JOICO Hair Shake Competition rules and conditions

1. General

- 1.1. The JOICO Hair Shake free sample competition (hereafter: the **competition**) has been developed and organized by Joico Laboratories Europe B.V., Grasbeemd 4, 5705 DG, Helmond, the Netherlands (hereafter: **JLE**).
- 1.2. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to Joico Laboratories Europe B.V. and not to any other party. The information provided will be used in conjunction with the following Privacy Policy found at http://www8.joicoeurope.nl/wp-content/uploads/Privacy-Policy_Joico.pdf
- 1.3. The website of the competition (hereafter: the **website**) is to be found at: [http://hairshake.joicoeurope.com]
- 1.4. The competition is governed by these rules and conditions.
- 1.5. All participants agree to abide and be bound by these competition rules and conditions.
- 1.6. Entry into the competition will be deemed as acceptance of these terms and conditions.

2. Participation

- 2.1. Participation in the competition requires entry via the website and by submitting the completed entry form, which can be downloaded from the website.
- 2.2. Only registrations confirmed by JLE by an automatic generated email will constitute valid entries for the competition.
- 2.3. The competition is open to persons in Europe, the Middle-East and Africa only. Persons outside these regions cannot enter into the competition.
- 2.4. Only one participant per entry form.
- 2.5. Participants may make only one submission.
- 2.6. Employees of JLE and their family members are excluded from participating in the competition.
- 2.7. The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Dutch data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
- 2.8. The winner's name will be available 28 days after closing date by sending the winner a personal email.

3. Entries

3.1. All competition decisions and decisions on matters relating thereto are final and binding and at the sole discretion of JLE exclusively and may not be appealed.

4. Prize

- 4.1. The prize is a free JOICO Hair Shake. Further details are available on the website. There is no entry fee and no purchase necessary to enter this competition.
- 4.2. Closing date for entry will be 01-10-2015. After this date no further entries to the competition will be permitted. When the maximum free samples (see 4.3) are depleted before this date, the competition stops per the date the sample are no longer available.
- 4.3. The rules of the competition and the prize for each winner are as follows: We give away maximum 360 pieces in total of the JOICO Hair Shake; first come first serve. Twice a month we send out the product to the winners by using their contact info they entered on our website. Maximum 1 product per entry.
- 4.4. Winners will be at first come first serve bases from all entries received by Joico Laboratories Europe B.V.
- 4.5. The promoter will notify the winner when and where the prize can be collected.
- 4.6. It is not possible to exchange the prize for other goods, products, money or any other substitute prize.

5. Exclusion of liability

- 5.1. JLE cannot be held liable for any damages in the event the website or any other Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of JLE that corrupt or affect the administration, security, fairness, integrity or proper course of the competition.
- 5.2. JLE reserves the right to, at its sole discretion, disqualify any individual who tampers with the entry process or competition or website or in any way displays fraudulent or unfair behavior.
- 5.3. JLE reserves the right to, at its own discretion, cancel, terminate, modify, or suspend the competition as JLE deems fit or the circumstances so dictate.
- 5.4. JLE assumes no responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication-line failure, theft, or destruction or unauthorized access to, or alteration of, the website and/or participant entries or submissions.
- 5.5. JLE is not responsible or liable for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or for failure of any e-mail or entry or submission to be received by JLE on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury of damage to participant's or any other person's computer related to

- or resulting from participation or downloading any materials from the website or otherwise relating to the competition.
- 5.6. In the event a participant or any other party attempts to damage the website or in any other way undermine the legitimate operation and/or course of the competition, JLE reserves the right to, at is sole discretion, seek full damages from that participant or party to the fullest extent permitted by law as well as to seek criminal prosecution if appropriate.

6. Miscellaneous

- 6.1. The competition and these rules and conditions are governed by the laws of the Netherlands.
- 6.2. Any dispute arising from or in connection with the competition and/or these rules and conditions shall be submitted exclusively to the competent courts of Amsterdam, the Netherlands.
- 6.3. The headings and captions to the articles in these rules and conditions are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of these rules and conditions.