

## OFFICIAL RULES

framesi North America

MORPHOSIS \$15,000 Stylist Sweepstakes Promotion

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.**

**THESE OFFICIAL RULES (THESE “OFFICIAL RULES”) GOVERN YOUR PARTICIPATION IN THE MORPHOSIS \$15,000 STYLIST SWEEPSTAKES PROMOTION (THE OR THIS “PROMOTION”). BY ENTERING THE PROMOTION, ALL ENTRANTS (AS DEFINED HEREIN) FULLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE PROMOTION SPONSOR, FRAMESI NORTH AMERICA (“FRAMESI” OR “SPONSOR”), WHICH DECISIONS WILL BE FINAL AND BINDING IN ALL MATTERS RELATING TO THE PROMOTION.**

**THESE RULES CONCERN YOUR PARTICIPATION IN THE PROMOTION ONLY. ALL OTHER AGREEMENTS BETWEEN YOU AND FRAMESI SHALL NOT BE IMPACTED BY THESE OFFICIAL RULES AND SHALL CONTINUE IN FULL FORCE AND EFFECT IN ACCORDANCE WITH THEIR TERMS.**

1. **Eligibility.** Individuals participating in the Promotion in accordance with these Official Rules must be legal residents of the United States including the District of Columbia who are 18 years of age or older (or of legal age of majority in their state of residence) (each such participating individual, an **“Eligible Entrant”**). Notwithstanding anything to the contrary, residents of U.S. territories and the States of New York, and Florida (collectively, the **“Ineligible U.S. Jurisdictions”**) are ineligible. This Promotion is void (a) outside of the United States, (b) in the Ineligible U.S. Jurisdictions and (c) anywhere else the Promotion is otherwise prohibited or restricted by law (collectively, the **“Ineligible Jurisdictions”**), and any individual submitting an entry from the Ineligible Jurisdictions shall not be an Eligible Entrant. Employees of Sponsor and all of its parents, affiliates, subsidiaries, and its advertising and promotion agencies and the members of their immediate families (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household with such individuals (whether related or not) are not eligible to enter the Promotion, be an Eligible Entrant or win a Prize (as defined herein). Individuals who are not Eligible Entrants, who nonetheless submit entries, will, based on such submissions, be subject to the general provisions (Section 10) of these Official Rules.

2. **Sponsor.** Framesi North America, 17 Avenue A, Leetsdale, PA 15056.

3. **Overview.** Individuals can enter the Promotion during the Entry Period (as defined herein) (a) following their purchase of any MORPHOSIS product during the Entry Period (a **“Product Purchase”**), or (b) through the alternative method of entry (**“AMOE”**, together with a Product Purchase, each a **“Method of Entry”**). Each Method of Entry is more fully described in Section 4 below. Sponsor will award the following prizes via a random drawing from all timely received entries:

a. **GRAND PRIZE:** One (1) grand prize winner will receive a cash prize in the amount of \$10,000.00 USD (the **“Grand Prize”**);

b. **Second Prizes:** Five (5) winners will each receive a cash prize in the amount of \$1,000.00 USD (collectively the “**Second Prizes**”); and

c. **Third Prizes:** Ten (10) winners will each receive a MORPHOSIS Introductory Offer Kit of MORPHOSIS shampoo, conditioner products, and accessories (each valued at ~\$1,000.00 USD (based on salon pricing)) (the “**Third Prizes**,” and together with the Second Prizes,” and the Grand Prize, collectively, the “**Prizes**”).

4. **HOW TO ENTER.** Individuals can enter the Promotion by either Method of Entry, as set forth below.

a. **MORPHOSIS Product Purchase:** An individual may enter the Promotion following his/her making a Product Purchase (at a full or discounted price). Following such Product Purchase, an individual may enter the Promotion by submitting a picture of the purchased MORPHOSIS product (in which the bar code is clearly visible) together with a copy of the receipt for the purchased MORPHOSIS product to Framesi either (i) by email to [MORPHOSISpromotion@framesi-na.com](mailto:MORPHOSISpromotion@framesi-na.com) or (ii) by text to 412-356-1374 (the “**Product Purchase Entry Communication**”, and the entry made pursuant thereto, a “**Product Purchase Entry**”, and collectively, the “**Product Purchase Entries**”). An Entrant’s Product Purchase Entry Communication must be received by Framesi during the Entry Period to be an eligible Product Purchase Entry. A Product Purchase Entry Communication must include the first and last name of the licensed stylist, telephone number and email address in order to be complete. Each product purchased during the Entry Period (as set forth in Section 5 below) entitles the buyer to one Product Purchase Entry.

