

**EMPOWER YOUR 10 CONTEST  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**CONTEST ENTRY PERIOD:** **Empower Your 10 Contest** (the “Contest”) begins at 12:00:01 AM Eastern Time (“ET”) on Thursday, October 10, 2024 and ends at 11:59:59 PM ET on Thursday, October 24, 2024 (the “Contest Period”).

**ELIGIBILITY:** The Contest is open to legal residents of the 48 contiguous United States, including the District of Columbia, who, at the time of entry, are: (i) age 21 or older and (ii) a female-identifying person and (iii), the owner of a US-based small business that (a) is at least 51% owned by a female-identifying person, (b) has been operating 5 years or less and (c) does not make more than \$500,000 in annual revenue. Void in Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of It’s a New 10, LLC (the “Sponsor”) and US Sweepstakes and Fulfillment Co. (the “Administrator”) and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children and siblings and their respective spouses) of, and those living in the same household of, each, whether or not related, are not eligible to enter. Contest is subject to all applicable federal, state and local laws and regulations.

By participating in the Promotion, each participant (“Entrant”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor and Administrator, which shall be final and binding in all respects.

**TIMING:** The Promotion begins at 12:00:01 AM Eastern Time (“ET”) on Thursday, October 10, 2024 and ends at 11:59:59 PM ET on Thursday, October 24, 2024 (the “Promotion Period”) and consists of three (3) periods: the Contest Entry Period, Judging Determination Period, and Winner Confirmation Period as defined in the chart below. The Sponsor’s computer is the official timekeeping device for this Promotion.

<b>Periods</b>	<b>Start Time</b>	<b>End Time</b>
Contest Entry Period	October 10, 2024 @ 12:00:01 AM ET	October 24, 2024 @ 11:59:59 PM ET
Judging & Winner Determination Period	October 25, 2024	October 31, 2024
Winner Confirmation Period	November 1, 2024	November 6, 2024

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”):**

**Grand Prize:** There are ten (10) Grand Prizes available to be won. Each Grand Prize consists of \$10,000 awarded in the form of a check the winner’s company as named in the corresponding Entry. **The total ARV of each Grand Prize is \$10,000.**

**The total ARV of all prizes to be awarded: \$100,000.**

**HOW TO ENTER THE CONTEST:** During the Contest Period, Entrants must visit [itsa10GivesBack.com](https://itsa10givesback.com) (the "Contest Website"), complete the entry form in its entirety including Entrant's contact and company information, uploading a headshot photograph of herself (a "Photo") to be used in any winner announcement (headshots will not be judged), uploading a video at least 60 seconds length but not to exceed 120 seconds in length where Entrant describes herself and her business (a "Video") and provide an essay of up to 300 characters explaining how the \$10,000 prize would elevate their business and why her Company should be selected as a winner of the Empower Your 10 Contest (an "Essay"), and submit as instructed (collectively, the "Entry") to receive one (1) entry into the Contest (an "Entry").

**All Contest Entries must be received between Thursday, October 10, 2024 at 12:00:01 AM ET and Thursday, October 24, 2024 at 11:59:59 PM ET. There is a limit of one (1) Contest Entry per Entrant and per company. Each Contest Entry must include an original Essay and Video. Contest Entries submitted with an Essay or Video that has already been submitted will be disqualified.**

Entrants are subject to all notices posted online, including but not limited to the Sponsor's Privacy Policy, which can be found at <https://itsa10hairecare.com/pages/privacy-policy>. Sponsor reserves the right to post sample Essays and Videos it has created in connection with the Promotion on its website and/or social accounts. Sponsor does not guarantee the posting of any Contest Entry.

