

“TRANSFORM YOUR HAIR WITH JOHN FRIEDA” CONTEST RULES

THE “TRANSFORM YOUR HAIR WITH JOHN FRIEDA” CONTEST (THE “**CONTEST**”) WILL BE CONDUCTED IN CANADA AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. ELIGIBILITY.

1.1 To be eligible for this Contest, an individual must:

- (a) be a legal resident of Canada;
- (b) be of the age of majority in his/her province or territory of residence or older at the time of entry;
- (c) be the sole owner of all right, title and interest (including copyright) in and to the Work (as defined in Section 3.2 below) submitted in connection with the Contest;
- (d) be legally able to travel to Toronto, Ontario and have any and all necessary documentation that may be required for presentation to Canadian airport personnel; and
- (e) if selected as a potential Winner (as defined in Section 4.1 below) be willing and able to travel between April 1, 2019 and May 12, 2019 (exact dates to be determined by Corus (as defined below)) and to be featured on the program *Entertainment Tonight Canada* (the “**Program**”). The Program will be publicly disseminated (including without limitation, over broadcast and internet properties). The potential Winner will not be compensated for their participation in the Program.

1.2 The following people are not eligible to enter the Contest:

- (a) Employees of Corus Television Limited Partnership, by its general partner Corus Television G.P. Inc., its parent, affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Corus**”);
- (b) Employees of Kao Canada Inc., its affiliates, subsidiaries, related companies, successors and assigns (collectively, “**Kao**”);
- (c) Judges of the Contest;
- (d) Any person who has been confirmed as a winner of two (2) Corus administered contests within six (6) months preceding the Contest start date indicated below; and
- (e) The household members of any of the parties listed in Section (a) to (d) above.

1.3 Corus shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other

information requested by and supplied to Corus for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Corus reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply information that does not meet these requirements.

2. CONTEST PERIOD. The Contest begins at 10:00 a.m. Eastern Daylight Time (“**EDT**”) on March 18, 2019 and ends at 11:59 p.m. EDT on April 14, 2019 (the "**Contest Period**") after which time the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

3.1 There is no purchase necessary to enter the Contest. To enter, complete and submit the entry form located at <https://contests.etcanada.com/john-frieda> (the “**Contest Microsite**”). No entries will be accepted by any other means.

3.2 Each entrant must submit an entry form together with a photo (maximum four (4) MB) of him or herself with an English language written submission of no more than one thousand (1,000) words in length outlining their demanding hair issues (the “**Work**”).

3.3 By participating in this Contest, each entrant represents and warrants that the Work: (i) does not contain any material, language or gestures that are libelous, defamatory, indecent, profane, obscene or violent and does not violate any laws relating to hate speech or otherwise; (ii) is original, solely created by the entrant and that no third party participated as an author, co-author or otherwise in the creation of the Work or any part thereof; (iii) all right, title and interest (including copyright) therein is owned and/or controlled by the entrant to the full extent necessary to enable Corus to use the Work as contemplated by these Contest Rules; (iv) the Work does not infringe upon the intellectual property rights, proprietary interests or other statutory or common law rights of any third party; (v) does not contain any recognizable logos or any other copyrighted material; (vi) does not contain any mention, endorsement, or “plug” any commercial product, service, venture or thing, including, without limitation, the name of your employer; and (vii) has not been submitted in connection with any other contest and/or promotional campaign.

3.4 Limit of one (1) entry per person during the Contest Period. In the case of multiple entries, only the first eligible entry will be considered.

3.5 All entries including the Work, become the sole property of Corus and will not be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as a potential winner.

3.6 Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of the Contest Rules, “authorized account holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide Corus with proof that they are the authorized account holder of the e-mail address associated with their entry.

4. PRIZES.

4.1 There are eight (8) prizes (each, a **“Prize”** collectively, the **“Prizes”**) available to be won by the Prize winners (each, a **“Winner”** collectively, the **“Winners”**) consisting of a trip for two (2) to Toronto, Ontario (the **“Destination”**) which shall include:

- (i) Round-trip economy airfare for the Winner and his/her guest (the **“Guest”**) leaving together from the same gateway, on the same itinerary, from a major Canadian airport located near the Winner’s home, as determined by Corus in its sole discretion, to the Destination;
- (ii) Round-trip ground transportation for the Winner and Guest between the airport and hotel at the Destination;
- (iii) Round-trip ground transportation for the Winner and Guest between the hotel and the salon at the Destination;
- (iv) One (1) night hotel accommodation at a hotel to be selected by Corus in its sole discretion for the Winner and Guest based on double occupancy unless otherwise indicated;
- (v) A hair makeover with make-up application;
- (vi) One (1) clothing outfit; and
- (vii) One (1) John Frieda prize pack.

