

“COLORTRAK "SUMMER OF COLOR" CONTEST”

OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve the chances of winning. The Contest, and any web site pages and advertisements relating thereto, is intended for viewing only within the 50 states of the United States of America and the District of Columbia.

2. CONTEST SPONSOR: The "Colortrak "Summer of Color" Contest" (the “**Contest**”) is sponsored by Betty Dain Creations, LLC, 9701 NW 112 Ave., Suite 10, Miami, FL 33178 (“**Sponsor**”).

3. ELIGIBILITY: To enter the Contest you must be (i) a licensed cosmetologist practicing in the hair coloring field, (ii) a permanent, legal resident of the 50 states of the United States or the District of Columbia, excluding Puerto Rico and (iii) eighteen (18) years of age or older as of **May 1, 2015. VOID WHERE PROHIBITED BY LAW.** Officers, directors and employees of Sponsor and its respective parent companies, distributors, affiliates, subsidiaries, and/or the advertising and promotion fulfillment and/or judging agencies of any of the foregoing that may be involved in this Contest (collectively, “**Sponsor and its agents**”), and the immediate family members (including, but not limited to, mothers, fathers, sisters, brothers, step-brothers, step-sisters and in-laws) or household members of any such person are not eligible. By participating, entrants unconditionally agree to comply with and abide by these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to this Contest. Sponsor will make eligibility determinations in its discretion and such decisions shall not be subject to challenge or appeal. **This Contest is in no way sponsored, endorsed or administered by, or otherwise associated with, Facebook or Instagram. You understand that you are providing your information to Sponsor and not to Facebook or Instagram.**

4. THE CONTEST: The Contest begins at 12:01 AM Eastern Time (ET) on June 1, 2016, and ends June 30, 2016 at 11:59 Eastern Time. The Contest consists of the four (4) phases (each, a "Phase", together, the "Phases") as set forth in the chart below:

Phase	Starts at 12:01 a.m. ET	Ends at 11:59 p.m. ET
Submission Phase	6/1/2016	6/30/2016
Judging Phase	7/1/2016	7/10/2016
Awards Phase Grand Prize	7/11/2016	7/11/2016
Awards Phase 3 Category Winners	7/18/2016	7/18/2016

5. HOW TO ENTER: U.S Entries ONLY. During the Submission Phase, visit www.colortracksoc.com (“**Website**”). Follow the instructions provided to complete and submit the entry on Instagram. Each entrant, as part of his or her Contest entry, must upload to Instagram a photograph (s) of such entrant's customer following a completed hair coloring and hair style along with a description and formula. For the entry to be eligible, the entrant must tag and follow Colortrak @colortrak on Instagram and use 2 hashtags, #colortracksoc and #colortrak with each entry. **In addition, each entrant must obtain the written consent of their respective customer to the use and publication of such customer's photograph and likeness on Instagram or any other platform.** The photos will show up as part of a feed on the contest details website. Further, the entrant must complete and submit all requested information according to the instructions on the Contest page. Each entrant must be the rightful owner of the photos submitted and the rightful owner of the Instagram profile used to submit. In the event of a dispute regarding the identity of who actually submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address attached to the Instagram profile. An “authorized account holder” is defined as the natural person to whom the applicable e-mail address has been assigned by the internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the address submitted. Each potential winner may be

requested to provide Sponsor, at Sponsor's sole discretion, with proof that he/she is the authorized account holder of the Instagram profile associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected Entry(ies) will be deemed ineligible.

Sponsor and its agents are not responsible for lost, late, damaged, misdirected, illegible, or incomplete entries. Incomplete entries are ineligible. **There is NO limit to entries per person, per Instagram profile for the entire Contest.** Collaged photos including more than 2 photos will be ineligible. Entry must show a before and after. Forged entries, altered entries or entries obtained or submitted other than as set out in these Official Rules will be void and ineligible. All entries become the exclusive property of Sponsor and, none will be acknowledged or returned. The Entry must be made by the entrant, only. Entries made by any other individual or any entity and/or originating from at any other Internet website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared void and as such deemed ineligible for this Contest. Entries will only be accepted on Instagram, no other social media platforms will be acknowledged.

