

## **Complete RULES for the artistic initiative entitled**

### "Next Color Genhairation"

#### Article 1 – Subjects

The Event promoter is **Beauty & Business S.p.A.** (hereafter also "B&B" or "Promoter") with registered office in Via Cesare Cantù 1, 20123 Milan, tax code and VAT No. 03867970281.

B&B is a company established under Italian law controlled by Alfa Parf Group S.p.A. (hereafter the "Group").

#### Article 2 – Purpose of the initiative

The purpose of this initiative is to reward the skills, abilities and artistic talent of the participants.

Colour is now a form of artistic expression in a greater way than ever before, and even more so in the hair sector where professionals express their artistic flair by creating new hues. With a contemporary, real and tangible approach to beauty, the contestants will be asked to create a new mixture that doesn't resemble existing tones in the current Alfaparf Milano colour charts, and then utilise it to the full in a technical/stylistic proposal.

#### Article 3 – Beneficiaries of the initiative

The initiative is addressed to all sector professionals who have reached the minimum working age on the registration date. More than one employee from the same salon can take part in the competition.

No subjects employed by the Promoter nor any of the Group's companies nor any of its partners (such as, by way of example: consultants, agents, instructors, beauty specialists) of the Promotor or the Group may take part in the competition.

#### Article 4 – Location of the initiative

The initiative has a global scope and the final stage will be held in the country that the Company will decide and will notify to the stakeholders at least 30 days before the event.

Aspiring contestants of every nationality may register to take part in this competition. At the time of registration the contestant will receive a communication that indicates the location where they should send the material detailed under the following article 5b. The indicated location establishes the place of reference for each contestant for the pre-selection stage and final local stage. The final local stage may take place in a different city/country to the one indicated for the pre-selection stage.

By location, we are referring to a single state or one or multiple states considered jointly. The reference locations are freely established by B&B according to their own organisation requirements.

A final local stage will take place in each reference location as described in the following article 5d. The winners of each location will then challenge each other in the world final.

#### Article 5 – Duration, location of the initiative and how it works

The initiative will take place from 15 March 2022 and will end in 2023, according to the following stages.

a) Registration, which involves the following steps: 1) filling in the registration form on the [WWW.NCGCONTEST.ALFAPARFMILANOPRO.COM](http://WWW.NCGCONTEST.ALFAPARFMILANOPRO.COM) web page; 2) accepting the rules in this document; 3) downloading the information sheet. The aspiring contestant will receive an email as proof of successful registration, which will contain the physical address which the material detailed under the following point b) must be sent to, as well as contact details for any further clarifications.

b) Sending the technical information sheet and the physical lock of hair. The contestant must 1) create an original colour mixture, using exclusively ALFAPARF MILANO PROFESSIONAL products and always complying with the technical mixing rules indicated below; 2) apply the colour mixture obtained to a physical lock of hair with the following characteristics: length 7 cm by 2 cm in width and previously bleached until a yellow-white coloured melanin residue is obtained; 3) fill in every field of the information sheet, with particular attention paid to the description of the colour recipe created; 4) send the physical lock and the information sheet to the address indicated in the registration email.

Technical rules to be complied with when creating the colour mixture:

The products bearing the following labels can be mixed:

Evolution of the Color with Evolution of the Color

Evolution of the Color with Pigments

Precious Nature with Precious Nature

Precious Nature with Pigments

Color Wear with Color Wear

Color Wear with Pigments

Revolution with Revolution

Revolution with Pigments

Pigments with Pigments

c) Local pre-selection

For each reference location, a local Alfarparf Milano colour technician will select the six best information sheets and the locks submitted with them, based on the following selection criteria:

Selection criteria	Weight
<ul style="list-style-type: none"> <li>Originality of the mixture. The originality of the mixture is established based on how little it resembles existing tones in the current Alfarparf Milano Professional colour charts.</li> </ul>	100%

d) Local final

The six finalists for each location will receive a communication at the addresses provided during the registration stage.

The six finalists for each location, as identified under the previous point c), must present a contemporary and wearable technical and style proposal on one of their own models using the colour mixture they have created.

Extensions and wigs are not allowed.

