

CONDITIONS OF ENTRY

ACCEPTANCE OF CONDITIONS

1. Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.

DURATION OF COMPETITION

2. Registration opens on 01/04/10 and closes at last mail received on 14/05/10. Entries open on 01/04/10 and close at last mail received on 11/06/10 (Entry Period).

WHO CAN ENTER

3. Entry is only open to colorists who: 1) started their career in hairdressing during or after 2004; 2) are Australian residents or sponsored workers permitted to work in Australia under a valid and current Employer Sponsored Visa issued by the Australian Department of Immigration and Citizenship; and 3) are registered hairdressers or indentured apprentices employed full-time at a participating salon. Directors, management and employees (and the immediate families of directors, management and employees) of L'Oréal Australia Pty Ltd (including Redken) or of the agencies or companies associated with this competition are not eligible to enter.

4. Participation in this competition is open to all current Redken color account salons and, subject to paragraph 6, non-Redken color account salons (salons who, at the time of registering, do not stock Color Fusion or Shades EQ).

HOW TO REGISTER

5. To be eligible to enter, 2010 entrants must first register by completing and submitting a "Redken Future Color Competition" registration form (available from the Promoter) and paying a registration fee of \$39 (inc GST) per entrant named on the form by last mail received on 14/05/10.

6. Non-Redken color account salon entrants who wish to participate in the competition must also pay an additional one-off fee of \$130 (inc GST + handling fee), in exchange for a "Redken Future Color Competition 2010 Color Box" containing a selection of Redken Permanent and Demi-permanent color, lighteners and developers (valued at over \$1000) to be used by the entrant for the purpose of this competition. The "Redken Future Color Competition Color Box" is only available to Salons which at the time of registration are Non-Redken color account Salons and is only available while stocks last. Only one "Redken Future Color Competition Color Box" will be supplied to each participating Non-Redken color account Salon.

7. Salons can register as many entrants as they wish, provided that each entrant complies with paragraph 3, an entry fee of \$39 (inc GST) is paid for each entrant, and the entrant's full details are provided on the registration form.

8. Once registered, the entrant will receive one invitation to the Live Finals party valued at \$39 (inc GST). Any travel expenses and associated costs for attendance at the Live Finals party are the responsibility of the entrant. To claim this ticket, entrants must confirm their attendance by 23/07/10.

Note: an entrant's registration will only be accepted once its relevant payments are cleared and processed.

9. The Promoter reserves the right to refuse the registration of a Salon at the Promoter's absolute discretion.

10. Any entrant under the age of 18 at the time of entering the Competition must have their parental/guardian consent to enter.

HOW TO ENTER

11. To enter this competition, entrants from registered Salons must, during the Entry Period:

(a) create one unique hair color look based upon the 2010 theme of Biomimicry on a model of their choice using only the Redken color products listed in the Redken Future Color Competition kit (Look). Hair extensions (permanent and non-permanent) and hairpieces are not permitted.

(b) fully complete a Redken Future Color Competition 2010 entry form, which can be downloaded from www.futurecolor.com.au.

(c) take (or have taken) three color photographs (5x7 inches) of the Look they have created on their model (including a front, side and back shot); and

(d) send the original version of the completed entry form, together with the three photographs, to: Redken Future Color Competition, PO BOX 6813 St Kilda Rd, Central Victoria 8008, to be received by last mail on 11/06/10.

12. All valid entries received by the Promoter during the Entry Period will be entered into Stage 1 of the competition. All models must be at least 16 years of age. Any model under the age of 18 must have parental/guardian consent to enter.

13. The Promoter accepts no responsibility for any late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, claims or correspondence whether due to error, omission, alteration, tampering, theft, destruction or otherwise.

WHAT DO I NEED TO PROVIDE WITH MY ENTRY?

14. Entries must be submitted in accordance with these conditions of entry and/or any additional information provided by the Promoter. Any entry which does not fully comply with these terms and conditions will be deemed invalid and will not be considered. Photographic images must not be manipulated or altered in any way. Cross processing, color enhancements or re-touching on any element of a photograph (including the hair) is not permitted. All photos must be original and created solely for entry into this competition. Photographs cannot have been published previously in any consumer, trade or industry publication (including online).

