

Salon Today's "Total Salon Makeover" Contest

OFFICIAL RULES

- **NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **THIS IS A SKILL-BASED CONTEST.**
- **VOID WHERE PROHIBITED BY LAW.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE DOCUMENT MAY BE REQUIRED TO BE SIGNED BY THE HONOREE.**
- **ADMINISTRATOR AND EACH SPONSOR OBTAINS A NON-EXCLUSIVE LICENSE TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.**
- **ONLY ONE ENTRY PER SALON OR SALON OWNER**
- **APPLICATION ENTRY MUST BE SIGNED BY THE OWNER/ONE OF THE OWNERS**

BY ENTERING/PARTICIPATING IN THE CONTEST, YOU MUST AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE ADMINISTRATOR AND EACH SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility. Salon Today is looking for a salon that is in good financial standing, but is in need of a "Total Makeover" to take their business to the next level. Salon Today is looking for a salon that is open to innovative, forward-thinking concepts in styling and product usage as well as management and marketing techniques. Salon Today is looking for a salon that is actively seeking growth and that is committed to the ongoing education and development of their staff. Salon Today's "Total Salon Makeover" Contest (the "**Contest**") is open only to salons that: (a) are physically located in the continental United States; (b) have been in business continuously under the current name, the current owner(s) and in the current location for at least one (1) year; (c) had at least \$150,000 in gross sales during the salon's most recent fiscal year; if a salon is selected as one of the twenty (20) finalists, it will have to provide detailed proof of sales satisfying this requirement; (d) has a minimum of five (5) full-time styling chairs; (e) has an independent exterior entrance and exit that is not controlled by, or subject to, any other entity or landlord; and (f) agrees to implement all the prizes and changes outlined in the Prize Implementation Requirements (outlined in Section 10 below) within 18 months of being notified of winning the contest. Any entrant not meeting these requirements set forth in the previous sentence will be eliminated from the Contest. The determination of whether an entrant meets the eligibility requirements will be made by the Administrator, in Administrator's sole and absolute discretion. Full-time employees, officers and directors (and each of their immediate family members [i.e., parents, legal guardians, children, grandparents, grandchildren, spouses or siblings and their respective spouses]) and those living in their same households, whether or not legally related, of Bobit Business Media (the "**Administrator**"), STX, Minerva, Keune (collectively, the "**Sponsors**") and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win the Contest. By participating, entrants agree to be bound by these "**Official Rules**" and the decisions of the Judges (defined below) Administrator and/or the Sponsors, which are binding and final on matters relating to this Contest, including, without limitation, interpretation of the Official Rules. Void where prohibited by law.

2. Entry Period. The Contest begins on 9:00 a.m. Central Time ("CT") on September 1, 2018 and all entries must be received by the Administrator on or before 11:59 p.m. CT on November 30, 2018 subject to extension by the Administrator, in its sole and absolute discretion (the "**Entry Period**").

3. How To Enter. To enter the Contest, during the Entry Period, you may visit the Contest website at www.salontoday.com/totalmakeover (the "**Contest Website**"). The Contest Website will contain a description of the Contest and the official entry form. Each entrant must submit an entry form during the Entry Period, which must include the following nineteen (19) pieces of information (the official entry form and any other materials, photos, videos or information provided is collectively referred to as your "**Entry**");

1. Name:
2. Salon name:
3. Salon address (including city, state and email address for salon contact person listed above):
4. Phone number of the salon:
5. Phone number for the salon owner: (will only be used for contact info for purposes of this contest)
6. Date the salon was established under the current name, owner(s), and location:
7. Number of full-time styling chairs:
8. Number of full-time employees:
9. Gross sales in 2017 (dollar amount rounded to nearest thousand):
10. Square footage of total salon (including, prep areas, offices, inventory etc):
11. Services offered:
12. Approximately how many clients does your salon/spa service, on average, per month:
13. What retail hair care lines are currently carried:
14. What are your top three (in terms of amount of use) retail hair care lines:
15. What hair color lines do you currently use in the salon:
16. Is your salon currently automated? If so, what software system are you using:
17. When was the last time you redecorated the interior of the salon:
18. In 1,000 words or less, please tell us: Why your salon is deserving of this makeover and how you believe it will help you grow your business and take it to the next level? What area of your salon has the most growth potential, and what plans you already have in place to grow your business? How do you envision each of the makeover prizes—the product prize, the technical support prize and the design support prize—helping you to achieve some of these growth plans for your business?
19. Submit up to 10 interior shots and 2 exterior shots of your salon that provide the judges with a visual tour of your existing salon décor AND/OR submit a 60-second video that walks the viewer through your salon to showcase your existing décor. If you decide to submit a video, it cannot exceed 60 seconds. The submission of either the photographs or the video must be in accordance with the requirements disclosed on the Contest Website and elsewhere in these Official Rules, including, without limitation, the Content Guidelines (defined below).
20. How are you currently promoting your business:
21. What social media do you currently use:

