

Cetaphil My Skin Story Official Rules

A PURCHASE IS NECESSARY TO ENTER THIS CONTEST. YOU MUST HAVE PURCHASED ANY CETAPHIL PRODUCT TO COMPETE FOR A PRIZE IN THIS CONTEST. CETAPHIL PRODUCTS RANGE IN PRICE FROM \$2 TO \$18 .

1. Eligibility: Cetaphil My Skin Story (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Arizona, Iowa, Louisiana, Maryland, and Tennessee) who are at least eighteen (18) years old at the time of entry. Employees of Galderma Laboratories, L.P. ("Sponsor"), Deutsch, Merkle Inc. ("Administrator"), and any of 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. The Contest is subject to all applicable federal, state, and local laws and regulations and is void in Arizona, Iowa, Louisiana, Maryland, Tennessee, and where prohibited.

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

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 a prize is contingent upon fulfilling all requirements set forth herein. ***Due to the nature of the prizes offered, if a background check reveals that a potential Finalist has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential Finalist may be disqualified.***

4. Timing: The Contest begins on April 14, 2022 at 12:00 a.m. Eastern Time ("ET"), is scheduled to end on July 20, 2022 at 11:59 p.m. ET (the "Contest Period") and consists of three (3) phases (each a "Phase"), as outlined below:

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
Submission	April 14, 2022	May 11, 2022
Judging	May 12, 2022	May 26, 2022
Finalist Confirmation	May 27, 2022	June 27, 2022
Voting	July 6, 2022	July 20, 2022
Dates are subject to change		

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

5. How to Enter: During the Submission Phase, visit MySkinStory.Cetaphil.com ("Promotion Website") and follow the links and instructions to complete and submit the registration form, including your name, a valid email address, and your age range. By completing the registration form, you will receive one (1) digital coupon good for \$4.00 off a qualifying Cetaphil cleanser, moisturizer, sun, and baby purchase (exclusions apply) ("Offer"). Terms and conditions of coupons apply. **Limit:** One (1) Offer per person during the Submission Phase.

To enter the Contest, create a 30 - 60 second video that only features yourself and describes your skin care routine and the Cetaphil products that work for you. You should not include others in your video. At the beginning of the video, you must include the following statement: I have created this video as my submission for the Cetaphil My Skin Story Contest. ***Your video must reflect your honest and truthful opinions. However, your video may not include any claims of Sponsor's products that would be deemed unsubstantiated or deceptive if made by Sponsor.*** Please visit www.Cetaphil.com to view details and claims related to any of Cetaphil's products. See below for all guidelines and content requirements of your video.

Upload the video to either YouTube or Vimeo and set the visibility of your video to unlisted. An unlisted video is not viewable or searchable within the YouTube or Vimeo platform. Your unlisted video will herein be referred to as your "Submission". Use of YouTube and Vimeo is free, but subject to the respective [Terms](#)

([YouTube Terms](#) / [Vimeo Terms](#)). Return to the Promotion Website and provide the URL link to your Submission. By providing your Submission, you confirm that your Submission conforms to the guidelines and content restrictions listed below. Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Submission meets all requirements, your Submission will be deemed one (1) Contest entry.

Guidelines:

- The Submission should only include yourself (entrant) and not include others;
- The Submission must be an unlisted YouTube or Vimeo URL (not viewable or searchable).
- The Submission must be at least 30 seconds but must not exceed 60 seconds in length.
- The Submission must be in English.

Content Restrictions:

- The Submission must only include yourself and be your original work;
- The Submission must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor (visit www.Cetaphil.com to view product details and claims);
- 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 and therefore must not contain brand names or trademarks other than those owned by Sponsor,
- The Submission must not contain content created by a third party, such as music, images or artwork;
- The Submission must not disparage Sponsor or its products, or mention any competitive products or any other person or party,
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous, or libelous,
- Your Submission must not make references to or include alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda,
- 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.

