposes. The Contest Parties are not responsible for and shall not be liable for incorrect, changed, or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering, or insufficient space in entrant's email or other account to receive messages. Contest Parties are not responsible for late, lost, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. Notification is deemed to have occurred immediately upon sending of an email or direct message. If a potential winner cannot be contacted within a reasonable time period, if potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, potential winner will forfeit the prize and an alternate winner may be selected from among all remaining eligible entries. As part of the winner notification process, the potential winner will be required to complete and submit a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration"), within five (5) days of date of notification, as a condition of receiving the prize. If the potential winner fails or refuses to sign and return the Declaration within the required time period or if the Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, and/or the potential winner is otherwise noncompliant, the potential winner will be disqualified and the alternate with the next highest score will become the potential winner, up to three (3) alternates, after which the prize will remain un-awarded. Potential winner becomes the "winner" only after verification of eligibility by Sponsor.

- 7. PRIZE/PRIZE RESTRICTIONS:** The prize to be awarded in this Contest is:

ONE (1) GRAND PRIZE: The "Grand Prize" is a four (4) day, three (3) night stay for the winner only to Cancun, Mexico from March 8, 2025 – March 11, 2025, to attend the Dreamers and Doers Retreat. The Grand Prize includes three (3) nights' hotel accommodations at a hotel specified by the Sponsor, access to the full event program, and specified meals as determined by the Sponsor in its sole discretion.

Travel is not included as part of the prize.

Approximate Retail Value ("ARV") of the Grand Prize: \$5,500. The actual value of the Grand Prize may vary depending on point of departure or fluctuations in the cost hotel accommodations. Any difference between the estimate ARV and the actual value of the Grand Prize will not be awarded.

The winner must possess all required documents, including real ID, visas and valid passports, if and as applicable. It is the responsibility of the winner to provide proper documentation (including government issued picture identification). All aspects of the Grand Prize must be conducted on such dates as determined by Sponsor in its sole and absolute discretion. The dates of departure and return are subject to change at the Sponsor's sole and absolute discretion. Hotel stay must be booked at least sixty (60) days prior to the stay and the stay must be completed prior to March 11, 2025. Sponsor reserves the right to select hotel and all other aspects of the prize in their sole and absolute discretion. Winner will not receive cash or any other form of compensation if actual

costs are less than (or more than) the estimate made in these Official Rules. The Grand Prize is subject to hotel availability, as well as Sponsor's terms and conditions generally applicable thereto.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever hotels, venue operators, prize providers or any other persons providing any Grand Prize-related services or accommodations. Sponsor is not liable for any missed prize events, or expenses incurred as a consequence of any delay. No refund or compensation will be made in the event of the cancellation or delay any kind or other prize element except at the sole and absolute discretion of Sponsor. Additional prize award details and information to be provided to the Grand Prize winner at the time of Grand Prize notification. The Grand Prize winner is responsible for obtaining all forms of insurance at their option and hereby acknowledge that Sponsor has not and will not obtain or provide insurance of any kind. Grand Prize winner may be required to provide a credit card at the time of hotel check-in. Grand Prize is subject to the terms and conditions set forth in this Contest, and those set forth by Sponsor's transportation carrier(s) of choice. Lost or stolen event tickets, will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Grand Prize package, and are solely the Grand Prize winner's responsibility, including, but not limited to: airfare, hotel taxes, ground transportation at the Grand Prize winner's destination(s), travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Venue and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the Grand Prize winner. Should any event, element or detail of the Grand Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the Grand Prize, minus any unavailable event, element or detail. If, for whatever reason, the event associated with the prize is cancelled after the prize is awarded, Sponsor's liability for the prize is limited only to the non-event portions of the prize. No compensation will be paid in lieu of the cancelled event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. The tickets to the event are subject in all respect to the terms and conditions set forth on the tickets and any requirements of the facility hosting the event. Seat locations (if applicable) will be determined by the Sponsor. The winner agrees that tickets are awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. The winner is strictly prohibited from selling, auctioning, trading or otherwise transferring the tickets unless Sponsor consents in writing. In the event the prize winner engages in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, harass any other person, creates an unauthorized disturbance, interruption or unnecessarily rough physical contact, potential for injury or property damages, or for any unhealthy, unsafe, unlawful, or inappropriate act, Sponsor reserves the right to terminate the applicable experience early and winner may be removed or disqualified from participating in any aspect of the prize for any reason at any time. If the winner, in the opinion of Sponsor or any of Sponsor's representatives, is considered a physical or mental threat to the well-being of any other individual, he/she may be removed from any premises relating to the prize and winner consents to such removal. Decisions regarding the conduct of the winner in all aspects of their participation in the prize event/activity will be in the sole discretion of Sponsor, and any of Sponsor's representatives and final and binding in all respects.