15. Entry photographs must be PORTRAIT not landscape.

16. Models should be photographed from the waist up and entrants should allow a minimum of 25mm between the hair and the edge of the photograph. Entrants should take care not to crop their images too tightly as judges will consider the overall look and appearance of the image.

HOW MANY TIMES CAN I ENTER?

17. Entrants may only submit one entry each. Persons who are not registered (as per the "HOW TO REGISTER" section) will not be considered valid entrants and any entry they submit will not be considered. Entrants using multiple aliases may be disqualified.

HOW WILL JUDGING TAKE PLACE?

18. Entries not fully complying with these conditions of entry may be deemed invalid at the Promoter's discretion. This is a game of skill; chance plays no part in determining the finalists or the winner.

19. Each valid entry will be individually judged (by representatives of the Promoter) on the basis of, among other things, creative use of Redken color products and individual creative direction as well as reference to the 2010 theme of Biomimicry. The judges' and Promoter's decisions are final and no correspondence will be entered into.

HOW ARE THE FINALISTS CHOSEN?

20. At the conclusion of the Entry Period, the judging panel will select a maximum of 8 entrants to be finalists. Each of the 8 finalists will be notified by phone by 07/07/10.

REDKEN FUTURE COLOR LIVE FINALS EVENT 2010

21. Each finalist and their original model must be available to travel to Melbourne to participate in the Redken Future Color Live Finals Event 2010 from Friday 06/08/10 to Sunday 08/08/10.

22. Each finalist will receive a minimum of two nights' accommodation (twin share) in Melbourne for themselves and their model. Each finalist who is not a resident of Victoria will also receive one return economy airfare to Melbourne from their nearest Australian capital city for the finalist and their model.

23. Finalists and models are responsible for all other costs associated with their attendance and participation in Redken Future Color Live Finals Event 2010 in Melbourne, including but not limited to any transfer costs, meals, taxes, insurance and other ancillary costs. Finalists will be notified of the time and venue of the Redken Future Color Competition Live Event, which will be held in Melbourne between 07/08/10 - 08/08/10. Flights and accommodation are subject to booking and availability. Each trip is valued at up to \$5,000 (inc GST), depending upon the finalist's point of departure. Finalists and their models who are not residents of Victoria must depart from, and return to, the same Australian capital city. Any finalist or model aged under 18 as at 07/08/10 must be accompanied to Melbourne and the Redken Future Color Live Finals Event by their parent or guardian, at their cost.

HOW IS THE WINNER OF THE COMPETITION CHOSEN?

24. At the Redken Future Color Live Finals Event 2010, each of the 8 finalists will be required to recreate and present their Look on their original model as submitted in their original entry, under the supervision of the representatives of the Promoter.

25. The overall winner of the Redken Future Color Competition will be determined following the Redken Future Color Competition Live Event by at least four industry opinion leaders. The winner will be judged upon their Look and their creative color techniques used during the Redken Future Color Competition Live Event. The following criteria will be used by the judges to determine the overall winner: a) individual creative direction; b) the creative use of Redken color products; and c) the reference to the 2010 theme of Biomimicry.

The overall winner will be announced at the Live Finals Party following the Redken Future Color Competition Live Finals Event on Sunday 8 August 2010.

THE MAJOR PRIZE

26. The overall winner will receive the Major Prize which consists of:

(a) an opportunity to produce a session shoot working under a top Redken creative artist (to be selected by the Promoter and at a time, date and location as specified by the Promoter), for Oyster Magazine; and

(b) a trip to New York.

The trip to New York includes one return economy airfare from the winner's nearest Australian capital city to the USA, five nights' accommodation (twin share) in a minimum 3 star hotel of the Promoter's choice, and AUD \$2000 spending money. Flights and accommodation will be arranged by The Promoter and are subject to booking and availability. The Promoter must be notified of intention to travel 21 days in advance. Travel must be taken by March 31 2010. All other costs associated with the Major Prize, including but not limited to any transfer costs, meals, taxes, insurance, additional spending money and other ancillary costs are the responsibility of the overall winner. The overall winner is responsible for ensuring that they have all necessary documents to travel to the USA, (including a current passport and any visas that may be required). Any person taking the trip that is aged under 18 years at the date of the trip must be accompanied by their parent or guardian, at the overall winner's cost.