4.2 Each Prize has an approximate value of three thousand five hundred Canadian dollars (CDN \$3,500.00). Actual value of each Prize will depend on departure city.

4.3 Winners are not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

4.4 Corus and/or Corus’ representatives will contact each Winner to coordinate the provision of the Prize within five (5) days once such Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.

5. PRIZE CONDITIONS.

5.1 All bookings and/or reservations are subject to availability at time of booking. Winner and his/her Guest must be available to travel between April 1, 2019 and May 12, 2019 with exact dates to be determined by Corus. Should Winner and/or Guest be unable to travel on the dates and times designated by Corus, the Prize will be forfeited and may be awarded to an alternate winner.

5.2 Winners and Guests will be responsible for any other expenses not explicitly included in the Prize including but not limited to transportation to and from originating airport, travel and medical insurance, travel documentation, airport improvement fees, bag check fees, taxes, gratuities, telephone calls, and in-room charges. Winners may be required to present a valid major credit card upon check-in at the hotel to cover any expenses over and above the standard room charge.

5.3 If a Winner lives within a two hundred kilometer (200 km) radius of the Destination the Prize will not include airline travel to and from the Destination. Alternative transportation may be awarded,

as determined by Corus in its sole discretion. Winner will not be entitled to receive the value of the flight.

5.4 Guests must: (i) be of the age of majority or older in their province or territory of residence; (ii) be legally able to travel to the Destination and have any and all necessary documentation as may be required for presentation to Canadian airport personnel; and (iii) comply with the Contest Rules and sign and return the Releases (as described in Section 7 below).

5.5 Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of Corus. Any unused, unclaimed or declined portion of a Prize will be forfeited, have no cash value and Corus shall have no obligation to provide either an alternative or value-in-kind. Corus reserves the right, in its sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

5.6 Shipped Prizes shall not be insured and Corus shall not assume any liability for lost, damaged or misdirected Prizes.

6. WINNER SELECTION.

6.1 Eight (8) Winners shall be selected as follows:

(a) On the date indicated in the chart below, the specified number of Winner(s) will be selected from the pool of eligible entries received by Corus to date during the Contest Period. If not selected, Entries will remain in the pool until the last selection date.

Date:	Number of Winners Selected:
March 27, 2019	Two (2)
April 3, 2019	Two (2)
April 10, 2019	Three (3)
April 17, 2019	One (1)

(b) Between March 27, 2019 and April 17 2019 in Toronto, Ontario, eight (8) entrants will be selected by Corus and or Corus' representatives (the "**Judges**") based on the following equally weighted criteria: (i) the creativity of the work; (ii) the entrant's skill in presenting their story; and (iii) the compelling nature of their story (the "**Criteria**"). Each entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by Corus and the application of the Criteria to eligible entries by the Judges. Before being declared a Winner, each selected entrant shall be required to comply with the Contest Rules and to sign and return the Releases.

(c) The Judges, in their absolute discretion, shall select the Winners based upon the above Criteria. The decisions of the Judges shall be final and binding and may not be challenged in any way.

- (d) EACH SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE NO LATER THAN APRIL 19, 2019 AT 5:00 P.M. AND MUST RESPOND WITHIN ONE (1) BUSINESS DAY OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone or e-mail (as specified in the notification) to the contact number or e-mail address provided no later than the indicated deadline set out in the Contest Rules and/or the notification. If the selected entrant does not respond accordingly, he/she will be disqualified and will not receive a Prize and another entrant may be selected in Corus' sole discretion until such time as an entrant satisfies the terms set out herein. Corus is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for Corus to receive a selected entrant's response.
- (e) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.

7. RELEASE.

7.1 Potential Winners and Guests will be required to execute two (2) legal agreements and releases.

- (a) The first release confirms each potential Winners' and Guests': (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of Corus, Kao and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, costs or expenses arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to Corus of the unrestricted right, in Corus's sole discretion, to produce, reproduce, display, publish, convert, post, serve, broadcast, exhibit, distribute, adapt and otherwise use or re-use the Winners' and Guests' name, statements, image, likeness, voice, biography and the Work, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof (the "**Contest Release**"); and
- (b) The second release confirms, among other things, Corus' ownership in and rights to exploit the Winners' and Guests' appearance in the Program (the "**Visual Release**", together with the Contest Release, the "**Releases**").