**ENTRY REQUIREMENTS & CONDITIONS:** All Contest Entries must comply with the following minimum guidelines to be eligible:

- Entrant should be the primary subject of the Photo/Video. No other individuals may appear in the Photo or Video, without express, written permission from such individuals. If Photo/Video features a minor under the age of majority in their state of residence, Entrant must obtain written permission from the minor's legal guardian.
- Photos/Videos must conform to the format and size requirements and limitations of the Promotion Website. The maximum photo file size is 20MB and maximum video size is 300MB. Video must not exceed 120 seconds in length.
- Entry and Photo/Video cannot contain content that is irrelevant to the purpose of the Contest.
- Once a Photo/Video has been submitted, it cannot be modified or deleted by Entrant.
- Each submitted Photo/Video must be original, on which no image editing software has been used.
- Entry must be created in its entirety by the entrant and cannot be generated, in whole or in part, by artificial intelligence. Any work generated in whole or in part by artificial intelligence, as determined in Sponsor's sole discretion, will be disqualified and any prize awarded based on such entry will be forfeited.
- No duplicate Essays, Photos, Videos or substantially similar Essays, Photos, or Videos, as determined by the Sponsor's in its sole discretion, may be submitted.
- By submitting a Photo or Video taken by a third party, Entrant warrants and represents that she has secured all rights and clearances to the Photo or Video from the photographer and/or video recorder.
- Entry and Photo/Video cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry and Photo/Video cannot be violent or promote firearms/weapons.

- Entry and Photo/Video cannot promote alcohol, illegal drugs or tobacco.
- Entry and Photo/Video cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry and Photo/Video cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry and Photo/Video cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry and Photo/Video cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.
- Entry and Photo/Video cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Entry and Photo/Video cannot depict illegal activity and cannot itself be in violation of any law.
- Entry and Photo/Video cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry and Photo/Video may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.
- Photos and Videos cannot have been submitted previously in a promotion of any kind or won any previous awards.

By submitting a Contest Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use her Entry, Photo, Video, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Contest Entry, which includes a Photo or Video.

By submitting an Entry, Contest Entrant warrants and represents that: (a) Contest Entry, Photo and Video do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Contest Entrant has obtained written permission from any person who may appear in the Photo or Video; (c) Contest Entrant owns all rights to the Photo/Video, including without limitation, copyrights, and has received prior written permission from a third party if any Photo/Video was photographed/recorded by someone other than the Contest Entrant him/herself; and (d) Contest Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Contest Entry, or Contest Entrant's conduct in creating the Contest Entry, the acceptance or use of any prize or otherwise in connection with this Promotion.

**JUDGING & WINNER DETERMINATION:** The Judging & Winner Determination Period will begin on Friday, October 25, 2024 and be completed on Thursday, October 31, 2024 All eligible Entries received during the Contest Entry Period will be judged by a panel appointed by the Sponsor, who shall use the criteria set forth below:

- A. Strategy/Business Plan (40%)
  - a. Clarity of business purpose
  - b. Connection to Contest theme
- B. Summarization of How \$10,000 Would Elevate Her Business (40%)

- a. Expression of Impact of the Prize
- b. Creativity
- c. Originality
- C. Presentation/Pitch Effectiveness (10%)
- D. Entrant's Screen Presence (10%)

The ten (10) Contest Entries that receive the highest total score based on the judging criteria will each be deemed a potential winner. In the unlikely event of a tie, the tied Contest Entry with the highest score in Criterion A, Strategy/Business Plan, will be deemed the potential winner. If additional tie breakers are needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criterion A determining the potential winners from among the tied entries, the highest scores in each of Criteria B through D, in sequence (to the extent needed) will determine the potential winners.

**CONTEST GRAND PRIZE WINNER DETERMINATION, NOTIFICATION & CONTEST GRAND PRIZE ACCEPTANCE REQUIREMENTS:** Potential Grand Prize winners will be contacted by the Administrator by email or phone on/around November 4, 2024, and will be required to sign and return, within 48 hours of notification, **an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases"), an IRS W-9 Form, proof of their ownership of the Company to Sponsor's satisfaction, and any other paperwork as required by Sponsor.**

Noncompliance will result in disqualification and the Entrant with the next highest Judging Score will be deemed a potential winner. If a potential winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in her state of primary residence, the potential winner's parent or legal guardian will be required to execute and return the Releases on minor's behalf, and to provide the other required documentation.

