

MOROCCANOIL X EUROVISION SONG CONTEST STYLIST COMPETITION -

SHOW US YOUR STYLE 2023

TERMS AND CONDITIONS

1. THESE TERMS AND CONDITIONS

These terms and conditions (which we will refer to as our "**Terms**") apply to the Moroccanoil Eurovision Song Contest Stylist Competition, which we will refer to as the "**Competition**".

By entering the Competition you agree that you will be legally bound by these Terms.

2. THE PROMOTER OF THE COMPETITION

The promoter of the Competition is Moroccanoil Canada Inc. of 5742 Ferrier, Mont-Royal, QC H4P 1M7 (who we will refer to as the "**Promoter**" or "**we**"). The Promoter is legally responsible for running the Competition. If you have any issues or problems relating to the Competition, please [contact](#) the Promoter.

3. THE COMPETITION

A total of three (3) winners will each receive one (1) prize (which we will refer to as the "**Prize**"). The prize breakdown is as follows:

- A CHANCE TO WORK BACKSTAGE AT THE EUROVISION SONG CONTEST
- AN EIGHT (8) NIGHT, NINE (9) DAY ALL EXPENSES PAID TRIP TO THE UNITED KINGDOM FROM MAY 6TH, 2023 TO MAY 14TH, 2023 (INCLUDING ECONOMY FLIGHTS, AT LEAST A FOUR STAR (4*) HOTEL ACCOMODATIONS AND VIP TRANSPORT FROM THE AIRPORT)
- VIP TICKETS TO SEMI-FINAL AND GRAND FINAL
- A STYLIST KIT INCLUDING EIGHTEEN (18) MOROCCANOIL TOOLS AND PRODUCTS
- BACKSTAGE TOUR
- MOROCCANOIL MEDIA SUPPORT:
 - A feature on four (4) posts/stories on multiple Moroccanoil social media channels
 - A feature on Moroccanoil's Eurovision Song Contest Microsite at <https://eurovision.moroccanoil.com/stylist-competition/> (the "**Microsite**")
- PARTICIPATION IN A MOROCCANOIL EVENT

The following countries are participating in the Contest:

Australia
Austria
Azerbaijan
Belgium
Bulgaria
Canada
Cyprus
Czech Republic
Denmark
Finland
France
Georgia
Germany
Greece
Iceland

Israel
Ireland
Italy
Lithuania, Estonia, Latvia
Malta
Netherlands
Norway
Poland
Romania
Russia
Serbia, Croatia, Slovenia
Spain, Portugal
Sweden
Switzerland
United Kingdom
Ukraine
United States

(we will refer to each country or country grouping as a "**Participating Country**" and collectively as "**Participating Countries**").

4. ELIGIBILITY RULES

Entrants to the Competition must be:

- over the age of majority, which in most Participating Countries will be 18 years old although there will be exceptions to this such as in Finland and Norway, where entrants must be over the age of 20;
- a legal resident in one of the Participating Countries.

The following people are excluded from entering the Competition:

- employees of the Promoter or any of the Promoter's group companies;
- anyone professionally connected with the Competition or its administration; and
- members of the immediate family or household members of the above groups of people.

By entering the Competition you confirm that you meet the eligibility requirements above. It will be the Promoter's sole decision as to whether any eligibility requirement has or has not been met and we may require evidence or confirmation from entrants before awarding Prizes. Entrants also confirm that any person appearing in the Video will be over the age of majority, which in most countries will be 18 years old although there will be exceptions to this such as in Finland and Norway, where such person must be over the age of 20.

5. ENTRY WINDOW

The Competition will be open for entries from 00:00:01 CET on January 2, 2023 until 23:59:59 CET on March 2nd, 2023 (which we will refer to as the "**Entry Window**").

Any entries made before or after the Entry Window will be automatically disqualified.

