AVEENO® Unscripted Beauty Contest Official Rules

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

- 1. Eligibility: AVEENO® Unscripted Beauty Contest (the "Contest") 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 and who did not purchase any equipment for the purposes of entering this Contest. Employees of Johnson & Johnson Consumer Products Company Division of Johnson & Johnson Consumer Companies, Inc. ("Sponsor"), Regina Public Relations, Inc. , HelloWorld, Inc. ("Administrator"), and any of their respective parents, affiliates, subsidiary companies and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
- **2. Sponsor:** Johnson & Johnson Consumer Products Company Division of Johnson & Johnson Consumer Companies, Inc., 199 Grandview Road, Skillman, NJ 08558. **Administrator**: HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.
- **3. Agreement to Official Rules**: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.
- **4. Timing:** The Contest begins on May 27, 2015 at 12:00 a.m. Eastern Time ("ET") and ends on June, 30 2015 at 11:59 p.m. ET (the "Contest Period"). The servers of Facebook Inc., Twitter, Inc. and Instagram LLC are the official time-keeping devices for the Contest.
- 5. How to Enter: To participate you must have either a Facebook, Twitter or Instagram account ("Social Channel"). If you use Instagram or Twitter to enter, your account settings must be set to "unprotected" and/or "public" in order for your posts to be viewable by the Sponsor. Posting content to Instagram requires a mobile device. Message and Data rates may apply. If you use your mobile device to enter via any Social Channel standard data charges from your wireless carrier may apply. Facebook, Twitter and Instagram accounts are free; but subject to their Terms of Service.

Take a photo that displays an unscripted, candid beautiful moment that may include yourself or others in your family. Your photo may include others, so long as you have permission from each person; if your photo includes minors, they must be your children/wards. If requested, you must be able to provide such permissions in a form acceptable to Sponsor. Write a caption that describes the moment. Your photo and short statement will be herein referred to as your "Submission."

To get an entry using Twitter or Instagram:

Tweet on Twitter or post on Instagram your Submission and include the following hashtags: #UnscriptedBeauty #Aveeno and #Contest.

To get an entry using Facebook:

Visit the Aveeno Facebook page (/www.facebook.com/aveeno) and find Sponsor's post advertising this Contest. Submit a comment to the Contest Post that includes your Submission.

By Tweeting or posting your Submission, you agree that your Submission conforms to the Guidelines and Content Restrictions as defined below and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions or is otherwise not in compliance with these Official Rules.

Content Guidelines:

- The Photo must be consistent with the size and format requirements of the Social Channel used; and
- The caption must be in English.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor or any other person or entity;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest (use of Sponsor's trademarks will have no impact on your opportunity to win);
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

<u>Limit</u>: Each entrant may enter ten (10) times during the Contest Period. Each Submission must be unique to be considered in the Contest. Submissions generated by script, macro or other automated means or by any means which subvert the entry process are void. In the event of a dispute as to any Submission, the authorized account holder of the Social Channel account used to register will be deemed to be the entrant. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 11, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

- **6. Sponsor's Use of Submissions:** Tweeting or posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any manner, form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.
- **7. Winner Determination:** After the conclusion of Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will score all of the Submissions based upon the following Judging Criteria:
 - Originality of Submission (20%);
 - Quality of Submission (20%);
 - Photo shows natural authentic beauty (20%); and
 - Submission demonstrates "Unscripted Beauty" a positive outlook during moments/situations that don't always go as planned (40%).

The entrant whose Submission received the highest-score will be deemed the potential Grand Prize winner. In the event of a tie, the entrant whose Submission received the highest score for "Submission shows the natural beauty of life that doesn't always go as planned," as determined by the qualified judges, in their sole discretion, will be deemed the potential Grand Prize winner. Sponsor reserves the right to not select a Grand Prize winner, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

Decisions of the Sponsor and judges are final and binding. Sponsor will not disclose judging scores.

8. Winner Requirements: Potential winner will be notified through the Social Channel by which he/she entered on or about July 17, 2015 by Sponsor. The potential winner will be required to complete and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") to formally accept the prize within five (5) days of the date notice or attempted notice is sent in order to claim his/her prize. If a potential winner cannot be contacted, fails to provide the completed Declaration, or does not comply with these Official Rules, potential winner will be disqualified and forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the prize will remain un-awarded.

Without limiting the generality of these Official Rules, the winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. The winner will indemnify Sponsor, Released Parties (as defined in Section 11, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

9. Prize: ONE (1) GRAND PRIZE: A 3-4 hour photo shoot of winner (and immediate family who lives in your household) if winner so chooses) with photographer Danielle Guenther that must take place at winner's residence and twelve 18 Fl. Oz bottles of AVEENO® Daily Moisturizing. For the photo shoot, Sponsor may approve an alternate location near winner's residence. Winner will receive a minimum of fifty (50) edited images (selected by photographer) in a digital format. Photo shoot date and time will be arranged based on the schedule of the photographer, but must be before October 23, 2015. Sponsor will make an effort to find a date that is mutually agreeable for both winner and photographer. Sponsor will select 3-5 of these fifty (50) images for possible use in future marketing material and winner may be asked to participate in media interviews. Approximate Retail Value: \$3,000.

Prize cannot be redeemed for cash, is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of comparable or greater value, at its sole discretion. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Product prizes will be fulfilled 8 – 10 weeks after end of Contest.

10. Publicity: Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Submission and/or prize information for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, in any manner, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Furthermore, the Grand Prize winner acknowledges that photos taken during the photo shoot ("Prize Photos") will be owned by Sponsor. Sponsor shall have the right to edit, exploit, adapt, distribute, post, create derivative works of, and otherwise use the Prize Photos, in whole or in part, together with Grand Prize winner's name, city, state, likeness, photo (including, but not limited to, profile photo), Submission and/or prize information, and in combination with other materials, in any manner, for any advertising, promotional, trade, commercial or other purposes in any and all media,

now or hereafter devised, worldwide without limitation and without further payment, notification, permission or other consideration to winner or any third party, except where prohibited by law.

- **11. Release:** By participating, entrants agree to release and hold harmless the Sponsor, Regina Public Relations, Inc. Facebook, Inc., Twitter, Inc., Instagram, LLC, Administrator and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective 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 Contest or receipt or use or misuse of any prize.
- 12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the winner for the Contest at issue from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.
- 13. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (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 Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission.
- **14. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will entrant be permitted to obtain attorneys' fees or other legal costs; 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

- **15. Entrant's Personal Information:** You are providing your information to Sponsor and not to Facebook, Twitter or Instagram. Information collected from entrant is subject to Sponsor's Privacy Policy http://www.aveeno.com/category/customer+service/privacy+policy.do and to Administrator's Privacy Policy http://www.helloworld.com/privacy-policy.
- **16. Winners List**: For a winners list, visit bit.ly/1JKpS8t. The winners list will be posted after winner confirmation is complete.
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