

JOICO Defy Damage Competition rules and conditions

1. General

- 1.1. The JOICO Defy Damage competition (hereafter: the **competition**) has been developed and organized by Henkel Nederland B.V., Grasbeemd 4, 5705 DG, Helmond, the Netherlands (hereafter: **Henkel Nederland**).
- 1.2. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to Henkel Nederland and its distributors. The information provided will be used in conjunction with the following Privacy Policy found at [http://www.joicoeurope.com/wpcontent/uploads/Privacy-Policy_Joico.pdf]
- 1.3. The website of the competition (hereafter: the **website**) is to be found at: [<http://www.joico-defydamage.com>]
- 1.4. The competition is governed by these rules and conditions.
- 1.5. All participants agree to abide and be bound by these competition rules and conditions.
- 1.6. Entry into the competition will be deemed as acceptance of these terms and conditions.

2. Participation

- 2.1. Participation in the competition requires entry via the website and by submitting the completed entry form, which can be accessed via the website.
- 2.2. Only registrations confirmed by Henkel Nederland by an automatic generated email will constitute valid entries for the competition.
- 2.3. The competition is open to persons in Europe, the Middle-East and Africa only. Persons outside these regions cannot enter into the competition.
- 2.4. Only one participant per entry form.
- 2.5. Participants may make only one submission.
- 2.6. Employees of Henkel Nederland and their family members are excluded from participating in the competition.
- 2.7. The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Dutch data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
- 2.8. The winner's name will be available 28 days after closing date by receiving the prize in the mail.

3. Entries

3.1. All competition decisions and decisions on matters relating thereto are final and binding and at the sole discretion of Henkel Nederland exclusively and may not be appealed.

4. Prize

4.1. The prize is a Defy Damage try me package. Further details are available on the website. There is no entry fee and no purchase necessary to enter this competition.

4.2. The competition will stop after the stock has been depleted. After this date no further entries to the competition will be permitted.

4.3. The rules of the competition and the prize for each winner are as follows: We give away maximum 50 pieces in total of try me package; first come first serve. Twice a month we send out the product to the winners by using their contact info they entered on our website. Maximum one prize per individual.

4.4. Winners will be at first come first serve bases from all entries received by Henkel Nederland.

4.5. It is not possible to exchange the prize for other goods, products, money or any other substitute prize.

5. Exclusion of liability

5.1. Henkel Nederland cannot be held liable for any damages in the event the website or any other Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Henkel Nederland that corrupt or affect the administration, security, fairness, integrity or proper course of the competition.

5.2. Henkel Nederland reserves the right to, at its sole discretion, disqualify any individual who tampers with the entry process or competition or website or in any way displays fraudulent or unfair behavior.

5.3. Henkel Nederland reserves the right to, at its own discretion, cancel, terminate, modify, or suspend the competition as Henkel Nederland deems fit or the circumstances so dictate.

5.4. Henkel Nederland assumes no responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication-line failure, theft, or destruction or unauthorized access to, or alteration of, the website and/or participant entries or submissions.

5.5. Henkel Nederland is not responsible or liable for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or for failure of any e-mail or entry or submission to be received by Henkel Nederland on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury of damage to participant's or any other

person's computer related to or resulting from participation or downloading any materials from the website or otherwise relating to the competition.

- 5.6. In the event a participant or any other party attempts to damage the website or in any other way undermine the legitimate operation and/or course of the competition, Henkel Nederland reserves the right to, at its sole discretion, seek full damages from that participant or party to the fullest extent permitted by law as well as to seek criminal prosecution if appropriate.

6. Miscellaneous

- 6.1. The competition and these rules and conditions are governed by the laws of the Netherlands.
- 6.2. Any dispute arising from or in connection with the competition and/or these rules and conditions shall be submitted exclusively to the competent courts of Amsterdam, the Netherlands.
- 6.3. The headings and captions to the articles in these rules and conditions are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of these rules and conditions.