b. **Alternative Method of Entry.** An individual may enter the Promotion via AMOE, without a Product Purchase. To enter via AMOE, an Eligible Entrant **must** send to Framesi by U.S. Mail addressed to Framesi North America 17 Avenue A Leetsdale, PA 15056 a standard, white, one-sided, unfolded, unlined 4x6 inch index card containing the following information (in the order that follows, an “**AMOE Entry**,” and collectively, the “**AMOE Entries**”): (i) the Eligible Entrant’s full name as shown on his/her government issued identification; (ii) the Eligible Entrant’s e-mail address; (iii) the Eligible Entrant’s home address; (iv) the following statement: “I wish to enter the MORPHOSIS \$15,000 Stylist Sweepstakes Promotion. By submitting this request, I hereby declare that I have read, understood and agree to be bound by Official Rules of the MORPHOSIS \$15,000 Stylist Sweepstakes Promotion”; and (v) immediately beneath the statement in item (iv), Eligible Entrant’s handwritten signature and the date of such signature in MM/DD/YYYY FORMAT. If any portion of the AMOE Entry is handwritten, then the handwritten portion must be legible, otherwise the AMOE Entry will be void. The legibility of an Eligible Entrant’s handwriting will be determined by Sponsor in its sole discretion. Sponsor is not responsible for the U.S. Mail and only AMOE Entries that Sponsor actually receives during the Entry Period will be accepted. Only one AMOE Entry per outer envelope. Each AMOE Entry request entitles the requestor to one AMOE Entry.

All Product Purchase Entries and AMOE Entries submitted in accordance with these Official Rules shall be hereinafter referred to as “**Eligible Entries**.” All Prizes must be redeemed in accordance with these Official Rules. The right to redeem a Prize

is non-transferrable. There is no cost to redeem a Prize, however internet access charges and/or wireless data rates may apply.

5. **Entry Period.** The Promotion will commence on January 2nd, 2024 at 12:01:00 AM Eastern Standard Time and terminate on March 31<sup>st</sup>, 2025 at 11:59:59 Eastern Standard Time (the period between commencement and termination being, the “**Entry Period**”).

6. **Odds.** An Eligible Entrant’s odds of winning any of the Prizes will depend on the overall number of Eligible Entries.

7. **Selection of Winners.**

a. **Grand Prize (1).** The potential winner of the Grand Prize will be selected by Sponsor via a random drawing conducted by Framesi on April 17<sup>th</sup>, 2025 at 11:00 am EST from the Eligible Entries. Sponsor will advise the potential Grand Prize winner by email using the contact information that was provided as part of the potential Grand Prize winner’s Eligible Entry. Failure by the potential Grand Prize winner to respond to Sponsor’s requests for information and documentation shall result in forfeiture of the Grand Prize by the potential Grand Prize winner. In the event of such forfeiture, Sponsor will select another potential Grand Prize winner from the remaining Eligible Entries by random drawing.

b. **Second Prizes (5).** The potential winners of the Second Prizes will be selected by Sponsor via random drawings conducted by Framesi on April 17<sup>th</sup>, 2025 at 11:00 am EST from the Eligible Entries. Sponsor will advise the potential Second Prize winners by email using the contact information that was provided as part of each potential Second Prize winner’s Eligible Entry. Failure by any potential Second Prize winner to respond to Sponsor’s requests for information and documentation shall result in forfeiture of the Second Prize by the non-responding potential Second Prize winner(s). In the event of such forfeiture(s), Sponsor will select another potential Second Prize winner(s) from the remaining Eligible Entries by random drawing(s).

c. **Third Prizes (10).** The potential winners of the Third Prizes will be selected by Sponsor via random drawings conducted by Framesi on April 17<sup>th</sup>, 2025 at 11:00 am EST from the Eligible Entries. Sponsor will advise the potential Third Prize winners by email using the contact information that was provided as part of each potential Third Prize winner’s Eligible Entry. Failure by any potential Third Prize winner to respond to Sponsor’s requests for information and documentation shall result in forfeiture of the Third Prize by the non-responding potential Third Prize winner(s). In the event of such forfeiture(s), Sponsor will select another potential Third Prize winner(s) from the remaining Eligible Entries by random drawing(s).

8. **Winner Verification.** Each potential winner must prove eligibility and identification via e-mail, including, without limitation, proof of age and residence, no later than April 28<sup>th</sup>, 2025 after Sponsor contacts or attempts to contact potential winners as set forth in these Official Rules. To be eligible for a Prize, any potential winner must, at Sponsor’s discretion, sign within seven (7) calendar days of receipt the following documents provided by Sponsor: (a) an affidavit of eligibility and release (including a name, image, likeness release) releasing the Released Parties (as defined below) from any and all liability, loss, claims, demands, and causes of action for

personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Promotion or the use/misuse or acceptance of a Prize or any portion thereof; and (b) except where prohibited by law, a promotional release granting Released Parties the right to use his/her name and likeness for advertising and publicity purposes without additional compensation; and any other documentation required by Sponsor, including tax-related forms, and potential winner's social security number or local equivalent for tax purposes (collectively, the "**Releases**"). Entry into this Promotion constitutes an Eligible Entrant's agreement to sign such Releases. Potential winners shall be responsible for obtaining and returning signed copies of the Releases within the allotted timeframe. Failure to return all such documents and comply with deadlines set forth in these Official Rules, or other noncompliance with these Official Rules will, in Sponsor's sole and absolute discretion, result in disqualification of a potential winner. Upon any such disqualification, Sponsor will, via random drawing, select an alternate potential winner from the remaining Eligible Entrants. Upon receipt and acceptance by Sponsor of all requested documentation from a potential winner, Sponsor shall deem such potential winner an official Promotion winner (a "**Prize Winner**"). In the event of an unclaimed Prize(s), there will be a additional random drawing(s) for such Prize(s) from the remaining Eligible Entrants. For purposes of these Official Rules, "**Released Parties**" shall be Sponsor or its affiliated companies, parents, subsidiaries, or their respective officers, directors, employees, agents, members, successors and assigns, and any administrator of the Promotion, and their respective affiliates, subsidiaries, and advertising, promotion and service agencies involved in this Promotion.

9. **Prize Fulfilment.** Upon a potential winner becoming a Prize Winner (as set forth in Section 8 of these Official Rules) of the Grand Prize or a Second Prize, Sponsor will send a bank check from FramKat, LP, d/b/a Framesi North America to the Grand Prize winner in the amount of the Grand Prize, and each Second Prize winner in the amount of the Second Prize by mail, using the contact information that was provided as part of the Prize Winner's Eligible Entry. Upon a potential winner becoming a Prize Winner (as set forth in Section 8 of these Official Rules) of a Third Prize, Sponsor will have the Third Prize delivered to each Third Prize winner at the address provided as part of the Third Prize winner's Eligible Entry. All details related to the Prizes not specified in these Official Rules shall be solely determined by Sponsor. By entering into the Promotion, the Prize Winners (and all other Eligible Entrants) are required to comply with any and all applicable federal, state, and local laws, rules, and regulations. **THE PRIZE WINNERS SHALL BE LIABLE FOR ANY AND ALL TAXES ON THE VALUE OF THE PRIZES RECEIVED.** All federal, state and local taxes (if any), and any other costs and expenses associated with the Prizes are solely the Prize Winner's responsibility. Sponsor will, as required by applicable law, report each Prize Winner's receipt of a Prize to the Internal Revenue Service. Sponsor shall have no responsibility or obligation to the Winner, or potential Winner, who is unable or unavailable to accept the Prizes as described herein. No substitution or transfer of the Prizes or any portion thereof is permitted, and without limiting the generality of the foregoing provision, the Third Prizes have no cash value nor are they otherwise exchangeable for cash.

## 10. **General Terms.**

a. **Disqualification.** Noncompliance by an Eligible Entrant with any of these Official Rules, in Sponsor's sole discretion, may result in disqualification of an Eligible Entrant's entry.

b. **Promotion Malfunctions.** The Released Parties assume no responsibility for incorrect, inaccurate, or late entry information whether caused by any of the equipment or programming associated with or utilized in this Promotion or by any human error which may occur in relation to the Promotion or the processing of the Prize Winners. Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion or Official Rules for any reason, including if the Promotion is not capable of running as planned, including, without limitation, unauthorized intervention, fraud, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, or amendment and/or adoption of new or existing laws and/or regulations regarding the administration, operation or any other aspect of the Promotion in any jurisdiction. All interpretations of these Official Rules and decisions by Sponsor are final. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A POTENTIAL VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO REMOVE SUCH UNDERMINING INDIVIDUAL FROM THE PROMOTION, AS WELL AS FROM ALL FUTURE PROMOTIONS, REQUIRE THE FORFEITURE OF ANY PRIZES WON, AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

c. **Release.** BY ENTERING THE PROMOTION, ENTRANTS RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART FROM THE PROMOTION OR PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITY, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANYTHING RECEIVED IN CONNECTION WITH THE PROMOTION.

d. **Indemnification.** By entering the Promotion, each Eligible Entrant agrees to indemnify and hold harmless the Released Parties from and against any and all liabilities, claims, suits, losses, damages, expenses and costs (including, but not limited to reasonable attorneys' fees) initiated by a third party resulting or arising from an Eligible Entrant's participation therein, (b) any breach or violation of any representation, warranty, obligation or covenant made by each Eligible Entrant herein; and (c) the award, receipt, use or misuse of any Prize.

e. **Use and Transfer of Personal Information.** By entering the Promotion, each Eligible Entrant agrees that their personally identifiable information collected or used in connection with the Promotion may be used by Sponsor in accordance with these Official Rules. Any personal information held by Sponsor in

connection with the Promotion will be held on record for a reasonable period to fulfill the purpose for which such personal information was collected. If an Entrant gives Sponsor permission to pass on his/her personal information to a third party, then this shall no longer be the responsibility of Sponsor and shall be subject to the privacy policy of that third party.