CETAPHIL SPECIAL CONCERT SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY

- **1. SWEEPSTAKES:** The Cetaphil Special Concert Sweepstakes (the "Sweepstakes") begins at 10:00 AM Eastern Time ("ET") on April 25, 2023 and ends at 5:00 PM ET on May 9, 2023 (the "Sweepstakes Entry Period").
- 2. ELIGIBILITY: Open only to legal residents of the 48 contiguous United States and Washington, D.C. ("Territory"), who are 21 years of age or older at time of entry ("You" or "Entrant"). Void where prohibited by law. Employees of Galderma Laboratories, L.P. ("Sponsor"), Lippe Taylor, Merkle Inc., Don Jagoda Associates, Inc. ("Administrator"), and their respective affiliates, subsidiaries, participating retailers, advertising and promotion agencies (collectively, the "Promotion Entities") and the immediate family members and/or those living in the same household of each are not eligible. Entrants must also have a valid email address and phone number, which will be used to fulfill the prize ("Prize"). Sweepstakes is subject to all federal, state and local laws. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Sweepstakes.
- 3. HERE'S HOW TO ENTER: Visit the Sweepstakes website at https://www.cetaphil.com/us/wintickets.html (the "Website") and follow the on-screen directions to complete the entry form with the required information and click the "Submit" button to receive one (1) entry into the random drawing (your "Entry"). Limit one (1) Entry per person during the Sweepstakes Entry Period. A person may only use one (1) email address to enter the Sweepstakes. Attempts made by the same individual to submit more Entries than allowed as set forth above, in violation of these Official Rules by using different email addresses, identities, or any other methods are prohibited and all Entries made by such an individual will be disqualified if detected. Automated Entries are prohibited and the use of any automated or computer system to participate is prohibited and will result in disqualification if detected. Normal Internet access and usage charges imposed by your internet service provider may apply. All Entries shall be the property of the Sponsor and will not be returned. In the event of a dispute over the identity of an Entrant, Entry will be deemed submitted by the Authorized Account Holder of the e-mail address associated with the Entry. Authorized Account Holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses. Proof of sending or submission of Entry will not be deemed proof of receipt by Sponsor or Administrator.
- **4. LIMITATIONS:** Entrants who have not complied with these Official Rules are subject to disqualification and their Entries will be void. Sponsor reserves the right to disqualify any Entrant's registration in the Sweepstakes if Sponsor determines or suspects that the Entrant has attempted to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other fraudulent, deceptive, or unfair playing practices. Sponsor reserves the right to cancel, modify, or suspend the Sweepstakes at any time if fraud, technical failures, or any other errors or other causes corrupt the administration, security, integrity, or proper play of the Sweepstakes. In the event of cancellation, Sponsor reserves the right to select the winner from among all eligible Entries received up to the time of such cancellation, in a manner determined by Sponsor to be fair, appropriate, and consistent with these Official Rules.

The Promotion Entities do not warrant that access to the Sweepstakes will be uninterrupted. Neither the Promotion Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for: (a) Entries from

persons residing, or physically located, outside the Territory; (b) Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Official Rules; (c) lost, interrupted or unavailable networks, servers, satellites, websites, or other connection, availability, or accessibility problems arising in connection with or over the course of the Sweepstakes; (d) failure of personal computers and/or software and hardware configurations, any technical malfunctions. failures, or difficulties, printing errors, clerical, typographical or other errors in connection with the administration of the Sweepstakes, the processing of mail or Entries, or the offering or announcement of the Prize or any Prize notification documents; (e) any other errors of any kind relating to or in connection with the Sweepstakes, whether human, mechanical, clerical, electronic, or technical in nature; (f) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Sweepstakes; (g) any changes to any Website function that may interfere with the Sweepstakes or your ability to timely enter; or (h) damage to a user's system occasioned by participation in this Sweepstakes or downloading any information necessary to participate in this Sweepstakes; even if caused by the negligence of any of the Releasees.

5. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"): One (1) Grand Prize - A 5-day/4-night trip from June 8, 2023 through June 12, 2023 for winner and one (1) guest to Randall's Island, New York City ("Trip") to attend the Governor's Ball Music Festival ("Event"). Trip includes two (2) VIP admission tickets to the Event, round-trip economy class air-transportation to/from the major airport nearest winner's home city, hotel accommodations for four (4) nights (one room, double occupancy), ground transportation in the form of a \$1,000 Uber Gift Card, and an electronic check for \$2,000 for winner only for use towards food and miscellaneous travel expenses (ARV: \$8,380; actual value will vary depending upon point of departure and date of travel booking). In the event any portion of Event is not available, those portion(s) will be forfeited and no additional compensation will be provided. Winner will be responsible for all federal, state and local income taxes. Winner will receive an IRS Form 1099-MISC reflecting the value of his/her/their Prize. Prize must be used on dates coordinated with the Event or Prize will be forfeited. Winner's guest must be 21 years of age or older. Winner and his/her/their guest agree to comply with all applicable venue regulations in connection with attending the Event. Sponsor and the Event venue reserve the right to remove or to deny entry to the winner and/or his/her/their guest who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the Event, Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any portion of the Event. Event tickets may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Participation in the Event is subject to winner's (and guest's) consent to and compliance with all health and safety policies of the Event venue.