Only one Entry per salon or salon owner. An Entry may, in Administrator's sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the Contest Website and elsewhere in these Official Rules. All eligible Entries to the Contest will be entered in the Contest. For purposes of this Contest, an Entry is "received" when the Contest Website's servers record the Entry information. Proof of sending does not constitute proof of actual receipt of an Entry for purposes of this Contest. The database clock of Administrator's Contest Website will be the official timekeeper for the Contest. Those who do not follow all of the instructions, provide all the required information in their entry form, or abide by these Official Rules or other instructions of Administrator may be disqualified at the Administrator's sole and absolute discretion. All Entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at the Administrator's sole and absolute discretion. Entries generated by script, macro or other automated

means and Entries by any means which subvert the entry process are void. All Entries become the physical property of Administrator and the Sponsors and will **not** be acknowledged or returned.

In the event of a dispute as to the identity of any entrant, the Entry will be deemed submitted by the holder of the e-mail account from which it was sent, but only if such person is otherwise eligible. The account holder is the person assigned an e-mail address or service by the organization responsible for assigning addresses for the domain associated with the submitted address. The winner/honoree (defined below) and the twenty (20) finalists may be required to show proof of being the registered account holder and an authorized agent of the salon that is the subject of the Entry. If a dispute cannot be resolved to the Administrator's satisfaction, the Entry will be deemed ineligible at Administrator's sole and absolute discretion. Administrator, Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries. Assurance of delivery of Entries is the sole responsibility of the entrant.

4. Entry Guidelines. Any Entry that does not meet the following "**Content Guidelines**" are subject to disqualification and/or removal from the Contest Website, each the Administrator's sole and absolute discretion:

- If photos are submitted, the photos must be readily accessible by the Administrator and submitted by the entrant in the following file format: JPG, GIF, PSD, TIF, BMP
- If a video is submitted, the video must be readily accessible by the Administrator and submitted by the entrant in the following file format: MOV, AVI, MP3, WAV
- Entries must comply with the Official Rules and any Terms of Use posted on the Contest Website and meet all specifications or requirements called for on the Contest Website, and other advertising for the Contest.
- The photos and/or video must accurately reflect the salon in its current condition.
- Administrator does not permit the infringement of others' rights and any use of materials, photos or work not original to the entrant is grounds for disqualification from the Contest. Entries that contain brand names, trademarks or company logos are subject to disqualification.
- An Entry must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous; (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) invades the privacy or publicity rights of any person, living or deceased; (d) is unlawful; (e) is harmful to other users of the Contest Website such as viruses, trojan horses or other technologies that could adversely impact the Contest; and/or (f) is disparaging to the Administrator and/or the Sponsors or is inconsistent with the positive images and/or goodwill to which the Administrator and/or Sponsors wish to associate (at Administrator's sole and absolute discretion).
- Entrant must have permission from any individuals that appear in their Entry.
- No background artwork should appear in the Entry unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in an Entry must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein.

