

## **NEUTROGENA® Night at the W**

### **Official Rules**

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

**1. Eligibility:** NEUTROGENA® Night at the W (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least the age of majority in their State at the time of entry. Employees and agents of Sponsor, its affiliates, subsidiaries, advertising and promotion agencies, any other prize sponsor, and any entity involved in the development, production, implementation, administration or fulfillment of the Promotion (all of the foregoing, together with Sponsor, collectively referred to as "Promotion Entities"), 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 Promotion 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

**2. Sponsor:** Neutrogena Corporation, 5760 West 96th Street, Los Angeles, CA 90045. **Administrator:** ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

**3. Timing:** The Promotion begins on May 22, 2013 at 4:00 p.m. Eastern Time ("ET") and ends on May 29, 2013 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

**4. How to Enter:** On May 22, visit any participating Walgreens store and make any NEUTROGENA® Brand purchase, while supplies last. Then visit the <http://www.walgreens.com/nightatthew> and follow the links and instructions to complete and submit the registration form including the special code from your Walgreens' receipt. You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play. Each special code from a Walgreens' receipt can only be used one (1) time. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions and a deadline for validation. All potential winners are subject to verification of eligibility and compliance with the terms of these Official Rules before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Enter Without Making A Purchase: To enter without making a purchase, visit <http://www.walgreens.com/nightatthew> and follow the links and instructions to complete and submit the registration form including the special code **NG05222013**. You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions and a deadline for validation. All

potential winners are subject to verification of eligibility and compliance with these Official Rules before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may enter/play one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. 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. Potential winners may be required to show proof of being the authorized account holder.

**5. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winner, from all eligible entries on or around May 30, 2013. Instant Win Game: Sixty (60) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winner will be notified by mail, email or phone. The potential Sweepstakes winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate

winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Instant Win Game Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

## **8. Prizes:**

**Sweepstakes Prize: ONE (1) GRAND PRIZE:** A trip for two (2) to Phoenix, AZ Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Phoenix, AZ; five (5) nights' accommodations at Amara Hotel, Restaurant, and Spa (single room, double occupancy); breakfast at hotel daily; a \$1,300 allowance for full-size rental car for length of stay; ground transportation to and from airport and hotel; \$1,000 allowance for spa treatments of winner's choice; \$250 dinner allowance at Cucina Rustica (or a comparable restaurant); and travel agent services. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Approximate Retail Value ("ARV"): \$6,235. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

**Instant Win Game Prizes: FIFTY (50) FIRST PRIZES:** A \$50 Walgreens gift card. ARV: \$50. **TEN (10) SECOND PRIZES:** A NEUTROGENA® gift basket (contents determined by Sponsor in its sole discretion). ARV: \$50. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game prize per person.

**For All Prizes:** Prizes are awarded "as is" with no warranty or guarantee, either express or implied. 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 comparable or greater value, at its sole discretion. Prizes are not redeemable for cash by winners. Winner is 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 drawing. All prize details are at Sponsor's sole discretion. No cash equivalent and all 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. TOTAL ARV OF ALL PRIZES: \$9,235.

**9. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Johnson & Johnson Services, Inc., ePrize, Inc., 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 Promotion or receipt or use or misuse of any prize (including any travel or activity related thereto).

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes 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, notification or permission.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. 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 Instant Win Game 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 or the Instant Win Game 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.

**12. 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if 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 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.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 Promotion, 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 Promotion, 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.

**14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.neutrogena.com/category/customer+service/privacy+policy.do>) and Administrator's Privacy Policy <http://www.eprize.com/privacy-policy>.

**15. Winner List:** For a winners list, visit <http://bit.ly/14K1rI0>. The winners list will be posted after winner confirmation is complete.

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## **NEUTROGENA® Night at the W**

### **Abbreviated Rules**

#### **ABBREVIATED RULES for TV and Radio**

NO PURCHASE NECESSARY. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES & D.C. 18 AND OLDER OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AT THE TIME OF ENTRY, WHICHEVER IS GREATER. VOID WHERE PROHIBITED. Promotion ends 5/29/13. For Official Rules, alternate method of entry, and complete details, visit <http://www.walgreens.com/nightatthew>. Sponsor: Neutrogena Corporation.

#### **ABBREVIATED RULES for Print**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES & D.C. 18 YEARS AND OLDER OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AT THE TIME OF ENTRY, WHICHEVER IS GREATER. VOID WHERE PROHIBITED. Promotion ends 5/29/13. For Official Rules, alternate method of entry, prize descriptions and odds disclosure, visit <http://www.walgreens.com/nightatthew>. Sponsor: Neutrogena Corporation, 5760 West 96th Street, Los Angeles, CA 90045.

#### **Abbreviated rules for online Ads – Banner**

NO PURCHASE NECESSARY. Ends 5/29/13. To play and for Official Rules, visit <http://www.walgreens.com/nightatthew>.

#### **Abbreviated Rules for online Ads – Not a Banner**

NO PURCHASE NECESSARY. Open to legal residents of the 50 United States & D.C. 18 years and older or the age of majority in their jurisdiction of residence at the time of entry, whichever is greater. Ends 5/29/13. To play and for Official Rules, including odds, alternate method of entry, and prize descriptions visit <http://www.walgreens.com/nightatthew>. Void where prohibited.