

# #SUPERCREAMCHALLENGE DEVACURL INSTAGRAM CONTEST

DevaCurl #SUPERCREAMCHALLENGE Instagram Contest Official Rules

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST OR TO RECEIVE A PRIZE. A PURCHASE WILL NOT AFFECT OR IMPROVE THE CHANCES OF WINNING. This contest ("Contest") is subject to all applicable laws and regulations. Void where prohibited or restricted by law.

2. Sponsor: Deva Concepts, LLC, 75 Spring Street, 8th Floor, New York, NY 10012 (www.devacurl.com) ("DevaCurl" or "Sponsor"). This Contest is not sponsored, endorsed or administered by, or associated with, Instagram or Facebook.

3. Eligibility: Contest is open only to legal residents of the United States (excluding Alaska, Hawaii, Puerto Rico, Rhode Island, Guam and all other U.S. and foreign territories and possessions not otherwise mentioned herein) who are at least 18 years of age and the age of majority in their state or territory of primary residence as of the date of entry and who have a public Instagram account (no purchase or payment is necessary to sign up for a Instagram account). Please note that an Instagram account membership is not controlled by and cannot be guaranteed by DevaCurl. Contest is not open to employees, independent contractors, officers, directors, agents or representatives of Sponsor or of Sponsor's parents, affiliates, subsidiaries, successors and/or assigns, or of Sponsor's advertising, promotion and fulfillment agencies, and legal advisors, and the immediate family members (mother, father, brother, sister, daughter, son or spouse, regardless of where they live) and persons living in the same household (whether or not related) of any of the foregoing (collectively, "Contest Entities").

**4. To Enter: To enter, take an original photo that expresses how you style your big, beautiful curl styles. Tag your selfie with #SUPERCREAMCHALLENGE for your entries to be considered. Challenge three (3) friends to do the same by tagging their @handle. Follow @mydevacurl on Instagram and upload the original photo on Instagram using the "#SUPERCREAMCHALLENGE" hashtag in the caption (do not include the quotation marks).**

You can post as many photos as you wish, but only one (1) photo per handle will be counted as an entry. Only photos that include "#SUPEREAMCHALLENGE" caption are eligible for purposes of this contest. Photos must also comply with the Photo Requirements set forth in section 8 below.

Use of multiple email addresses or Instagram accounts by the same individual to enter is prohibited and such multiple entries shall be voided. There may be only one (1) named entrant for each Entry submitted, regardless of the number of persons who may have contributed to the creation of the Entry or who appear in or are mentioned in the photo submitted with the Entry. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the authorized account holder of the email address associated with the Instagram account of the entry, which the entrant will have the obligation to establish. Entries generated by a script, computer programs, macro, or other automated means will be disqualified. Sponsor is not responsible for late, incomplete, misdirected, delayed, or undelivered entries, including without limitation inability to access DevaCurl's or the entrant's

Instagram board, or entries not timely received due to telephone failures, Internet or website failures and disruptions, and ISP problems. Incomplete information may result in disqualification of entry. All eligible entries carry an equal chance of winning.

5. Contest Period: The Contest begins on July 28, 2015 at 10:00 a.m. Eastern Time ("ET") and ends August 27, 2015 at 9:59 a.m. ET (the "Contest Period"). All entries must be received by the end of the Contest Period.

6. Selection of Winners: Five (5) entries per week from all eligible entries receiving during the Contest Period conducted by DevaCurl beginning July 28, 2015 will be awarded a full-size SUPERCREAM. The potential winners will be notified by @handle on Instagram every Tuesday at 11am ET. Potential winners will be required to confirm via email that they comply with these rules, including eligibility requirements. If a potential winner does not so confirm, or forfeits a prize (see Section 11), an alternate winner will be selected from all remaining eligible entries until a winner is determined. The odds of winning depend upon the total number of eligible entries received. All decisions of Sponsor are final and binding on all entrants. Five (5) First Prize winners and one (1) Grand Prize winner will be selected 30 days from close of contest from all eligible entries receiving during the Contest Period on a merit-based judging conducted by DevaCurl by September 25, 2015, and the potential winners will be notified on Instagram by @handle and asked to email.

