Cetaphil Back To School Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Cetaphil Back To School Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Galderma Laboratories, L.P. ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. Furthermore, healthcare practitioners including, without limitation, doctors, nurses, and physician assistants, are not eligible to enter the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Galderma Laboratories, L.P., 2001 Ross Ave, Suite 1600, Dallas, TX 75201. **Administrator**: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on August 3, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on August 24, 2023 at 11:59 a.m. ET (the "Promotion Period"). Sponsor's servers are the official time-keeping devices for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit <u>www.cetaphil.com/BTSS</u> ("Website") and complete and submit the registration form, including your full name and a valid email address. By submitting your registration form to receive one (1) Sweepstakes entry, you are required to check the box confirming your agreement to receive email marketing communications. You may unsubscribe from these email marketing communications at any time without impacting your Sweepstakes entry. If you have previously opted out of email communications, you will not be opted in again, and you will still receive a Sweepstakes entry.

Limit: You may receive one (1) entry during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

5. Drawing: Administrator is an independent organization whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential winners on or around August 28, 2023 from all eligible entries received during the Promotion Period. Potential winners will be notified by email and will be required to provide their home mailing address (P.O. Boxes may not be permitted) and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim a prize. If a potential winner cannot be contacted or fails to provide any of the requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disgualified for any reason, Sponsor will

select an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize may remain un-awarded.

6. Prizes: <u>TWENTY (20) GRAND PRIZES:</u> Each winner will receive \$500 check and one (1) Cetaphil gift bag that includes one (1) 2 oz. Cetaphil Daily Facial Cleanser, one (1) 2 oz. Cetaphil Moisturizing Lotion, one (1) 0.17 oz. Cetaphil Daily Oil-Free Facial Moisturizer SPF 35, one (1) eyelash curler, one (1) mini compact mirror, and one (1) mini ring light. Approximate Retail Value ("ARV"): \$599.00.

Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Promotion Period. Total ARV of all prizes: \$11,980.00.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded,

eligible prize claims.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Texas or the appropriate Texas State Court located in Dallas County, Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

12. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <u>https://www.galderma.com/your-data</u>.

13. Winner List: For a winner list, please click <u>HERE</u>. The winner list will be posted after winner confirmation is complete.

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Abbreviated Disclosure for Advertising [These disclosures should not be posted with the full official rules; they are intended for use with advertising only]

ABBREVIATED RULES for Print

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE 50 U.S. (D.C.) 18 YEARS OR OLDER. VOID WHERE PROHIBITED. Sweepstakes ends 8/24/23. For Official Rules, prize descriptions, and odds disclosure, visit <u>www.cetaphil.com/BTSS</u>. Sponsor: 2001 Ross Ave, Suite 1600, Dallas, TX 75201.

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Ends 8/24/23. To enter and for <u>Official Rules</u>, visit <u>www.cetaphil.com/BTSS</u>.

Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of the 50 U.S. (D.C.) 18 years or older. Ends 8/24/23. To enter and for <u>Official Rules</u>, including odds and prize descriptions, visit <u>www.cetaphil.com/BTSS</u>. Void where prohibited.