Prize is non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject applicable rules and restrictions. In the event that Sponsor is unable to provide a prize or prize component, the Sponsor may elect to provide the winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prize is awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winner will be solely responsible for all federal, state, provincial, and/or local taxes, and for any other fees or

costs associated with the prize received, regardless of whether they, in whole or in part, are used. The ARV of the prize is based on available information provided to Sponsor as of the time these Official Rules are printed and may fluctuate. The value of the prize will be reported for tax purposes as required by law. If the winner is from the United States, the winner will be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of winner for the actual value of the prize received. If the winner is from Canada, the winner will be issued a W-8BEN. Any unclaimed prize will be forfeited. Prize, if legitimately claimed, will be awarded. The Contest Parties are not responsible for and will not replace any lost, mutilated or stolen prize or prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Contest Parties will have no further obligation with respect to that prize or portion of the prize. The Contest Parties are not responsible for, and winner will not receive the difference, if any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Contest-related correspondence or material. Sponsor will attempt to fulfill the properly-claimed prize sixty (60) days prior to the event.

8. **GENERAL:** Subject to applicable law, each entrant hereby expressly grants to the Contest Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, Entry, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Contest ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each entrant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each entrant hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of entrant's name, likeness or voice under contract, tort or any other theory of law. The Contest Parties do not assume any responsibility for any disruption in the Contest, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, provincial, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest.
9. **CONDUCT:** The Contest Parties are not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. The Contest Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual if the individual is found to be, or suspected of, acting in any manner deemed by the Contest Parties to be in violation of the Official Rules, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry or judging process or the operation of the Contest, and void all associated Entries, votes, and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. WAIVERS AND DISCLAIMERS:** The Contest Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, votes, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Contest; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries or votes, social networking posts, or registrations, the announcement of the prize, or in any other Contest-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest. If, for any reason, the Contest (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Contest Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. If terminated, the Contest Parties will award the prize in a manner consistent with the judging process above from among all non-suspect, eligible Entries received for the Contest up to the time of such action.
- 11. RELEASES:** All entrants as a condition of participation in this Contest, release, discharge, indemnify and hold harmless the Contest Parties, Instagram, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Contest (including travel to/from any Contest activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with the prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize.
- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the Province of Ontario without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR THE PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE

INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 13. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the courts in the Province of Ontario and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the Province of Ontario. The provincial laws that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the Province of Ontario. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 14. ENTRY INFORMATION AND CONTEST COMMUNICATIONS:** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address, Entry, and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. By participating in the Contest, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.justbprofessional.com/pages/privacy-policy> , In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 16. WINNER LIST:** To receive the name of the winner, send a #10 self-addressed, stamped envelope for receipt by February 16, 2025 to: FASTFOILS Contest - Winner List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.
- 17. SPONSOR:** FASTFOILS Inc., 1150 Queen St. East, Toronto, ON, M4M 1L2, Canada. Reference to third parties in connection with prize and/or third-party websites or services are for reference and

identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.

- 18. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2–100,
West Conshohocken, PA 19428.

FASTFOILS Contest- Abbreviated Rules

Please use the following short-form official rules disclosures for all advertising and marketing of the promotion (other than for specific channels outlined below):

Website Footer/Email

NO PURCHASE NECESSARY. Open only legal residents of the 48 contiguous US/DC and Canada (excl. QC), 21 years of age and older and licensed hairstylists. Void in AK, HI, QC, & where prohibited by law. Contest starts: 8:00:00 a.m. ET on 10/1/24 and ends at 11:59:59 p.m. ET on 12/5/24. Contest Entry Period starts 8:00:00 a.m. ET on 10/1/24 and ends 11:59:59 p.m. ET on 11/25/24. Judging Period begins 12:00 a.m. ET on 11/26/24 and ends 11:59 p.m. ET on 12/5/24. **Travel is not included with the prize.** Subject to Official Rules, including how to enter, prize details, and restrictions, click [here](#). Sponsor: FASTFOILS Inc, 1150 Queen St. East, Toronto, ON, M4M 1L2, Canada.

Print Materials

NO PURCHASE NECESSARY. Open only legal residents of the 48 contiguous US/DC and Canada (excl. QC), 21 years of age and older and licensed hairstylists. Void in AK, HI, QC, & where prohibited by law. Contest starts: 8:00:00 a.m. ET on 10/1/24 and ends at 11:59:59 p.m. ET on 12/5/24. Contest Entry Period starts 8:00:00 a.m. ET on 10/1/24 and ends 11:59:59 p.m. ET on 11/25/24. Judging Period begins 12:00 a.m. ET on 11/26/24 and ends 11:59 p.m. ET on 12/5/24. **Travel is not included with the prize.** Subject to Official Rules, including how to enter, prize details, and restrictions see <https://www.justbprofessional.com/pages/contest>. Sponsor: FASTFOILS Inc, 1150 Queen St. East, Toronto, ON, M4M 1L2, Canada.

Social Posts (except Instagram where link is in Bio)/Banner Ads

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Social Posts for Instagram only (because link is in bio)

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