7. Prizes: Twenty (20) winners will be awarded a full-size SUPERCREAM (5.1 fl.oz.) with an approximate retail value of \$28. Five (5) winners will be awarded a one-year supply of SUPERCREAM (six 5.1oz. bottles) with an approximate retail value of \$168. One (1) winner will be awarded the Grand Prize with an approximate retail value of \$3000. The Grand Prize is a Deva-filled trip for two (2) to NYC, includes airfare, 2-night hotel stay, 2 tickets to a NYC show, Salon Services for two (2) at Devachan Broome Street, lunch for two (2), and basket of DevaCurl products. The prizes are non-refundable and non-transferable, cannot be combined with any other special offer or promotion and must be accepted as awarded. Prize may not be exchanged for cash value or substituted, except that DevaCurl reserves the right in its sole discretion to substitute with either the cash value of the prize, or a prize or prizes of equal or greater value. Applicable federal, state, or local taxes and any other costs or expenses associated with the prizes or the use or redemption thereof is the sole responsibility of the winners. The prizes will be awarded, and will be delivered to the confirmed winners to a valid U.S. address within 3 weeks of the determination of the three winners. Total approximate retail value of all prizes is \$4440. The Contest is an independent promotion for consumers conducted by the Sponsor and is not affiliated with, sponsored by or endorsed by any of the above-listed products or retailers. Third party trademarks and logos, including without limitation, the individual names of the products and retailers, are the property of their respective owners.

8. Photo Requirements. Photos submitted for purposes of this contest must meet the following requirements:

(1) Content Restrictions: Photos shall not include any of the following: (i) content that is libelous, defamatory, disparaging or tortious; (ii) content that is pornographic, adult-oriented or sexually-explicit; (iii) content portraying or including explicit, profane or offensive language; (iv) content portraying or advocating violence (including portraying or referring to weapons of any kind including, but not limited to, guns or bombs); (v) content portraying or advocating illegal activities; (vi) content portraying or advocating discrimination, or which promotes bigotry, racism,

hatred or harm against any group or individual; (vii) content portraying or advocating vandalism or other damage to property; (viii) content portraying or referring to people or characters from movies/shows, etc.; (ix) content in violation of third-party rights including, but not limited to: copyrights, trademark, right of publicity or any other proprietary rights; (x) content providing personally identifiable information about yourself or any other party, such as last name, address, phone number or any other contact information; or (xi) content that denigrates, disparages or reflects negatively on the Sponsor, its products or its employees, or on any other person, company, product or service, or that disparages Sponsor's competitors. If a photo includes any of the prohibited elements listed above, the Entry will be disqualified, along with the entrant who submitted it. This list is not intended to be exhaustive; Sponsor may disqualify any Entry if it contains a photo that Sponsor deems, in its sole discretion, to be offensive, obscene, or otherwise inconsistent with its audience expectations or reputational interest.

(2) The Photo must be your original, unpublished creation. Modifying, enhancing or altering a third party's preexisting work does not qualify as your original creation;

(3) You must have prior, written approval from any identifiable person (or such person's parent/legal guardian if such person is a minor) that appears in, is mentioned in, or otherwise contributed to the photo for you to include such person in the photo and for Sponsor to use such person's likeness, name, voice or contributions for purposes of the Contest, including but not limited to, posting the photo on social media and on the Sponsor's web site. By entering, you represent and warrant that you have obtained such permission and all other necessary authorizations. You may be required, at any time, to provide Sponsor with evidence of all such written permission(s) and authorizations immediately upon request, or you may be disqualified and rendered ineligible to receive a prize in this Contest.

(4) The content of the photo must not infringe third-party rights by including, for example, the copyrights, trademarks, logos or products (such as company names, labels or symbols other than Marks of Sponsor to the extent permitted hereunder) or images that have been created, distributed, aired or published by others, such as those on or in websites, television, movies, or other media outlets. No names and/or likenesses of any person other than you may be included in the photo or written statement without first obtaining permission from such person. The photo may not refer to public figures, contain materials embodying the names, likenesses, photographs or contain other identifying elements of any person, living, or dead, without appropriate prior permission.

9. By participating, each entrant agrees to comply with these official rules. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error that may occur in the processing of entries in the Contest. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of, the DevaCurl or Instagram web sites or any technical failure or malfunction, or any injury or damage to an entrant's or any other person's computer or property.