The proposals of the local finalists will be judged by a local jury (different for each location) comprised of an Alfaparf Milano technician/courist, a technical colourist representing Alfaparf Milano Corporate, a sector press journalist/blogger, and a press journalist/blogger linked to the fashion world. They will judge the proposals according to the following assessment criteria:

Assessment criteria	Weight
<ul style="list-style-type: none"><li>Originality of the mixture: the originality of the mixture is established based on how little it resembles existing tones in the current Alfaparf Milano Professional colour charts.</li></ul>	50%
<ol style="list-style-type: none"><li>Combination of the mixture with another colour. To make this assessment, the judges will take into account the wearability and contemporary nature of the proposal.</li></ol>	30%
<ol style="list-style-type: none"><li>Total look. To make this assessment, the judges will take into account the wearability and contemporary nature of the proposal as well as the balance between the colour/cut and the styling. <b><u>The final look must show off the new colour mixture to the full.</u></b></li></ol>	20%

The winner of each location will be admitted to the world final which will take place in 2023, on a date and according to procedures that will be communicated at a later date, also taking into account the pandemic situation existing at such date.

e) World final

The world final contestants, as identified under the preceding point d), must present a wearable and contemporary technical and style proposal on their own model and according to the procedures that will be communicated using the colour mixture they originally created (for the world final a different technical/stylistic proposal can be presented from

the one presented at the local final if it is considered more contemporary, provided that the colour originally created remains the same).

Extensions and wigs are not allowed.

The proposals of the finalists will be judged by a jury comprised of an Alfaparf Milano technician/courist, an ALFARPARF MILANO stylist, a representative of Corporate Alfaparf Milano, a sector press journalist/blogger, and a press journalist/blogger linked to the fashion world. They will judge the proposals according to the following criteria:

Assessment criteria	Weight
<ul style="list-style-type: none"><li>Originality of the mixture: the originality of the mixture is established based on how little it resembles existing tones in the current Alfaparf Milano Professional colour charts.</li></ul>	50%
<ol style="list-style-type: none"><li>Combination of the mixture with another colour. To make this assessment, the judges will take into account the wearability and contemporary nature of the proposal.</li></ol>	30%
<ol style="list-style-type: none"><li>Total look. To make this assessment, the judges will take into account the wearability and contemporary nature of the proposal as well as the balance between the colour/cut and the styling. <b><u>The final look must show off the new colour mixture to the full.</u></b></li></ol>	20%

The world winner will be announced on the same day of the final.

## Article 6 – Prizes

### Prizes

- The winning mixture will be produced by Beauty & Business S.p.A, which will be entered into the ALFAPARF MILANO PROFESSIONAL colour chart.
- The winner can participate in the ALFAPARF MILANO PROFESSIONAL 2023 collection to watch backstage, the production, and see a preview of the new proposals. The prize will also include the flight and the hotel accomodation in Italy (or other location if the production takes place in another country).
- The winner's artistic proposal will be visible on the Corporate Instagram and Facebook channels.
- The winner will receive a winning plaque

## Article 7 – Intellectual property rights of the mixture and image rights

- The contestant guarantees that they are the exclusive creator of the colour mixture used for this competition and that they own all reproduction and usage rights. The contestant commits to indemnify and release B&B and the Group from all claims, disputes or complaints made by third parties, for whatever reason, that are related to the colour mixture, or its use and/or exploitation, or that is based on the untruthfulness of the statements and guarantees provided when accepting these rules or through the failure to fulfil the agreed obligations.
- Nomination of the winner will lead to the automatic transfer of ownership of the colour formula and its exclusive exploitation and reproduction rights, so that Beauty & Business S.p.A, (or other Group company) may produce and sell the colour product in unlimited quantities and for an unlimited time period.

The contestant authorises Beauty & Business S.p.A., the Group companies and the subjects that are part of the Company and Group's sale network (by way of example distributors, salons, agents, retailers, sales persons that use online channels (such as, for example, marketplaces, e-shops), hereafter "Third Parties"), without limitations of space and time and pursuant to articles 7 and 10 of the Italian Civil Code and articles 96 and 97 of Law 633 of 22/04/1941, to use their image for the following purposes: 1) to execute the visibility prize detailed under the previous article 6; 2) to create promotional material (hard copy and digital) to be used for marketing campaigns such as Trade PR, Trade Press, Trade Events, Consumer PR, as well as during training activities for Company clients; 3) to create material to be used at Third Party premises operating in the professional and/or retail sector, Trade Fairs, Press Advertising; 4) to distribute promotional material on ONLINE channels managed by the Company, the Group's companies and Third Parties (websites , e-commerce, social networks (such as for example Instagram, Facebook, YouTube)) for activities such as: digital posters, internet advertising, intranet, PR, social media.

