

Cetaphil Skincare Finder

PROGRAM TERMS AND CONDITIONS

1. Eligibility: Cetaphil Skincare Finder (the "Program") is open to legal residents of the fifty (50) United States (including D.C.) and who are eighteen (18) years old or older at the time of entry. Employees of Galderma Laboratories, L.P., Galderma Research & Development, L.L.C., Merkle Inc., 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. Void where prohibited by law.

2. Timing: Program begins on October 22, 2021 at or around 1:00 p.m. Eastern Time ("ET") and ends on October 31, 2022 at 11:59 p.m. ET (the "Program Period"). Administrator's computer is the official time-keeping device for the Program.

3. How to Receive Offer: During the Program Period, visit Skinquiz.Cetaphil.com and follow the links and instructions to answer the provided questions related to your skin type and preferences. Then, follow the instructions to complete and submit the registration form including a valid email address. During the Program Period, the first one hundred ninety thousand (190,000) people to register will receive one (1) coupon good for \$2 off any one (1) Cetaphil product (excludes product sizes 4oz or less MC, ML, GSC, DFC, and single bars) ("Offer"). Terms and conditions of coupon apply.

Limit: Each participant may receive only one (1) Offer. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one (1) Offer by using multiple/different email addresses, identities, registrations and/or logins, or any other methods will void that participant's Offer and that participant may be disqualified.

4. Sponsor: Galderma Laboratories, L.P., 14501 North Freeway, Fort Worth, TX 76177.
Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

5. Release: By receipt of the Offer, participant agrees to indemnify, release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer 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 loss, damage, cost or expense (include reasonable attorney's fees) arising from 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 Program or receipt or use or misuse of the Offer.

6. Publicity: Except where prohibited by law, participation in the Program constitutes recipient's consent and permission to Sponsor, its affiliates, successors and assigns, employees, agents and others authorized by Sponsor (collectively, "Licensees") to use, reproduce, display, modify, and distribute, separately or together, worldwide and in perpetuity, recipient's name, photograph, picture, video, or other likeness, voice, opinions and/or hometown and state ("Name and Likeness") either alone or accompanied by other material, in whole or in part, for the purpose of marketing, advertising, publicity, education, trade or otherwise, and for any other lawful purpose without further payment or consideration. Participant agrees not to hold Licensees, or anyone who receives permission from any of them, responsible for any use of participant's Name and Likeness in accordance with the terms herein, even if such use might be deemed to be a misrepresentation of participant, participant's character or person, due to distortion, optical illusion or faulty reproduction. Participant understands that participant will not receive compensation for the use of participant's Name and Likeness.

7. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion.

Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program 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 Terms and Conditions shall not constitute a waiver of that provision.

8. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (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 registration process or the Program; (4) technical or human error which may occur in the administration of the Offer or the processing of registrations; (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 participation in the Program or receipt or use or misuse of any Offer.

9. Disputes: Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Program or any Offer 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 Program, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant 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 Terms and Conditions, or the rights and obligations of the participant and Sponsor in connection with the Program, 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.

10. Participant's Personal Information: Information collected from participation is subject to Sponsor's Privacy Policy <https://www.galderma.com/your-data>.

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