The Major Prize is valued at up to \$30,000 (inc GST), depending upon the overall winner's point of departure.

PRIZES FOR THE FINALISTS

27. Directly following the Redken Future Color Live Finals Event 2010, each of the 8 finalists will be awarded the opportunity to participate in a professional photo shoot session to be conducted at the event venue.

28. A fashion stylist, a make-up artist and a professional photographer will be available to assist each finalist with their photo shoot. Each finalist's recreated Look will be featured in the photo shoot.

29. The photographs produced from the photo shoot will be published in a competition Look Book to be inserted in the Oct/Nov 2010 issue of Culture Magazine and in the Dec 2010/Jan 2011 issue of Oyster Magazine, at the Promoter's complete discretion.

30. Each finalist will also receive a personal marketing kit including a digital print banner featuring a key images of the finalist's Look taken during the photo shoot session, an editorial pack including a press release featuring images of the finalist's Look taken during the photo shoot session. Images to be selected by the Promoter.

31. Each finalist will have the opportunity to present their Look on stage at the Live Finals Party.

32. Prizes and trips are not transferable or exchangeable and cannot be redeemed for cash. In the event for any reason a finalist or the overall winner does not take an element of a prize or trip at the time stipulated by the Promoter then that element of the prize or trip will be forfeited by the overall winner finalist and cash will not be supplied in lieu of that element of the prize or trip. The Promoter accepts no responsibility for any variation in prize or trip value. Where a prize or trip, or an element of a prize or trip, is unavailable for any reason, the Promoter may substitute another item of equal or higher value as determined by the Promoter.

33. All prizes awarded to finalists or the overall winner are subject to any additional conditions imposed or specified by the Promoter or the relevant prize supplier/s.

USE OF MODELS

34. If a finalist's original model is unavailable for the Redken Future Color Competition Live Event or the photo shoot following the event, the finalist must contact the Promoter as soon as possible. It is in the Promoter's absolute discretion whether the finalist will be permitted to continue in the competition or otherwise. If a replacement model is permitted to be used by a finalist, the relevant finalist must recreate the Look as per their original entry on their replacement model at the Redken Future Color Competition Live Event. All costs associated with an entrant's model, including any replacement model, is the responsibility of the entrant.

AVAILABILITY OF FINALISTS AND OVERALL WINNER

35. If a finalist is unable to attend the Redken Future Color Competition Live Event and/or the overall winner is unable to take the Major Prize, the finalist will forfeit the right to participate in the Redken Future Color Competition Live Event, and/or the overall winner will forfeit the Major Prize, as the case may be. If this occurs, the Promoter may, in its absolute discretion, select another entrant to be a finalist and attend the Redken Future Color Competition Live Event or select another overall winner to take the Major Prize, as appropriate, based on the relevant judging criteria.

PROOF OF IDENTITY

36. The Promoter may require entrants to provide proof of identity, proof of age, proof of employment, proof of enrolment in a hairdressing college, proof of residency and proof of sponsored worker status, as applicable. Identification considered suitable for verification is at the Promoter's discretion.

37. In order to claim a position as a finalist, the relevant entrant must remain employed with a registered salon as listed from 01/04/10 to 30/11/10 (inclusive). In order to claim the Major Prize, the overall winner must remain employed with a registered Salon from 01/04/10 to the date they return from their Major Prize trip (inclusive). If an entrant, finalist or overall winner ceases to be employed at a registered Salon at anytime during the periods stated above, the entrant must contact the Promoter as soon as possible. It is in the Promoter's absolute discretion whether the entrant will be permitted to continue in the competition or be disqualified from the date the person gives notice of termination of employment and whether they will forfeit all associated rights and prizes and cash will not be supplied in lieu.

