

BACK TO SCHOOL GIVEAWAY

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

ENTER VIA THE NATURALLYCURLY CURLY KIDS FACEBOOK GROUP ONLY. EMAIL ACCOUNT, FACEBOOK ACCOUNT AND INTERNET CONNECTION REQUIRED. "PROTECTED" AND "PRIVATE" ACCOUNTS MAY NOT BE ABLE TO SEND ENTRIES. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC. ("FACEBOOK").

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE GIVEAWAY, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE GIVEAWAY ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility. The Back to School Giveaway (the "**Giveaway**") is open only to individuals (not groups) who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia or Puerto Rico, and who are at least eighteen (18) years of age at the time of entry. Employees, officers and directors of TextureMedia, LLC ("**Sponsor**"), and its affiliates, subsidiaries, advertising and promotion agencies and other prize suppliers (collectively, the "**Giveaway Entities**"), and each of such employees', officers' and directors' immediate family members and/or those living in the same household (whether legally related or not) of each, are not eligible to enter the Giveaway or win a prize. Void where prohibited by law. Further, entrants must be a member of good standing of Facebook in order to participate in the Giveaway and win a prize. By participating in the Giveaway, each entrant unconditionally accepts and agrees to comply with and abide by these "**Official Rules**" and the Facebook terms of use. The decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

2. Entry Period. The Giveaway begins on or about 12:00 a.m. Central Time ("**CST**") on August 29, 2017 and all entries must be received on or before 11:59 p.m. CST on September 12, 2017 (the "**Entry Period**").

3. How to Enter. To enter the giveaway, eligible individuals must join the NaturallyCurly Curly Kids Facebook Group and post a photo of their child and explain the child's current curl routine, concerns and back to school hair care needs.

https://business.facebook.com/groups/113603635969323/?ref=pages_profile_groups_tab&source_id=44517541327

4. Representations, Warranties and Indemnity. Each entrant represents and warrants that he or she has read, understands and will follow the Official Rules as well as the Facebook terms of use. Entrants further represent and warrant that their submission and all materials and matter therein: (a) 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 (b) 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. Entrants agree to indemnify and hold the Released Parties (defined below) harmless from and against any third party claim, to the extent arising out of or 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 Giveaway activities.

5. Selection of Winners and Prize Claiming. There will be three (3) winners selected in this giveaway are selected at random. The potential winner will be selected on September 13, 2017. The potential winner will be contacted by Sponsor through an email within a commercially reasonable time after the drawing. Notification is deemed to have occurred immediately upon the message sent. The Giveaway Entities are not responsible for failure of a potential winner to contact Sponsor after being notified that they are a potential winner. It is each potential winner's responsibility to set his or her account settings to accept contacts by Sponsor and to timely check his/her account for any messages. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Giveaway, and of selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final.

The potential winners will be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the "**Affidavit**") and return the Affidavit within the time period specified at notification before being eligible to receive his or her prizes. If any potential prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award of the prize to an alternate winner. Parents or legal guardians of any prize 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 Affidavit in order for the prize winner to be qualified to receive their prizes. If a potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prize winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected.

6. Prizes and Values. The winner of this giveaway will receive a prize pack with an approximate retail value of ("ARV") of \$48.84. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions, except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions. 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). Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner may be required to provide Sponsor with a valid social security number or tax identification number before the prizes will be awarded for tax reporting purposes. An IRS Form 1099 may be issued by Sponsor in the name of winners, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prizes received. Unclaimed prizes will be forfeited. Prizes, if legitimately claimed, will be awarded. No more than the stated number of prizes will be awarded. Each winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of the prize. The total ARV of the prize awarded in this Giveaway is: \$48.84

7. Publicity Release. Subject to applicable law, winners irrevocably grant to the Giveaway Entities and each of their licensees, and its and their successors, assigns and sub-licensees, the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the giveaway, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prizes to the winners. Entrants agree not to issue any publicity concerning the Giveaway Entities.

8. Tampering with Giveaway. The Giveaway Entities are not responsible for the actions of entrants in connection with the Giveaway, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the giveaway. Persons found tampering with or abusing any aspect of this Giveaway, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Giveaway, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future Giveaway. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING THE FACEBOOK PLATFORM) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY OR THE FACEBOOK PLATFORM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. If the Giveaway is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted on the NaturallyCurly Curly Kids Facebook Group.

9. Suspension / Modification / Termination. In the event Sponsor is prevented from continuing with the giveaway 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 giveaway 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 Sponsor's control (each a "**Force Majeure**" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the giveaway or prize for any reason.

10. Waivers, Disclaimers and Releases. By participating in the giveaway, entrants agree to release, discharge and hold harmless the Giveaway Entities, Facebook and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the giveaway and/or related to any 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 giveaway; 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 giveaway activity and/or prize). Without limiting the generality of the foregoing, entrants agree that the Released Parties 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 giveaway and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose. Entrants agree that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration

and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the Sponsor or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the giveaway; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; errors, typos or misprints in these Official Rules, in any giveaway-related advertisements or other material and/or any other errors or malfunctions, even if caused by the negligence 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 giveaway and to release all rights to bring any claim, action or proceeding against the Released Parties and hereby acknowledge that the Released Parties 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 a prize, including express warranties provided exclusively by a Supplier that may be sent along with a prize. Sponsor is not responsible for the actions of entrants in connection with the giveaway, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the giveaway. 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.

11. Entry Information and Giveaway Communications. As a condition of entering the giveaway, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this giveaway and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this giveaway or on a giveaway winner's list.

12. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Giveaway will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

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

13. List of Giveaway Winners/Official Rules Requests. To receive the names of the winners, send a stamped self-addressed envelope, prior to September 4, 2017 to: "Giveaway Winners List", c/o TextureMedia LLC, 3636 Executive Center Drive, Austin, TX 78731. Please indicate which Giveaway winners list you are requesting by referencing the name of the Giveaway in your request. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: "Giveaway Official Rules", c/o TextureMedia LLC, 3636 Executive Center Drive, Austin, TX 78731, prior to the end of the Entry Period. Please indicate which Giveaway Official Rules you are requesting by referencing the name of the Giveaway in your request. Vermont residents may omit return postage with Official Rules requests.

14. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit 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. Sponsor's 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. 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. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway-related materials, privacy policy or terms of use on and website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

15. Sponsor. This Giveaway is sponsored by TextureMedia, LLC, 3636 Executive Center Drive, Austin, TX 78731. Reference to third parties in connection with prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Giveaway.