Travel arrangements must be made through Sponsor's agent and on a carrier of its choice. Winner and his/her/their guest must travel together on the same itinerary. If the Grand Prize winner resides within a 250-mile radius of New York City, she/she/they will receive a \$250 travel stipend in lieu of air transportation and no additional compensation will be provided. Grand Prize winner and guest are responsible for providing proper documentation required for travel. Those without proper documentation may be denied boarding. The TSA and/or airline carrier and pilot venue may require negative COVID-19 test results or valid vaccination documentation prior to travel; any such requirements may be subject to change. Winner and guest irrevocably waive all claims against the Releasees and agree that the Releasees will have no liability or responsibility and shall be held harmless by winner/guest for any claim arising in connection with a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of travel related activities,

wherever, whenever or however the same may occur. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including but not limited to: round trip transportation between the winner's residence and any airport of origin, activities and ground transportation not expressly included in the Trip, excess luggage fees, travel protection insurance, meals, laundry service, merchandise, parking, room service, service charges, souvenirs, telephone calls and any additional gratuities and taxes which are not expressly included in the Trip. Photo identification and credit card or cash deposit may be required at check-in for incidental charges. Trip components are subject to change without notice. Any depiction of the Trip is for illustrative purposes only and may not reflect the actual Prize available to be won. Any difference between ARV and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these Rules. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. The Trip may not be combined with any other offer, and travel may not qualify for frequent flier miles, award points or other perquisites. None of the Releasees are responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The accommodations and airline tickets will be determined at the sole discretion of Sponsor. If winner elects to take the Trip without a guest, components of the Trip will be awarded in increments/quantities suitable for the actual number of travelers and winner will not receive any compensation or substitute/alternate Prize for same. Any portion of the Trip not accepted by winner will be forfeited. Trip and Trip components may not be sold, traded, auctioned, transferred, or refunded. Other travel and accommodation restrictions, conditions and limitations may apply. Airline carrier's regulations and conditions apply.

- **6. RANDOM DRAWING AND ODDS OF WINNING:** The Grand Prize winner will be selected in a random drawing on or about May 10, 2023 from among all eligible Entries received. Drawing will be conducted by Sponsor's agency, Merkle Inc. (whose decisions are final on all matters related to the drawing). Odds of winning depend on the total number of eligible Entries received.
- 7. WINNER NOTIFICATION: Potential winner will be notified by email and telephone. Potential Winner is subject to verification by Sponsor and/or Administrator. Potential Winner will be required to electronically sign and return a Declaration of Eligibility, Prize Acceptance and Liability/Publicity Release (except where prohibited by law) ("Declaration Package") within 3 days of notification attempt or winner may be disqualified and an alternate potential winner may be selected and notified, time permitting, as indicated above. Winner and guest will also be required to execute and return a Liability Release within the same time period. Return of Declaration Package or any email notification as undeliverable, if any portion of the Declaration Package is not received within the required time period, or if any potential winner is deemed ineligible, potential winner will be disqualified and an alternate will be selected. Sponsor reserves the right to conduct a background check on the Prize winner and reserves the right in its sole discretion to disqualify the Prize winner based on the results of such background check, if Sponsor determines in its sole discretion that awarding the Prize to such winner might reflect negatively on Sponsor. Factors that may result in disqualification as the winner may include, without limitation, any winner having been convicted of a felony or misdemeanor, being delinquent on a government ordered payment, such as child support, spousal support, alimony, tax payments, etc.
- **8. PRIVACY POLICY:** Sponsor will be collecting personal data about Entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at https://www.galderma.com/your-data. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information as outlined in Sponsor's privacy policy and acknowledge that they have read and accepted Sponsor's privacy policy.
- **9. RELEASES:** By participating in this Sweepstakes, Entrants agree: (a) to release, indemnify, and hold harmless the Releasees from any and all liability, loss, damages of any kind arising, in whole or in part, directly or indirectly, out of or relating in any way to participating in the Sweepstakes or the

awarding, receipt, possession, and/or use or misuse of the Prize; (b) that under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Sweepstakes or awarded Prize shall be resolved individually, without resort to any form of class action; (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will you be entitled to receive attorneys' fees or court costs. Winner, by acceptance of the Prize, grants to Sponsor, the other Promotion Entities, and each of their respective designees the absolute right and license to use, publish, post, and/or display his/her name, address (city and state of residence), photograph, voice, likeness, social media handle, performance and/or other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Promotion Entities' sole discretion) in any and all media now known or hereafter devised, for the purpose of trade, advertising, promotion or any other lawful purpose whatsoever, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

- 10. GENERAL: The Promotion Entities' failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in Sweepstakes-related materials, these Official Rules shall prevail. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Promotion Entities' employees are not authorized to waive, modify, or amend any provision or provisions of these Official Rules in any manner whatsoever. ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL, TO THE FULLEST EXTENT PERMITTED BY LAW.
- **11. WINNER LIST:** To receive the name of the winner by email, send an email to: winners@dja.com with "WINNER 01-2760-02 Cetaphil Special Concert Sweepstakes" as the subject line. Requests must be received by June 30, 2023. Winner' List will be sent after the Prize has been awarded.