Sponsor may prohibit an entrant from participating in the Contest if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor or its agents, or if entrant has or has attempted to submit malicious code, .exe files, or any file that contains malicious code.

6. HOW TO WIN: Winners will be determined via the process set forth below. By entering this Contest, entrants fully and unconditionally agree to be bound by these official rules and the decisions of Sponsor and the Judges (as defined below) will be final and binding in all matters relating to the Contest.

(i) Submission Phase: (June 1, 2016 – June, 30 2016)

(ii) Judging Phase: (July 7, 2016 – July 10, 2016) Following the end of the Submission Phase, all entries will be judged based on coloring techniques, styling finish and level of overall hair color transformation of model. There will be no open voting for this contest.

(iii) Awards Phase: (July 11, 2016 and July 18, 2016) Sponsor will select the top photo that has been chosen by the panel of judges as the Grand Prize Winner. Following the Grand Prize Winner announcement, 3 additional winners will be picked based on different hair color categories to receive a separate prize described below (each, an "**Additional Prize Winner**" and collectively with the Grand Prize Winner, the "**Prize Winners**"). If any selected Prize Winner cannot be reached by e-mail or social media message within three (3) business days of Sponsor's first attempt to notify such Prize Winner, such Prize Winner may be disqualified and an alternate winner may be selected from the remaining eligible entries. If a potential Prize Winner cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules, or if a prize or prize notification is returned as undeliverable, such potential Prize Winner will be disqualified and time permitting, at Sponsor's sole discretion, alternate potential Prize Winners may be selected from the remaining eligible Entries. Odds of winning depend on the actual number of eligible Entries received prior to the end of the Submission Phase. Prize Winners will be subject to verification.

7. PRIZES: Subject to verification and notification, the Prize Winners will receive one (1) of the following prizes (the "Prizes"), depending on whether such Prize Winner is the Grand Prize Winner, or an Additional Prize Winner.

- a) *Grand Prize.* The Grand Prize is a cash value of \$4,000.00. For an Artist Session with Modern Salon Magazine to be held in New York, United States, October 2016 with final dates yet to be determined with a total value of Two Thousand Four Hundred and Fifty Dollars (\$2,450.00) and an airfare travel voucher or Master Card equal to One Thousand Five Hundred and Fifty Dollars (\$1550.00) to be used for airfare expenses. They will also receive a set of Electric Neon Collection which will include 1 Electric Neon Collection cape (\$16.95), 1 Electric Neon Collection color set - Balayage Board and 3pk Brushes(\$14.99), 1 Electric Neon Collection color bowl (3.99), 1 Electric Neon Collection Croc Clips (\$7.95). If the Grand Prize Winner cannot attend the Artist Session, they will have the option, to exchange the prize for a cash prize instead with a total value of Two Thousand Dollars (\$2,000.00). The Approximate Retail Value ("**ARV**") for the Grand Prize is Four Thousand and Forty-Three Dollars and Eighty Eight Cents (\$4,043.88). Only one (1) Grand Prize will be awarded.

Artist Session:

WHO THIS SESSION IS FOR:

ARTIST SESSION is for any licensed salon professional looking to learn HOW to do a photo shoot, how to maximize those photographs and most importantly, how to UP YOUR PROFILE via freelance work. While many who attend have done photo work before, this is a perfect session for the first time artist comfortable with his or her ability to style hair. The two day session includes study in:

- How to find a model
- How to find an agent
- How to become a free-lance artist
- How to up your profile via public relations
- How to get the most out of a photo session
- How to work with the photographer and other professionals at a photo shoot
- What to expect at a photo session
- What to bring to a photo session
- How to work with a professional model
- How to deal with the various personalities at a studio
- Session terminology

PRICE:

\$2,000 for the two-day session

\$450 observer/assistant fee (with a registered attendee)

WHO THIS SESSION IS NOT FOR:

This session is NOT right for anyone looking to learn how to do hair. ARTIST SESSION is for hairdressers comfortable in their styling skills looking to learn how to best express their talent on a professional model, with a professional make up artist all in a professional studio.