6. HOW TO ENTER

To enter the Competition, upload and submit a full-length video (1-3 minutes) showing your favorite hair trend you hope to see at Eurovision while showcasing your experience, skills, personality and creativity and including a finished, polished look using Moroccanoil products, explaining your inspiration and telling us why you want to be part of the Moroccanoil ESC backstage team (we will refer to this as the "**Video**"). This trend can include styling or a color transformation. When submitting a color transformation, please be sure to clearly include the before and after comparison. Show us the results by uploading your Video and completing the submission form that can be found on the Microsite at <https://eurovision.moroccanoil.com/stylist-competition/>.

Your Video must meet the following requirements:

- it must be your own work, in your own words, and can include personal experiences and thoughtful observations;
- it must be taken in natural lighting; and
- it must not use any filters.

You must only post one Video entry on the Microsite. If your Video is a winning entry, the Promoter may ask to see proof that you are the Video owner.

Your Video must be submitted in compliance with the format and other requirements set out by the Microsite.

You may enter **ONLY ONCE**.

The Promoter may reject any entries that:

- have been copied or in which you do not own the rights, or have been previously submitted in any other contest, sweepstake, or promotion;
- consist of or include stock photography or videography;
- incorporate or prominently display any third-party brands or trademarks (other than that of the Promoter);
- it reasonably suspects infringes any third-party rights, including copyright;
- contain material which is (or promote activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating or the mutilating of animals, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal, offensive, threatening, profane, defamatory or harassing, or otherwise contain unsuitable content (as determined by the Promoter);
- are incomplete, incomprehensible, damaged or otherwise deficient; or
- have been made by the use of automated entry software or any other mechanical or electronic means that permits multiple automated entries into competitions generally.

The Promoter may, at its sole discretion, invite finalists to an online interview. The Contestants' performance in the interview may be taken into consideration when choosing a winner.

The Promoter accepts no responsibility for any late, lost or misdirected entries, including where they are not received within the Entry Window because of technical disruptions, network congestion or any other reason.

7. SELECTION OF WINNERS

The winners will be chosen between March 3, 2023 and March 30, 2023, from all eligible entries received during the Entry Window by a panel of judges to be appointed at Moroccanoil's sole discretion, based on the following criteria:

- Overall look/technical execution/quality of the final hairstyling; and

- Contestants' verbal presentation and engagement.

As stated above, Contestants' performance* in an online interview may be taken into consideration in choosing a winner.

A full list of the names of the judges will be available on the Competition website at <https://eurovision.moroccanoil.com/stylist-competition/> from the end of the Entry Window for a period of 30 days.

The judges will select the top three (3) contestants based on the contest criteria to win a Prize.

We will publish a list of winners, their Participating Country and their winning Video following the selection and contacting of the winners to indicate that the Prizes have been awarded. If you object to any or all of your name (as it appears on your Video), Participating Country and winning Video being published or made available, please contact the Promoter. In such circumstances, the Promoter may still be obliged to provide the information and winning entry to the advertising regulator (or similar competent authority) in the relevant Participating Country on request.

The decisions of the judges will be final and binding in relation to the choice of winners and no correspondence or discussion will be entered into.

8. PRIZES

The Prizes are as described at the start of these Terms.

All prizes are subject to availability, non-transferable and non-exchangeable – no cash alternatives will be offered. As the Prizes consist of attendance at the Eurovision Song Contest 2023, as set out above, they must be taken on the dates specified in these Terms. If a winner does not take any element of a Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the winner – no cash will be awarded in lieu of that Prize or part of it.

Winners acknowledge that the Promoter is not responsible if any part of the Eurovision Song Contest 2023 is cancelled, varied or rescheduled for any reason. If any variation or rescheduling means that a winner cannot attend, the Promoter shall not be obliged to provide any cash or alternative tickets. Obtaining time off work and/or study or related activities to take a Prize will be the sole and absolute responsibility of the winner.

Prizes do not include travel insurance, the cost of transfers to and from airports other than United Kingdom's airport, stations or venues, spending money in excess of that stipulated in the Prize descriptions, food and drink, tax or personal expenses. Accommodation is provided on a 'room only' basis. Any other costs incurred in addition to those set out above and that are incidental to the fulfilment of the Prizes are the responsibility of the winners.