The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

- 8. INDEMNIFICATION BY ENTRANT.** By entering the Contest, each entrant releases, indemnifies and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from (a) their participation in the Contest or any Contest-related activity; (b) the acceptance, use, or misuse of any Prize; or (c) any breach of the Contest Rules. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the entrant's participation in the Contest, without limitation.
- 9. RIGHTS CLEARANCE.** By providing the Work to Corus in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Work and shall grant to Corus a worldwide, gratuitous, irrevocable, and exclusive licence to copy, modify, produce, reproduce, display, publish, exhibit, distribute, convert, adapt, post, serve, broadcast, communicate by telecommunication, transmit and otherwise use or reuse the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. Corus assumes no responsibility for any claims of infringement of rights to copyright, privacy, personality or otherwise, and all such liability shall remain with the entrant. Corus reserves the right to exclude any Work for any reason whatsoever, including but not limited to, on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Corus in its sole discretion.
- 10. LIMITATION OF LIABILITY.** Corus assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. Corus is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. Corus assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including reasons beyond the control of Corus, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Microsite.
- 11. CONDUCT.** By participating in the Contest, each entrant is deemed to have executed and agrees to be bound by the Contest Rules, which will be posted at the Contest Microsite and made available throughout the Contest Period. Each entrant further agrees to be bound by the decisions of Corus and the Judges, which shall be final and binding in all respects. Corus reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest and/or the Contest Microsite or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Corus property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass Corus or any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST MICROSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CORUS RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Winner and Guest must at all times behave appropriately when taking part in the Prize and comply with the Contest Rules and any other rules or regulations in force at the Prize-related locations. Corus reserves the right to remove from the Prize-related locations, any Winner and/or Guest who breaks such rules and/or fails to behave appropriately and to disqualify such Winner and/or Guest.

Any disqualified Winner and/or Guest will forfeit any un-awarded elements of the Prize.

12. PRIVACY / USE OF PERSONAL INFORMATION.

12.1 By participating in the Contest, each entrant: (i) grants to Corus the right to use his/her name, age of majority confirmation, city, province, telephone number, e-mail address and/or submitted Work (collectively the “**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners and coordinating the provision of the Prizes; (ii) grants to Corus the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that Corus may disclose his/her Personal Information to third-party agents and service providers of Corus in connection with any of the activities listed in (i) and (ii) above.

12.2 By opting-in you consent to Corus’ disclosure of your Personal Information to Kao so that you may be contacted to promote opportunities to subscribe to newsletters or promotional clubs. Kao will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with Kao’s Privacy Policy at: <https://www.johnfrieda.com/en-CA/privacy-policy/>.

12.3 By opting-in you consent to Corus using your Personal Information to contact you to receive electronic communications including newsletters, exclusive updates and promotions. Corus will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with Corus’ Privacy Policy at: <http://www.corusent.com/privacy-policy/>.

13. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are the property of their respective owners and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

14. TERMINATION. Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, Corus reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

15. LAW. These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over Corus. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and Corus in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws.

- 16. DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.
- 17. FOR RESIDENTS OF QUEBEC.** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- 18. SOCIAL MEDIA.** This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized. Any questions, comments or complaints regarding the Contest must be directed to Corus.

Schedule "B"

I: Entrant Information:

The Entrant Information collected shall consist of the following information:

- E-mail address
- First Name
- Last Name
- Age of Majority Confirmation
- City
- Province
- Phone Number

The Contest Microsite will include a drop down list of demanding hair issues, which shall be optional and any and all responses shall be provided to Kao on an anonymized basis.

II: Use of Entrant Information

Unless otherwise permitted hereunder and only where Entrants have "opted-in" for such uses, Entrant Information may be used solely for the following purposes:

1. **Corus' Permitted Use:** Corus may use Entrant Information to contact Entrant to receive electronic communications including newsletters, exclusive updates and promotions
2. **Kao's Permitted Use:** Kao may use Entrant Information to contact entrant to promote opportunities to subscribe to Kao's newsletters or promotional clubs.