THE PROMOTER MAY REQUIRE YOU TO PARTICIPATE IN PUBLICITY

38. The finalists and the overall winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of a prize or participation in this competition, free of charge throughout 2010 and 2011, and, without limitation, they consent to the Promoter using their name, image and Look in promotional material. Uses may include, but are not limited to, promotion of the Redken Future Color Competition including on the internet, in print publications and as distributed to the Media. Redken Future Color Competition reserves the right to use or not use any photograph as deemed appropriate for the Redken Future Color Competition.

CONSENTS AND AUTHORISATIONS

39. It is a condition of entry that each entrant obtains all necessary authorisations and consents (as notified by the Promoter) from the entrant's model (or, if the model is aged under 18 years, from the model's parent/guardian) and photographer in relation to the entrant's participation in the competition, and the use of the entrant's photographs, including by having them sign any documents specified by the Promoter.

CAN I USE MY ENTRY IMAGES BEFORE THE COMPETITION HAS ENDED?

40. Unless provided with prior written authorisation from the Promoter, entrants must not use, reproduce or adapt, or allow any other person (including any salon which employs or engages the entrant) to use, reproduce or adapt, any photograph or image which constitutes an entrant's entry (or part of an

entrant's entry) into this competition, for any purpose, until after the Redken Future Color Competition Live Event. Without limitation, "use" includes use of the photographs and images in any advertising or editorial and submission into any other hairdressing competitions. Please note that this limitation includes all looks, images and photographs that are of the same model from the same initial photography shoot.

41. Notwithstanding paragraph 40 above, entrants who do not qualify as a finalist may use photographs or images which constitute the entrant's entry into this competition after the finalists are selected. Entrants must not use their entry photographs or images to promote any L'Oréal Australia Pty Ltd competitor brands or products.

PROMOTER MAY DISQUALIFY ANY ENTRANT

42. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

43. In the event of a disqualification for any reason, the entrant cannot submit a replacement entry.

EXCLUSION OF THE PROMOTER'S LIABILITY

44. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

45. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage or delay in transit to prizes.

CANCELLATION OF THE COMPETITION

46. If for any reason any aspect of this competition is not capable of running as planned, including by reason of tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.

47. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

THE PROMOTER OWNS ALL ENTRIES AND PHOTOGRAPHS

48. All entries and photographs will be the property of the Promoter. Entry photographs will not be returned to entrants. Each entrant warrants to the Promoter that it owns copyright, or has a valid license to use the photographs from the owner of the copyright, in each photograph submitted and that each photograph submitted is an original artistic work which does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition. The entrant irrevocably consents to the Promoter using, reproducing, editing, amending, publishing and communicating to the public any of the photographs submitted by the entrant for the Promoter's business purposes, including for promotional, marketing and publicity purposes without payment of royalties or attribution to the entrant. Under no circumstances shall the Promoter be held responsible for the payment of any royalties or other charges for the use of images submitted.

49. The photographs taken during the photo shoot following the Redken Future Color Live Finals Event 2010 will be used by the Promoter for promotional, marketing and publicity purposes. Each entrant irrevocably consents to the Promoter using, reproducing, editing, amending, publishing and communicating to the public any of the photographs taken during the photo shoot for the Promoter's business purposes, including for promotional, marketing and publicity purposes without payment of royalties or attribution to the entrant. Unless provided with prior written authorization from the Promoter, entrants have no rights whatsoever in the photographs taken during the photo shoot following the Redken Future Color Live Finals Event 2010 including any right to use, copy, reproduce or adapt the photographs for any purpose.

PRIVACY

50. The information entrants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants. Entrants can request access to the personal information The Promoter holds about them by contacting the Promoter at the address below. By providing an email address or mobile phone number, entrants consent to receiving communications from the Promoter by email or SMS, without the need for a functional unsubscribe facility to be included each communication. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988.

WHO ARE WE?

51. The Promoter is Redken 5th Avenue NYC, a division of L'Oréal Australia Pty Ltd (ABN 40 004 191 673) of 564 St Kilda Rd, Melbourne, Victoria 3004, Australia.