IN NO EVENT WILL SPONSOR OR ANY CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATION IN THE CONTEST, ANY PRIZES WON, ENTRANT'S ACCESS TO OR USE

OF SPONSOR'S WEB SITES OR THE INSTAGRAM WEBSITE, OR THE ACCESSING, DOWNLOADING AND/OR PRINTING OF ANY MATERIAL AVAILABLE ON SAID SITES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON SPONSOR'S WEB SITES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

10. Sponsor reserves the right to post any photo submitted in this Contest on its web site, on any other web site controlled by Sponsor, in promotional emails, and on social media. By submitting a photo, you hereby agree to grant the rights granted herein in and to the photo to Sponsor, its affiliates and agents, and forever release and hold Sponsor, Instagram and Facebook, their respective affiliates and subsidiaries, and the officers, directors and employees of each of the foregoing, harmless from and against any liability of any kind arising from or in connection with any use of the photo. By submitting a photo, you agree that your submission is without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the photo on a non-confidential basis to anyone or otherwise use the ideas without any compensation to you. You further acknowledge that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. By submitting a photo, you hereby warrant and represent that you have not included any restricted content (see list of content restrictions above) in the photo and have not violated any of the requirements for photos listed above.

11. To receive a prize, each winner will be required to provide entrant's full name, mailing address, telephone number and/or email address. The winner will also be required to confirm eligibility under these rules. The winner may also be required to complete, sign and return an affidavit of eligibility and liability/publicity release. A winner's prize will be forfeited and awarded to an alternate winner (selected by random drawing in accordance with Section 6) upon the occurrence of any of the following: (i) the failure of winner to confirm eligibility and acceptance of the prize within 4 days of notice; (ii) the return of a prize or prize notification to Sponsor as non-deliverable; or (iii) the determination by Sponsor that winner is ineligible or otherwise not in compliance with these official rules.

BY ACCEPTING A PRIZE, THE WINNER AGREES TO INDEMNIFY AND HOLD HARMLESS SPONSOR, AND ALL CONTEST ENTITIES FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, ARISING FROM OR IN CONNECTION WITH ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, PARTICIPATION IN THIS CONTEST OR ANY CONTEST-RELATED ACTIVITY.

By participating in this Contest, each winner grants to Sponsor, where permitted by law, the right to use and publish (worldwide and via the Internet) his/her name, city and state of residence, portrait, image, picture, voice, likeness and comments for advertising, trade and promotional purposes without notification, review or approval, and without additional consideration.

12. Sponsor is not responsible for any changes or unavailability of the Instagram service that may interfere with the Contest (including any limitations, restrictions or conditions on Sponsor's ability to use the service for the Contest) or ability of entrant to timely enter, receive notices or communicate with Sponsor. If, for any reason, the Contest is not capable of running as planned because of circumstances including, but not limited to, website outages or interruptions on DevaCurl's or Instagram's website, unauthorized intervention, fraud, technical failures, or any other causes, which, in Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, in their sole discretion and determination of fairness, to cancel, terminate, shorten, extend, modify or suspend the Contest and to select the winners from eligible entries received. Sponsor may disqualify any entrant who tampers with the entry process or operation of the Contest or who violates these official rules. If the Contest is terminated due to tampering or technical difficulties prior to the end of the Contest Period, notice will be posted on the site(s) where these Official Rules have been posted.

13. By registering to enter the Contest, each entrant acknowledges he/she has read, understands and will abide by these official rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of entrants and/or Sponsor in connection with the Contest, shall be governed by and construed in accordance with, the laws of the State of California, without regard to the conflict of laws principles. In the event of any inconsistency between the full version of these official rules and any abbreviated rules, the one most beneficial for entrants shall prevail

14. For a list of names of winners or a copy of these official rules, send a self-addressed stamped envelope for receipt by September 26, 2015, to: "DevaCurl #SUPERCREAMCHALLENGE Instagram Contest" DevaCurl, 75 Spring Street, 8th Floor, New York, NY 10012. Vermont residents may exclude stamp on return envelope.

15. Except as provided in Paragraphs 10 (with regard to submitted photos) and 11 (relating to the use of certain winner information), the personal information collected from each entrant with respect to the Contest will be used by Sponsor for the purposes of administration of the Contest and will not be used for any other purpose.