This session is NOT right for anyone looking to cut or color a model. The models working for ARTIST SESSION come for STYLE ONLY.

WHEN/WHERE IS THE NEXT SESSION?

October, 2016 in New York City, United States. Dates TBD.

HOW MANY ATTEND:

10 – 12 (number based on studio size) licensed hairdressers are invited to participate. We try to leave some room for observers to attend or assist (up to 4).

What to expect at ARTIST SESSION:

Great speakers. This program “mixes it up” so we don’t release the names of our speakers before each session, however a few of past speakers have included:

- Oribe, industry superstar, on how to select a model and work with a photographer to get the best image possible.
- Dean Banowitz, famed stylist and founder of INSTYLER, on how to work with celebrities.
- Jayne Morehouse, public relations expert, offering advice on how to get published and recognized locally, nationally and internationally.
- Russell Haley, Hair and Makeup agent, on how to find an agent and how to prepare and organize a portfolio.
- Helen Oppenheim, editor of Spain's Peluquerias Magazine and former Creative Director for Vidal Sassoon Salons USA, on how to get published internationally and turn your photos into award winning images.
- Ted Gibson on how to use your visuals to make more money.
- Sam Villa, industry icon and founder of Sam Villa products, on mentoring and educating the salon community.
- Kim Vo on how to become a media star.
- Kevin Ryan and Frank Rizzieri on how to become the "go to" artist for editorial and fashion work.

- Rod Novoa on how to select the perfect outfit to accent your hair style.
- Anamarie Rizzieri, celebrity make up artist, on breaking in to the business and behind the scenes secrets.
- David Lopez on how to “break into the business” of session work.
- Sacha Quarles on doing hair for film.
- Luis Alvarez on the importance of photo presentation

AND SO MANY MORE.

"Shoot day", our second day of the session, is when artists, models and photography all come together. You bring your expertise, we provide the following:

- Professional make up
- Professional fashion styling
- Breakfast and Lunch

SAMPLE AGENDA:

DAY ONE:

Location: Studio TBD.

9 – 9:30: Attendees arrive to light snacks and coffee/tea.

9:30: program begins. Modern Salon Media Beauty and Fashion Director Maggie Mulhern offers introductions and overview.

10:00 Photographer Roberto Ligresti speaks about working with photographers, angles and photo studio etiquette.

10:30: Make up artist David Maderich speaks about life as a free lancer and working with other studio professionals.

11 – 11:30: Model casting overview. Maggie, Roberto and David demonstrate how to conduct a casting, including how to find models and what to look for in the right model for YOUR shoot.

11:30 – 1: Model casting. Models from various NY agencies arrive to the studio for your selection.

1 – 2:30: Lunch on your own. At this time Maggie and Roberto will arrange for your model selections and re-configure the room.

2:30 – 5: Program resumes with guest speakers. Day ends with the presenting of the Modern Salon Media Goody Bag.

DAY TWO:

Location: A larger photo studio not too far from Day One location. (We mix up the studios, so name and address announced closer to the date of the session.)

9 – 9:30: Attendees arrive, select space and set up.

9:30: models arrive and YOUR shoot begins.

4:30: Wrap up and leave the studio. Some artists will have finished earlier in the day, but are invited to stay and observe others at work or on set.

WHAT TO BRING:

DAY ONE:

Please make sure to bring paper and pen. There will be hand-outs but we have learned that several attendees like to take notes. While video cameras are not allowed for the presentations, you may want to have a camera or video handy to capture any surprise visitors. Please do NOT bring products and tools. You will not be doing any hair on day one.

DAY TWO:

Definitely bring a still and video camera. You will want to record this special day. This is the day to bring all of your favorite products and tools. While you will be given a goody bag filled with wonderful, hand selected appliances, you may still want to have your favorite items handy.

WHAT TO WEAR:

Be comfortable. True session artists dress to be standing long hours or work on set.