5. Intellectual Property. Entrants (on behalf of themselves and others in their submission), upon submission of their Entry to the Contest, hereby irrevocably grant to the Administrator and each of the Sponsors and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Entry submitted as part of the Contest, and all images, video, text and materials depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised and in any and all languages, including, without limitation, the right to display, reproduce, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any notification, compensation or attribution to entrants (or individuals in the Entry) except for the awarding of the recognition and prizes in this Contest if the entrant is selected as the honoree. The Administrator and each of the Sponsors, and each of its successors, assigns and

licensees, will have the right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited, multiple-level sublicenses. Without limiting the foregoing, the Administrator and each of the Sponsors will have the right to use the Entry submitted as part of the Contest, and all images, photos, videos and information depicted therein, in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants (and the individuals in the Entry) hereby forever waive and relinquish all so-called “moral rights (droit moral)” now or hereafter recognized in connection with Entries submitted as part of the Contest. Notwithstanding that the Administrator and each of the Sponsors is granted a non-exclusive license in entrant’s submission, entrants acknowledge that as a condition to being selected as a honoree of this Contest, the Administrator may request that a honoree submission, and any rights therein, be assigned to the Administrator and each of the Sponsors and entrants may be required to confirm such assignment by completing and submitting the Prize Acceptance Documents (and any other documents reasonably required by the Administrator) or such entrant will otherwise be disqualified from receiving their prize. Entrants must maintain the ability to assign all such rights to the Administrator and each of the Sponsors free of any limitations, restrictions or third party obligations. Entrants agree that the Administrator and each of the Sponsors shall have the unfettered discretion in determining the extent and manner of use of Entries and are not obligated to use any Entry. Entrants (and the individuals in the Entry) agree not to issue or create any publicity concerning the Administrator or any of the Sponsors. Entrants agree that neither the Administrator or any of the Sponsors nor their agents shall be responsible for return or preservation of the submissions submitted. All Entries that are posted on the Contest Website are available to be viewed by anyone with access to the Internet. Each entrant acknowledges that other entrants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to his/her own submission, and that he/she will not be entitled to any compensation or right to negotiate with the Released Parties (defined below) because of these familiarities or similarities. The decisions of the Administrator are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Each entrant, by participating in the Contest, except where legally prohibited, grants permission for the Administrator and its designees to use his/her name, address (city and state), Entry, and/or likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval or compensation. Administrator reserves the right to request from entrant at any time proof that entrant maintains all necessary rights in their Entry in order to grant the Administrator and each of the Sponsors the rights required herein in a form acceptable to Administrator. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest.

6. Representations, Warranties and Indemnity. Each entrant represents and warrants that he or she has read, understands and will follow the Official Rules. Entrants further represent and warrant that their Entry and all materials and matter therein: (1) (except for elements that are within the public domain) are wholly original with such entrant, are the result of the entrant’s original work and are not a copy or imitation of any other material; (2) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (3) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Each entrant further represents and warrants that he or she has the right to use the likeness of any individuals in the Entry and that the Administrator and each of the Sponsors have the complete and unfettered right (as explained above) to use the individuals’ likeness in any way they see fit without any limitation whatsoever. Each entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules, to submit the salon in this Contest and the consent of no third parties are required to grant the rights hereunder. Entrant further acknowledges and agrees that he/she has not previously granted, or assigned the Entry to any other third party. Further, each entrant represents and warrants that Administrator’s use of any Entry shall not violate an agreement to which such entrant has signed. Entrants agree to indemnify and hold the Released Parties harmless from and against any third party claim, to the extent relating to any breach of any representation, warranty or covenant made by such entrant in connection with his or her acceptance of these Official Rules or Contest activities.

1. 7. Determining the Honoree. After the conclusion of the Entry Period, Salon Today’s editorial team will select twenty (20) finalists based on the eligible Entries received during the Entry Period and the criteria

outlined below. The Entries of the twenty (20) finalists will then be submitted to a panel of four (4) judges (one from Salon Today, one from STX, one from Minerva, and one from Keune). The panel of four judges will determine one (1) honoree based on the following criteria:

The effect the makeover would have on the salon

(25%) The salon's existing marketing and growth

plans (25%) The salon's plans for the makeover

prizes (25%)

The salon's commitment to ongoing education and staff development (25%)

If there is a tie after the Judges apply the Judging Criteria, the Administrator will bring in a tie-breaking Judge to apply the same Judging Criteria to break the tie and determine the honoree. Entrants agree that the decisions of the Judges or the tie-breaking Judge are final and are not subject to review or any type of appeal. By submitting the Entry, the entrant expressly waives any right to challenge or seek any explanation of the Judges' or tie-breaking Judge's decisions.

