HEALTHY ESSENTIALS® Listens Monthly Sweepstakes 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: HEALTHY ESSENTIALS® Listens Monthly Sweepstakes (the "Sweepstakes") is open only to HEALTHY ESSENTIALS® Listens members, who are legal residents of the fifty (50) United States, the District of Columbia, and are at least eighteen (18) years old and the age of majority in their state of residence at the time of entry. Employees of Johnson & Johnson Consumer Inc. ("Sponsor"), MARU/Matchbox Canada Inc. ("Administrator"), Third Party Incentives Fulfillment Provider, Incentive Logic, ("Prize Provider"), and their respective parents, affiliated companies, subsidiaries and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless where they reside) and household members of each such employee, whether or not related, are not eligible. 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 and Sponsor's and Administrator's decisions, which 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: Johnson & Johnson Consumer Inc., 199 Grandview Road, Skillman, NJ 08558-9418. Administrator: MARU/Matchbox Group LLC, Civic Opera Building 20 North Wacker Drive Suite 1400, Chicago, IL, 60606, US
- **3. Timing:** The Sweepstakes begins on January 1, 2020 at 12:00 a.m. Pacific Standard Time ("PST"), and ends on December 31, 2020 at 11:59 p.m. PST (the "Sweepstakes Period"), divided into twelve (12) monthly periods beginning on the first date of the month at 12:00 a.m. PST and ending on the last date of the month at 11:59 p.m. PST.

Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter:

- HEALTHY ESSENTIALS® Listens members may enter listens.healthyessentials.com to sign in and participate in the panel survey(s).
- The number and type of survey(s) you may be invited to complete will vary based on the information you provide in your profile, at the Sponsor's sole discretion.

HEALTHY ESSENTIALS® Listens members who complete at least one survey will be entered into that Monthly Entry Sweepstakes drawing. Limit: One (1) entry per person per completed panel survey. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries 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 or subvert the entry process is prohibited and will result in disqualification and all associated entries will be void. 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 and he/she must comply with these Official Rules. 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. Alternate Means of Entry: For the HEALTHY ESSENTIALS® Listens member who opt not to participate in the survey(s), you may also enter by hand printing on a 3"x 5" piece of paper your name, address, day and evening phone numbers, email address, date of birth, and write down the URL address of the registration survey to identify the Sweepstakes being entered. Mail-in entries that do not include the URL address will not be valid. Please mail this 3"x 5" paper in an envelope with proper postage to: Healthy Essentials Listens Panel Sweepstakes c/o MARU/Matchbox, Attention: Incentives Team, 900 West Hastings Street, 6th Floor, Vancouver, BC, V6C 1E1 Canada.

You will receive one (1) entry into the drawing for the applicable prize. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked no later than the last day of each month during the Sweepstakes Period. All entries become the exclusive property of Administrator and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Administrator. Administrator is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

6. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. After the first week of the month, Administrator will randomly select ten (10) potential Sweepstakes winners from all eligible entries received during the previous month.

Each entrant shall be eligible to win only (1) prize per month. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Administrator during the current month's drawing. The potential winners will be notified by email no later than fifteen (15) days following the end of the current month's drawing and potential winners must respond within two (2) business days of notification.

If a potential winner of any prize cannot be contacted, fails to complete and return the Survey Notification Form to the Administrator within two (2) business days, fails to provide contact information or any other requested information, or a prize or prize notification is returned as undeliverable, the potential winner will be disqualified and forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner of a prize valued over \$25 cannot be contacted, forfeits the prize or is disqualified for any reason, if time permits, Administrator will select an alternate potential winner in a random drawing from among all remaining eligible entries for that current month's drawing, up to two (2) alternates. In the event that a winner is not determined after 3 total attempts to contact selected potential winners (1 initial and 2 alternates/redraws), the applicable prize will not be awarded. Prizes will be fulfilled approximately 4 weeks after the conclusion of the current month's draw.