WHERE THE IMAGES WILL APPEAR:

Modern Salon Media is underwriting the costs of the session and has first access to the finishes.

Once published, you may offer the images up for your local or international publications. Covered in day one will be how to write a press release and how to contact other media outlets.

SPECIAL NOTES:

The photos taken at ARTIST SESSION are for editorial purposes only. In other words, these pictures are for magazine editorial pages. These may not be sold or used in any kind of advertising or advertorial materials. The models, make up artists and fashionstylists booked for the session sign releases for editorial content ONLY. Attendees will be held responsible for the sums incurred if the images appear in any other capacity other than editorial use. Likenesses of the images or of the models may not be used in videos to be sold on websites. All of this will be re-iterated and explained on day one of the session.

- b) *Additional Prizes.* Three (3) Additional Prize Winners will be chosen from among the remaining Entries chosen based on different hair color categories. Each Additional Prize Winner will receive a prize package that will include a set of Electric Neon Collection which will include (i) 1 Electric Neon Collection cape (\$16.95), (ii) 1 Electric Neon Collection color set - Balayage Board and 3pk Brushes(\$14.99), (iii) 1 Electric Neon Collection color bowl (3.99), (IV) 1 Electric Neon Collection Croc Clips (\$7.95). The ARV for each Additional Prize is Forty-Three and 88/100 Dollars (\$43.88). The ARV for all three (3) Additional Prizes is One Hundred Thirty-One and 64/100 Dollars (\$131.64).

The total ARV for the Grand Prize and all Additional Prizes (collectively, the "Prizes") are Four Thousand One Hundred Seventy-Five and 52/100 Dollars (\$4,175.52).

If any Prize is unclaimed, such Prize will be awarded to an alternate winner. Depiction of any Prize or any portion thereof, in any advertising, promotional materials, or on Sponsor's website(s) or on the Contest webpage may not reflect the actual prize(s) delivered to a Prize Winner. Sponsor or its agent shall not be responsible for delays in delivery of any portion of any Prize once sponsor or its agent has shipped a Prize. Each Winner shall bear all risk of loss or damage to their Prize after it has been delivered to such Prize Winner. Each Prize Winner is solely responsible for all Federal, State, and local taxes on or connected to their Prize and/or such Prize Winner's acceptance thereof, and the reporting consequences thereof. If required by law, the Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due. Each Prize Winner may be issued an IRS Form 1099 for the ARV of their awarded Prize. Other restrictions may apply. Each non-cash prize, or any portion thereof, is subject to availability and Sponsor in its sole discretion may substitute cash or a different prize of approximately equivalent or greater retail value except where prohibited by law. No Prize Winner may assign or transfer their Prize, or any portion thereof, to another person or entity. Cash prize for travel expenses is estimated based on the market at the time of research. The sponsor is not responsible for price increases in the market. Winner is responsible for paying the monetary difference should prices in flight and hotel increase.

Sponsor makes no warranty, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PRUPOSE AND/OR NON INFRINGEMENT.

8. CLAIMING PRIZE/RELEASES. Eligibility, age and all claims made by potential winner(s) are subject to verification. Sponsor is not responsible for fraudulent calls/mail/e-mails made by any party, or sent to entrants not by Sponsor. Each potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). Acceptance of a prize constitutes Prize Winner's permission for the Sponsor to use Prize Winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed (including, but not limited to publishing the Prize Winner's name on Sponsor's Facebook and/or Twitter pages, Instagram and other platforms), in perpetuity, without further compensation, except where prohibited by law. If any selected potential Prize Winner fails to comply with these official rules, is found to be ineligible and/or does not submit required documentation within the designated period, their Prize will be forfeited and an alternate Prize Winner selected. By accepting any Prize, or any portion thereof, Prize Winner(s) further acknowledges that the Sponsor and any other entity involved with this Contest have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied in fact or in law, relative to the Prize or the Prize suppliers or to any portion thereof, including by not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose of any portion of the Prize. If any Contest Prize notifications are returned as undeliverable, or if any Prize Winner refuses their Prize, such Prize Winner will be disqualified and an alternate Prize Winner may be selected in accordance with the rules of this Contest. Grand Prize Winner is solely responsible for complying with the applicable nationally-recognized cruise line's policies and procedures in connection with such Grand Prize Winner's use of the Grand Prize, and Sponsor shall have no responsibility or liability in connection therewith.