8. Honoree Notification. The honoree will be notified by mail and/or e-mail (as selected by Administrator) on or about January 15, 2019, unless extended by Administrator. The Administrator is not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an e-mail, one (1) day after sending via a delivery service or two (2) days after mailing. The honoree will be required to execute and return an affidavit of eligibility, a liability release, a publicity release and services and performances agreements (collectively, "**Prize Acceptance Documents**") within seven (7) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Administrator is unable to contact the honoree or the honoree is not in compliance with any of these Official Rules, the Contest rules or procedures, the Entry and honoree will be disqualified and the prize(s) will be forfeited, at Administrator's sole and absolute discretion, and an alternate honoree may be selected or no alternate honoree may be selected. If any potential honoree is found to be ineligible, or if he or she has not complied with these Official Rules, or declines the prize for any reason prior to award, he/she may be disqualified and an alternate potential honoree may be selected. Administrator is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential honorees. Parents or legal guardians of a winner under the age of majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Prize Acceptance Documents in order for winner to be qualified to receive their prize.

9. Recognition and Prize(s). A prize package worth roughly \$30,000 will be awarded to the honoree of the Salon Today "Total Salon Makeover" Contest. The prize package to the honoree includes:

- **Products Prize:** The complete haircare, styling and grooming retail collection; complimentary backbar products, an assortment of professional color, forming and lifting products, and stylist education from Keune. This prize has an approximate retail value ("ARV") of \$10,000 in products and education.
- **Technical Support Prize:** An STX Software license (of STX's choosing) free for 18 months, an iMac 27", an iPad Mini, a credit card processing device with built-in printer and unlimited education and support. This prize has an ARV of \$10,000.
- **Design Support Prize:** Up to \$10,000 of your choice of new salon furniture from the

Minerva showroom. This prize has an ARV of \$10,000.

The prize package above (consisting of the products prize, technical support prize and design support prize) is the only prize in the Contest and will be awarded to the honoree under the criteria outline above. THERE ARE NO PRIZES FOR ANY OF THE OTHER FINALISTS OR ANY OF THE OTHER ENTRANTS OTHER THAN THE HONOREE.

Prize(s) are non-transferable, with no cash redemptions, equivalents or substitutions (for products or services) except at Administrator's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in the Sponsor's sole and absolute discretion. Prize details and availability are subject to change and the Administrator's rules and restrictions, and in the event that a Sponsor is unable to provide the honoree with the prize, the Sponsor may elect to provide the honoree with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prizes are 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). Honoree will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether the prize(s), in whole or in part, are used. The approximate retail value of the prize(s) is based on available information provided to Administrator and the value of any prize awarded to an honoree may be reported for tax purposes as required by law. Honoree may be required to provide Administrator with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of the honoree. Unclaimed prize(s) will be forfeited.

10. Prize Implementation Requirements. The honoree must (and by submitting its Entry agrees to) fully-implement the entire prize package (the product prize, the technical support prize and the design support prize) and all reasonable changes at the salon, in the Administrator's sole and absolute discretion, necessary to support the implementation of the entire prize package at the salon that was the subject of the winning Entry within eighteen (18) months of being announced as the honoree, including, but not limited to:

- Implement the STX software system (as the salon's sole software) in, at least, one salon location that was the subject of the winning Entry;
- To sell and use the complete Keune product line (as the salon's primary retail hair product) in, at least, one salon location that was the subject of the winning Entry;
- Utilize and implement Minerva's design and furniture service to makeover at least one public area of the salon that was the subject of the winning Entry;
- Provide regular updates to Salon Today's editors regarding the positive impact of the prize package on the salon which will include, but is not limited to: participating in, at least, two (2) video interviews with Salon Today regarding the makeover/implementation of the prize package; provide Salon Today with images of the salon before, during, and after the

makeover/implementation of the prize package; provide Salon Today's editors with periodic updates regarding the makeover/implementation of the prize package; and submit, at least, three (3) substantial blog entries to Salon Today or agree to be interviewed by a Salon Today editor for the purposes of a blog (one blog entry before, one during and one after the makeover). The honoree agrees that Salon Today has the final editing rights over any of the above-referenced statements or communications.