7. Prizes:

• TEN (10) FIRST PRIZES PER MONTH: A \$50 cash prize may be delivered via options such as (i) physical gift card; (ii) virtual gift card; or (iii) any other option provided by Administrator's Prize Provider. Prize fulfillment options are subject to change at any time at Administrator's or Sponsor's discretion. Terms and Conditions apply to physical or virtual pre-paid gift card. ARV: \$50 each

<u>For all Prizes</u>: Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Prizes cannot be redeemed for cash and 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 (or portion thereof) for one of comparable or greater value. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received for the applicable Sweepstakes Period. All prize details are at Sponsor's sole discretion. Limit: one (1) prize per person for the current month's period drawing.

TOTAL ARV OF ALL PRIZES: \$6000

- **8. Release:** By entering, entrants 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.
- **9. 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 advertising, promotional, and other purposes in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification or permission.
- **10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing(s) from among all non-suspect eligible entries received for the applicable drawing(s) up to the date of discontinuance for any or all of the prizes offered herein or as otherwise deemed fair and appropriate by Sponsor. 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 Sweepstakes or in an unsportsmanlike or disruptive manner and void all associated entries. 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 (including attorneys' fees) and other remedies 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.
- 11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, typographical, printing or other 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, or lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) other errors or problems of any kind relating to or in connection with the Sweepstakes, whether printing, typographical, technical, computer, network, mechanical, human, or otherwise, which

may occur in the administration of the Sweepstakes, the processing of entries, the announcement of the prizes, the functionality of any referral link, or in any Sweepstakes-related materials; (5) late, lost, undeliverable, damaged, garbled, inaccurate, delayed, misdirected or stolen mail or entries or tweets or posts; 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 entry is 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.

- 12. Disputes: You agree 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 appropriate court located in New York; (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, 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.
- **13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy http://www.healthyessentials.com/privacy.
- **14. Winners List:** For a winners list, visit www.listens.healthyessentials.com. The winners list will be posted after winners' confirmations are complete.

HEALTHY ESSENTIALS® LISTENS MONTHLY SWEEPSTAKES Abbreviated Rules

ABBREVIATED RULES for TV and Radio

NO PURCHASE NECESSARY. OPEN ONLY TO HEALTHY ESSENTIALS® LISTENS MEMBERS, WHO ARE LEGAL RESIDENTS OF THE 50 U.S. & D.C., AND WHO ARE AT LEAST 18 YEARS OLD AND THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. Sweepstakes ends 12/31/2020 at 11:59 p.m. PST. For Official Rules, alternate mail-in method of entry, and complete details, visit www.listens.healthyessentials.com. Sponsor: Johnson & Johnson Consumer Inc.

ABBREVIATED RULES for Print

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO HEALTHY ESSENTIALS® LISTENS MEMBERS, WHO ARE LEGAL RESIDENTS OF THE 50 U.S. & D.C., AND WHO ARE AT LEAST 18 YEARS OLD AND THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. Sweepstakes ends 12/31/2020 at 11:59 p.m. PST. For Official Rules, alternate mail-in method of entry, and complete details, visit www.listens.healthyessentials.com. Sponsor: Johnson & Johnson Consumer Inc., 199 Grandview Road, Skillman, NJ 08558

ABBREVIATED RULES for Online Ads - Banner

NO PURCHASE NECESSARY. Sweepstakes ends 12/31/2020 at 11:59 p.m. PST. To enter and for Official Rules, visit www.listens.healthyessentials.com.

ABBREVIATED RULES for Online Ads - Not a Banner

NO PURCHASE NECESSARY. OPEN ONLY TO HEALTHY ESSENTIALS® LISTENS MEMBERS, WHO ARE LEGAL RESIDENTS OF THE 50 U.S. & D.C., AND WHO ARE AT LEAST 18 YEARS OLD AND THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE AT THE TIME OF ENTRY. Sweepstakes ends 12/31/2020 at 11:59 p.m. PST. To enter and for Official Rules, alternate mail-in method of entry, including odds, and prize descriptions, visit www.listens.healthyessentials.com. Sponsor: Johnson & Johnson Consumer Inc. Void where prohibited.