

**Color Outside the Lines 2020 Contest
John Paul Mitchell Systems**

**Affidavit of Eligibility and Release
&
Statement of Consent, Authorization and Release
in connection with the Entrant Material Submitted**

I the undersigned Entrant, grant John Paul Mitchell Systems (“JPMS”), Instagram, and their representatives and assigns the authorization to reproduce, broadcast, publish, distribute, represent in public, edit and modify the posts, images, and other materials including the photos (collectively, the “Material”) submitted with my Entry in the Outside the Lines 2020 Contest (“Promotion”). I declare to have obtained and am submitting with this Affidavit all authorizations from any person (i) who is represented in the Material (the “Model Release”), and (ii) who has taken the photos submitted with the Entry (the “Photographer Release”).

These are worldwide authorizations, without any further compensation beyond my participation in this Promotion and for an unlimited period of time, for the purposes of this Promotion or for any other lawful purpose related to the activities of JPMS, including, without limitation, broadcast in various all existing media of advertising and promotion and publicity including on JPMS-affiliated websites, web banners, existing internet platforms (e.g., Instagram, Facebook, Twitter, Flickr, YouTube, etc.) or advertising material promoting the present Promotion or its future editions, as the case may be, or the services and/or products of JPMS. I declare that the Material submitted is original, that I am its sole author or that I have obtained all required rights or authorizations for its use according to the terms set out in these Promotion Rules and that I am not in violation of any law or third-party right. I agree I have provided JPMS any and all authorizations referenced herein on the forms provided by JPMS. I acknowledge that JPMS, Instagram, and their representatives have no responsibility concerning the use and broadcast of the Material submitted for the authorized purposes and they cannot be held liable for any claim whatsoever under these terms and conditions or the terms of use of the Instagram service platform by users. I undertake to reimburse JPMS, Instagram, and their representatives for any expense incurred by them in the event of a claim or legal proceedings resulting from the use or the broadcast of the Material submitted.

I represent and warrant that the products I used to create my Entry are all JPMS products and that I have used these products in accordance with their instructions, including, without limitation, the requirement that a preliminary patch test be performed.

I hereby grant JPMS the worldwide right in perpetuity to use my name, likeness, biographical data photographs, videos, sound recordings, voice, personal characteristics (collectively, “Likeness”) that are taken of me in connection with the Promotion and any Likeness of me submitted in connection with the Promotion or any reproductions, impressions, portrayal or simulations of such Likeness (collectively or singly “my Images”), together with such other images, products, places and or things as may be utilized worldwide by JPMS its affiliates assigns, distributors for any lawful purposes including fulfillment of the advertising and publicity component of the Promotion Prize if I am selected as a recipient of a Prize. I furthermore grant JPMS the right to use my Images for any lawful use for all lawful purposes including but not limited to advertising, promotion,

publicity, social media and the trade in all current and future forms of such media, in connection with the advertising, sale, promotion, publicity and public relations of JPMS its affiliates, schools, assigns, distributors and their respective customers for purposes of advertising and promotion of JPMS products and services and future Promotions or other JPMS-sponsored events and for any other lawful use including publication, display and exhibition thereof in perpetuity and without any further compensation to me. I agree I shall not have any right to review or approve the use of any of my Images and I shall not be entitled to any notice as to the use thereof.

I represent and warrant that I have complied with the all the rules of the Promotion and (for residents of the U.S. only) that I have completed and signed a copy of the IRS form W-9 which is appended to this Affidavit.

I hereby release and discharge Instagram, JPMS, and its officers, directors and assigns and their affiliates or anyone authorized by JPMS from any and all claims and or liability whatsoever in connection with the use of my Images and or Likenesses and the reproduction thereof as aforesaid and I agree to indemnify and hold JPMS and Instagram harmless from any third party claims arising from the use of the Materials.

I represent and warrant if I am not of the age of majority in my State or province I have had my Parent or legal guardian sign this Agreement.

Signature of Entrant

Witnessed by:

Signature of Witness

If the Entrant is under age, I represent that I am the [father], [mother], [guardian] of _____, the above-named model. For value received, I hereby consent to the foregoing on [his] [her] behalf.

Dated _____, 2020

Signature of [Father]
[Mother] [Guardian]