9. GENERAL. By entering the Contest and/or accepting any prize, or any portion thereof, each entrant (and any minor entrant's parent or legal guardian): (a) unconditionally agrees be bound by these Official Rules; (b) on behalf of the entrant and his or her estate or heirs, releases Sponsor and its agents from any and all costs, injuries, losses or damages of any kind including, without limitation, death and bodily injury, due in whole or in part directly or indirectly, to participation in the Contest or any Contest-related activity, or the receipt, use or misuse of any prize, or portion thereof; and (c) waive any right to claim ambiguity in the Contest or these Official Rules. All taxes and other expenses not specified herein, including federal, state, local, and departure, licenses and registrations, are the sole responsibility of the winner. All federal, state, and local laws and regulations apply. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest, to void suspect entries and/or cancel, terminate or suspend any portion of this Contest should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Contest and, in any such event, at its discretion, select the winner from eligible, non-suspect entries received prior to the event requiring such termination, cancellation or suspension. This Contest may not be used for any form of gambling.

10. LIMITATIONS ON LIABILITY/UNFORSEEN EVENTS: Sponsor, Facebook, Inc., Instagram and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (all such individuals and entities collectively referred to therein as, the "**Released Parties**") shall not be responsible or liable for any property loss, damage, personal injury, or death, in connection with the Prize provided pursuant to the Contest and/or any person's participation in the Contest. Notwithstanding anything to the contrary contained herein, the Released Parties shall not be liable to any Winner or any other person for failure to supply the Prize or any part thereof, for any reason beyond the reasonable control of Sponsor (including, but not limited to, acts of God, or any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity) (each an "**Event of Force Majeure**"). If for any reason (including, but not limited to, an Event of Force Majeure) Sponsor cannot or elects not to continue the Contest, then the Contest will not resume until Sponsor resumes normal business, if ever. In the event that this Contest is challenged by any legal or regulatory authority (including but not limited to any federal or state governmental authority), Sponsor reserves the right to discontinue or modify the Contest, as applicable, or to disqualify entrants residing in any affected geographic areas, as applicable. In such event, Sponsor shall have no liability to any entrants who are disqualified due to such an action. If for any reason this Contest is not capable of running as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend or extend the Contest. The Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (a) by wrongful, negligent, or unauthorized act or omission on the part of any of Contest prize manufacturer, supplier or any of their agents, servants, employees, or independent contractors, (b) 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, or (c) any cause, condition or event whatsoever beyond the control of the

Released Parties. The Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or irregularity arising out of or relating to any prize granted under this Contest, even if caused by the negligence of any maker, distributor or supplier of any portion of any Prize or their respective parents, subsidiaries, and affiliated companies.

11. GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants or Sponsor in connection with the Contest or in connection with any submission or other material submitted in connection with the Contest, shall be governed by and construed in accordance with internal laws of the State of Florida without giving effect to any choice of law of conflict of law rules or provisions that would cause the application of any other state's laws. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

12. OFFICIAL RULES / WINNER LIST. Visit www.colortraksoc.com to view or obtain a copy of the Official Rules or any legally required list of official winners for the Contest. Any legally required winner's list may be available for a period of thirty (30) days following the end of the Awards Phase. The Official Rules may not be available following the end of the Awards Phase.

1. You must follow @colortrak on Instagram and use both hashtags #colortraksoc and #colortrak.
2. Private profiles not accepted. U.S entries only.
3. You must submit NEW, original client transformations with a description and formula.
4. Your submission should include a before and after.
5. The "after" shot should feature a flawless finish and impeccable hair style (color and style will be judged).
6. Only 1 transformation per image.
7. Multiple submissions allowed.
8. App filters and Photoshop not allowed.
9. Only Instagram entries will be considered.