Winners are responsible for ensuring that they are available to travel and hold valid passports, any necessary visas and travel documents for the trip in question on the travel dates specified.

Any tax payable as a result of a Prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a Prize if this is a concern.

The Promoter may replace the Prizes with prizes that the Promoter considers to be of broadly equivalent value.

9. CLAIMING PRIZES

Winners will be notified using the information provided in the form on the Microsite on or around March 30th, 2023.

To claim their Prize, winners will be required to follow the Prize-claim instructions and to sign and return a 'General Contest and Release Form', which will be provided to the winners as soon as the Promoter reasonably can.

If a winner either:

- does not respond to or follow the Prize-claim instructions within five days of the Promoter having notified the winner; and/or
- does not return the 'General Contest and Release Form' within five days of the Promoter having provided it to the winner,

the winner will automatically forfeit their Prize.

The winner will also automatically forfeit their Prize if:

- any Prize notification is returned as undeliverable;
- a winner rejects his/her Prize; or
- a winner does not comply with these Terms.

If a winner forfeits their Prize, an alternative winner may be selected from all remaining eligible entries and no compensation will be given.

10. RIGHTS AND CONTENT

By entering the Competition you:

- grant to the Promoter permission (which is non-exclusive, applicable worldwide, irrevocable and for the full period of any intellectual property rights in your Video), to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-license the Video , commercially or non-commercially, including the right to publish the Video on the Competition [website](https://eurovision.moroccanoil.com/stylist-competition/) at <https://eurovision.moroccanoil.com/stylist-competition/> and in any media for advertising and publicity purposes, without additional review or compensation; and
- agree to waive and not to assert any moral rights in respect of your Video and the rest of your entry.

You promise that:

- your Video is an original work and has not been copied without permission, is not defamatory, indecent, harassing or threatening and does not infringe third-party rights;
- there are no conflicting agreements in place that restrict the use of your Video;
- either you are the person appearing in the Video, or you have prior approval from the person appearing in the Video that it may be submitted as part of your entry and you and/or the person appearing in the Video agree to sign a consent form to this effect; and
- you will produce evidence of any required consents at the Promoter's request, or risk being disqualified from entering the Competition.

If any of the promises above turn out not to be true, you will compensate the Promoter for any loss or damage caused to the Promoter as a result.

All rights in the name and title of the Competition and the format rights for the Competition are the sole property of the Promoter.

11. PERSONAL INFORMATION

The Promoter will only process your personal information as set out in the [privacy policy](#).

12. LIMIT OF PROMOTOR'S RESPONSIBILITY

As far as the Promoter is legally allowed, the Promoter, its agents or distributors will not in any circumstances be responsible for:

- compensating you and will not accept any responsibility for loss, damage, personal injury or death relating to your entry or inability to enter the Competition; or
- compensating a winner and will not accept any responsibility for loss, damage, personal injury or death occurring as a result of taking up a Prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees.

Your statutory rights are not affected.

13. TAMPERING AND OTHER MATTERS

If for any reason the Competition is not capable of running as planned as a result of any technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, suspected tampering, cheating, reasonably suspected cheating, fraud or any causes beyond the Promoter's control which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition, the Promoter may cancel or modify the Competition and/or disqualify any individual who causes the problem. In addition, if for any reason the Competition is not capable of running as planned as a result of any acts beyond the parties' reasonable control, including but not limited to strikes, boycotts, war, acts of God, riots, illness, disease, pandemic, epidemic, quarantine, acts of government or other public authority (including government imposed restrictions on group gatherings or travel restrictions due to the COVID-19 virus), terrorism, delays of commercial carriers, restraints of public authority (each and collectively a "Force Majeure Event"), or an occurrence of a Force Majeure Event renders the award of the Prizes unviable, the Promoter may cancel or modify the Competition as needed.

14. LAWS

These Terms shall be understood in accordance with and governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

The Terms posted on the Competition website are the official Terms for the Competition and shall supersede any Terms furnished in any other manner (whether oral, in writing or in any other form or media).