The contestant releases B&B, the Group companies and Third Parties from all liability for any unauthorised use by third parties of their published image and from any claim by third parties related to the rights incorporated in said published images. The contestant waives any claim for indemnity or compensation from the promoter, the Group companies and Third Parties for any unauthorised uses of their published image by third parties or for any damage, including moral damages, connected to the publication of the images on the channels indicated above. This waiver is also valid in favour of the Promoter and the Group companies if the damage relates to the conduct of Third Parties. By way of example, the undersigned is aware that the Promoter, the Group companies and Third Parties may not be held liable for any comments of third parties in relation to their reputation. The contestant agrees to waive any fee that may result from the publication of said images and not to have anything to claim from

B&B, from the Group companies or from Third Parties for any reason – present or future – for the publications indicated above.

- The contestant guarantees that they are the exclusive creator of each photographic contribution that they may supply to the promoter and that they hold all reproduction and usage rights to those photographic contributions. Furthermore, they guarantee to be able to grant the use of each of the aforementioned photographic contributions to Beauty & Business S.p.A., to Group companies and Third Parties for the uses described under the previous point of this article 7.
- It is up to contestant to select their model and bear any resulting economic cost. Furthermore, the contestant is required to obtain the image rights of each model hired and portrayed in the photos by filling in a waiver that the Promoter will supply during the initiative
- All image rights described above, including the model's, shall be granted to B&B and to the Group at no charge, with the option of granting their use to Third Parties.
- The contestants undertake to supply the original photo in high resolution, following a request by the Promoter.

#### Article 8 – Accountability

Each participant is exclusively responsible for the colour formula created and for the applications on the relevant model as well as for the data supplied to take part in the event.

Providing false and/or third party data, besides amounting to a prosecutable criminal and civil offence, shall result in disqualification from the event and the revocation of any prizes.

#### Article 9 – Gratuitousness of participation

Participation in the event is free of charge, therefore no fee of any kind besides the prizes detailed under article 6 will be granted to the participants or to the models. The promoter will only provide the following services:

- Travel costs (including flight) for transfers and lodging for the finalists of the world final and for each relevant model.
- Makeup artist for the model during the world final.

All other costs shall be borne by the contestants (by way of non-limiting example: model fee, outfits, etc.).

The prizes detailed under the preceding article 6 are to be understood as all-inclusive compensation for the transfer and/or granting of the rights detailed under the preceding article 7.

#### Article 10 – Advertising

The event will be advertised on the website NCGCONTEST.ALFAPARFMILANOPRO.COM for the duration of the initiative and on social media.

The advertising used to communicate the event will be consistent with these rules.

## Article 11 – Miscellaneous

Finally, it is hereby specified that:

- These rules, as well as all communications to and from the contestants, will be in Italian, English, Spanish and Portuguese languages.
- The servers for the contestant registration will be located in Italy.
- The event will be run according to Italian legislation and subject to Italian jurisdiction.
- The complete competition rules will be available on the website [WWW.NCGCONTEST.ALFAPARFMILANOPRO.COM](http://WWW.NCGCONTEST.ALFAPARFMILANOPRO.COM)
- Participation of contestants without the pre-requisites established in these rules and/or incomplete and/or untruthful data shall not be considered valid.
- In the event of attempted fraud, violations or attempts to undermine the rules of the competition, B&B may decide, at its sole discretion, to suspend or expel a participant.
- The prizes cannot be converted into gold tokens and/or cash.
- The winner is the only party responsible for the truthfulness and validity of their personal data such as their email address and the management of that data, particularly access to any winner's email account (it is recommended that you keep checking your SPAM folder) and the adoption of safety measures to prevent unauthorised subjects from accessing the contestant's email inbox.
- B&B takes no responsibility for problems related to access, impediment, malfunction or difficulties regarding technical instruments, the computer, the cables, the electronics, the software and hardware, the transmission and connection or the telephone line that may prevent the contestant from accessing the website. The Promoter further declines all responsibility for problems caused by the participant's computer configuration that may make it difficult to register on the website.
- B&B takes no responsibility for the documentation that may be requested from the participant and that has not been received owing to technical issues or for any other cause for which they cannot be held responsible. If the received documentation is incomplete, illegible and/or counterfeit or contains incomprehensible, incomplete and/or blatantly untrue information, it will be considered invalid for the purpose of taking part in the competition.
- Furthermore, contestants will be excluded from the competition if 1) they created the mixture without complying with the technical specifications; 2) they do not provide the materials detailed in the preceding article 5b; 3) they are still competing in the competition and have divulged the technical formula of the colour mixture and the technical/stylistic proposals prior to the world final.
- During the competition, B&B and the Group shall take no responsibility for any undesirable effects caused by the application of the colour mixture created, even if the technical specifications have been complied with or if the technical information sheet delivered according to the procedure detailed in the preceding article 5b is not truthful.