**Potential winners will be required to submit to a background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity will not bring Sponsor and its respective affiliated entities into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify a potential Winner on the basis of the findings resulting from such background check or if a potential Winner fails to properly authorize and/or provide the required information in connection with such background check.**

**The Contest Grand Prize will be awarded within approximately 45 days after verification.**

**PRIZE CONDITIONS:** If any notification or prize is returned as undeliverable, or if the potential winner is found to be ineligible or not in compliance with these Official Rules she will be disqualified.

Prizes are not assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Contest Grand Prize winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law.

By accepting a Contest Grand Prize, you further agree to release the Released Parties from any and all liability, loss or damage of any kind arising out of or in connection with your participation in this Promotion or with respect to the awarding, receipt, possession, use and/or misuse of any prize.

**PUBLICITY GRANT:** Except where prohibited by law, entry and acceptance of prize constitute permission for Sponsor to use winner's name, Company, prize won, Entry, hometown, likeness, video recording(s), photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission

**GENERAL:** Participating Entrants agree to these Official Rules and the decisions of the Administrator and the Sponsor, and release and hold the Sponsor, the Administrator, and their affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Promotion, and the acceptance and use/misuse of the prize offered. Entrants waive all rights to claim punitive, incidental and consequential damages. Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Promotion or use/misuse or redemption of a prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of any prize.

No confidential relationship is established by any Contest Entrant and the Sponsor as a result of participating in the Promotion. None of the information submitted by the Contest Entrant will be treated as trade secrets, confidential information or as protected data.

Although subsequent attempts to submit a Contest Entry throughout the Contest Period may be received, only the first complete Contest Entry received from a particular Entrant or for a particular company will be eligible; subsequent attempts by the same person to enter or from a separate person for the same company, including entries submitted with an alternate email address, or identity will be disqualified. In the event of a dispute over the identity of an entrant, submission will be deemed submitted by the "Authorized Account Holder" of the email address submitted by the Contest Entrant from which the entry is submitted. Authorized Account Holder means the natural person to whom the email address is registered. Any entrant or potential winner may be required to show proof of being the authorized account holder to Sponsor's satisfaction. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries/votes; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of submission materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive submission information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's, voter's or any other person's computer related to or resulting from participating in the Promotion. By participating in the Promotion, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all

matters relating to the Promotion. Failure to comply with these Official Rules may result in disqualification from the Promotion. Sponsor reserves the right to: (i) permanently disqualify from any Promotion it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw any method of entry or voting mechanism if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Promotion). If, for any reason, the Promotion is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes whether or not beyond the control of Sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. Sponsor is not responsible if the Promotion cannot be implemented or prizes cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. Sponsor also reserves the right in its sole discretion to disqualify any individual found to be violating these Official Rules or suspected of attempting to disrupt or defraud the Entry process or the operation of the Promotion. Sponsor reserves the right to disqualify any Entrant at any time during the Promotion Period that may be found ineligible.

In the event any participant engages or has engaged in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that tends to annoy, abuse, threaten, disparage or harass any other person or company including the Sponsor or is otherwise inappropriate, the Sponsor reserves the right to disqualify the Entrant or winner and void any Contest Entries of said person.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND 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 Contest will be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, 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 CONTEST, 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.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Miami-Dade County, Florida and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Miami, Florida. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Miami, Florida. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Administrator, for the purpose of administering this Contest and to comply with applicable laws, regulations and rules, including,

without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://itsa10haircare.com/pages/privacy-policy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see [www.Itsa10GivesBack.com](http://www.Itsa10GivesBack.com) or send a self-addressed, stamped envelope by November 5, 2024, to: **Empower Your 10 Contest Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after November 5, 2024), send a stamped, self-addressed envelope (no later than December 3, 2024, to: **Empower Your 10 Contest Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

**SPONSOR:** It's A New 10, LLC, 6942 NW 7th Ave Miami, FL 33150.

**ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

**Void outside the US, in Alaska, Hawaii, Puerto Rico, and wherever else prohibited by law.**

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