If the honoree fails to fully comply with these prize implementation requirements, the compliance of which is determined in the Administrator's sole and absolute discretion, the honoree will be disqualified and the prize(s) will be forfeited and must be returned to the Administrator and Sponsors. Entrants agree that the decision of the Administrator, with respect to the honoree's compliance with the prize implementation requirements, is final and are not subject to review or any type of appeal.

11. General Conditions. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or 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, the announcement of the honorees or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Contest Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Contest Website. Persons who tamper with or abuse any aspect of the Contest or Contest Website or who are in violation of these Official Rules, as solely determined by Administrator, will be disqualified and all associated entries will be void. Should any portion of the Contest be, in Administrator's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Administrator, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Contest be unable to run as planned for any other reason, Administrator reserves the right, in its sole and absolute discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential honoree from all eligible, non-suspect entries received prior to the action taken or as otherwise deemed fair and appropriate by Administrator. **CAUTION: ANY ATTEMPT TO DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

12. Release. By participating in the Contest, entrants agree to release, discharge and hold harmless the Administrator, all the Sponsors, Salon Today (including, but not limited to, its editorial team), the Judges and each of their respective parents, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**"): from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Contest and/or related to any recognition or prize (including, without limitation, losses,

damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or recognition or prize). Without limiting the generality of the foregoing entrants agree that Released Parties: (A) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to recognition or prizes, including, without limitation, to any prize's quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("**Suppliers**") as a part of the prizes provided in connection with the Contest; and (C) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties. Each entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties. Administrator is 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. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims. If entrant is an eligible minor, his/her parent or legal guardian must agree to these Official Rules, including, without limitation, this Section.

12. Suspension / Modification / Termination. In the event Administrator 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 or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Administrator's control (each a "**Force Majeure**" event or occurrence) Administrator shall have the right to modify, suspend or terminate the Contest. Administrator additionally reserves the right, in its sole and absolute discretion: (1) to modify, suspend or terminate the Contest should causes beyond Administrator's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (2) to disqualify any entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Contest; (b) acting in violation of these Official Rules; or (c) acting in an un-sportsmanlike manner.

13. Governing Law / Resolution of Disputes. All disputes between an entrant and the Administrator or the Sponsors in connection with this Contest shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any principles of conflicts of law. Each entrant agrees to submit

and consent to the exclusive jurisdiction and venue of the state and federal courts located in Cook County, Illinois, in any action arising from or relating to this Contest or these Official Rules.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) 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; (3) 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 (4) 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.

14. List of Contest Honorees / Official Rules Requests. To receive notice of the honoree, send a stamped self-addressed envelope to: Salon Today's "Total Salon Makeover" Contest, Bobit Business Media, 2150 E. Lake Cook Road, Ste 500, Buffalo Grove, IL 60089, within sixty (60) days of announcement of the honoree. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to Salon Today's "Total Salon Makeover" Contest, Bobit Business Media, 400 Knightsbridge Parkway, Lincolnshire, IL 60069, prior to the end of the Entry Period. Vermont residents may omit return postage with Official Rules requests.

15. Identification of Administrator. This Contest is administrated by Bobit Business Media, Bobit Business Media, 2150 E. Lake Cook Road, Ste. 500, Buffalo Grove, IL 60089. If an entrant would like to be removed from the mailing list for the Contest, he or she should send written notification to the Administrator at this address.

16. Information Submitted. Information and materials submitted by or collected from entrant are subject to the Administrator's Contest Website Terms of Use available at: <http://www.modernsalon.com/terms-of-use/> and the Administrator's Contest Website Privacy Policy available at: <http://www.bobitbusinessmedia.com/privacy.aspx>. Individuals who consent on the entry form will have their information shared with the Administrator and each of the Sponsors. Salon Today's use of such information will be governed by their Privacy Policy available at: <http://www.bobitbusinessmedia.com/privacy.aspx>.

17. Miscellaneous. 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. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Documents 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. The Administrator's or Sponsors' 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. 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 the Contest Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

//END OFFICIAL RULES//