## Article 12 – Privacy

### **Data controller**

The data controller is Beauty & Business S.p.A. (hereafter the "Controller"), with registered office in via Cesare Cantù 1, 20123, Milan.

This information sheet, supplied pursuant to article 13 of EU Regulation 679/2016 ("GDPR") and applicable national legislation, is provided to the interested party so they may take part in the artistic competition entitled "Next Color Genhairation" (hereafter the "Competition") and only for this website: NCGCONTEST.ALFAPARFMILANOPRO.COM (hereafter the "Website").

### **Type of data collected and purpose of data collection**

**A. Standard personal data:** forename and surname, your image, email address, telephone number, residence/domicile address, data of birth, nationality, name of salon (if it contains personal data), salon address, Facebook and Instagram user name (if it contains personal data).

**Purpose:** Management of the Competition and connected activities (for example: registration, communication of registration, service communication, publication of your image for information purposes on the channels indicated below, publication of your image on the channels indicated below in the event that you are one of the winners of the Competition).

**B. Browsing data:** personal data whose transmission is implicit in the use of the internet (for example IP addresses or domain names of the computers used by the users who connect to the Website, the URI (Uniform Resource Identifier) addresses of the requested resources, the time of the request, the method used to upload the request to the server, the size of the file obtained in response, the numerical code indicating the state of the response provided by the server (success, error, etc.).

**Purpose:** used exclusively in anonymous form and for statistical purposes connected to the use of the Website and its correct operation. The data may be used and stored in the event of suspected computer crimes against the Site, for which the Controller reserves the right to appeal to the competent authorities in order to verify any responsibility, while also informing the Italian Data Protection Authority.

### **Legal basis**

Consent to data processing, provided by registering in the Competition. If consent is not given or it is subsequently revoked, the applicant will be excluded from the Competition.

I expressly agree to the processing of personal data which may reveal racial or ethnic origin where necessary in order to run the competition.

### **Storage periods**



The personal data will be preserved for the time strictly necessary for the purpose for which they were collected, without prejudice to any different period imposed by law or required in order to defend a right in court.

### **Communication and dissemination of personal data**

The personal data may be communicated to the following categories of subjects:

- Duly authorised Controller personnel;
- Professionals, external companies, managers of social network platforms, companies of the Alfa Parf Group, in their role as Data Processors or as Data Controllers;
- Competent public authorities.

Certain personal details (forename and surname initials, your image) may be also be disseminated via internet websites and the social networks of the Controller, of Alfa Parf Group companies and of Third Parties for the purposes detailed under the preceding article 7.

The Data may be transferred abroad, within or outside the European Union, to external companies or Alfa Parf Group companies, for the purposes indicated above and in compliance and within the limitations established by applicable legislation, particularly articles 44 and subsequent of the GDPR.

### **Cookies**

The website does not use cookies, including technical cookies.

### **Rights of the data subject**

- access your personal data, obtaining evidence of the purposes pursued by the Controller, the categories of data involved, the recipients to which the data may be communicated, the applicable storage period, the existence of automated decision-making processes;
- obtain without delay the rectification of inaccurate personal data relating to you;
- obtain, in envisaged cases, the erasure of your data;
- obtain the restriction of processing or object to its processing, in the cases envisaged by law;
- in the case of automated decision-making processes, including profiling, you may object if the conditions envisaged by law are in place;
- request the portability of the data that you have provided to the Controller, i.e. receive the data in a structured, commonly-used and machine-readable format, including to send the data to another controller, without impediment from the Controller itself, in the cases envisaged by law;
- lodge a complaint with the Italian Data Protection Authority.

To exercise those rights, contact the Controller: by email at the address [privacy@alfaparfgroup.it](mailto:privacy@alfaparfgroup.it)