Limit: Each entrant may upload one (1) Submission during the Submission Phase. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and 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 entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 10, 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: Uploading 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 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: Finalists and Winners will be determined according to the process set forth below.

a. Judging Phase: During the Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select the six (6) entrants with the highest-scoring Submissions (the "Finalists") from among all eligible Submissions that comply with the Official Rules based on the following criteria ("Judging Criteria"), each weighted equally:

- Creativity/Originality of the Submission;
- Authentic presentation style of Entrant; and
- Technical Quality of the Submission

In the event of a tie and where applicable, Sponsor will select the potential Finalist (from among tied entrants) whose Submission displays skin that is different in age, type, texture, or tone from the skin displayed by the already selected potential Finalists. In the event that this approach is not applicable, the entrant whose Submission received the highest score for "Authentic presentation style of Entrant," as determined by the qualified judges, in their sole discretion, will be deemed the applicable Finalist from among the tied entrants. Sponsor reserves the right to select fewer than the stated number of Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

b. Confirmation of Finalists: During the Finalist Confirmation Contest Phase, potential Finalists will be notified by email. Each potential Finalist (parent/legal guardian if a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited a Publicity Release, including consent for Sponsor (and its agents) to use their Submission as set forth in Section 6 within future marketing campaigns without any compensation and to agree to a confidential background check, which must be received by Administrator within 5 calendar days of the date notice or attempted notice is sent, in order to be confirmed as a Finalist. If a potential Finalist cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or does not comply with these Official Rules, then potential Finalist will be disqualified. If the background check reveals that a potential Finalist has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify potential Finalist. Sponsor may select an alternate Finalist with the next highest score in the event that a potential Finalist does not respond, declines to participate, or is disqualified for any reason.

c. Voting Phase: During the Voting Phase, the Finalists' Submissions will be posted in an online gallery for public voting at the Promotion Site. Persons who meet the eligibility criteria as set forth in Section 1 will be eligible to vote for the Submission they believe has the most public appeal. Individuals who visit the Promotion Site and log in or complete the registration form to vote will receive one (1) coupon good for \$4.00 off a qualifying Cetaphil cleanser, moisturizer, sun, and baby purchase (exclusions apply) ("Offer"). Terms and conditions of coupons apply. Limit: Each person may receive one (1) Offer during the Voting Phase and may vote one (1) time during the Voting Phase. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any Finalist or voter to obtain votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes for the Finalist's Submission and Finalist may be disqualified as determined by Sponsor in its sole discretion. Subject to the Finalist's compliance with these Official Rules, the three (3) Finalists whose Submissions receive the highest number of valid votes during the Voting Phase will be deemed the potential Grand Prize winners. In the event of a tie, the entrant whose Submission received the highest score during the Judging phase as determined by the qualified judges in their sole discretion, will be deemed the potential winner from amongst the tied Finalists. Sponsor reserves the right, in its sole discretion, to select an alternate winner should the voting appear to have been tampered with or manipulated in any way.

8. Winner Requirements: Potential winners will be notified by email on or around May 27, 2022. In consideration for receipt of the prize winners will be asked to sign additional documents confirming that they 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. Each 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. Each winner will indemnify Sponsor, Released Parties, 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. Nothing in these Official Rules is an offer or contract of employment of any kind with any entity. If a potential winner fails to complete and submit these additional documents within the required time period, does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If the potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

9. Prizes: THREE (3) GRAND PRIZES: A \$3,000.00 check. Approximate Retail Value ("ARV"): \$3,000.00.

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 (or a component thereof) 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. Limit: One (1) prize per person. Prizes will be fulfilled 8 – 10 weeks after the end of the Contest.

10. Release: Each Entrant agrees to release and hold harmless the Sponsor, Administrator, and their respective parent companies, 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, damage to or loss of property, infringement of third-party intellectual property rights, and/or unauthorized use of third party name or likeness arising out of participation in the Contest or receipt or use or misuse of any prize, including any related travel.

11. 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, photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, 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 Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the Entry 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 Entries. 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 (including any travel/activity related thereto). 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, each 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, 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 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: Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.galderma.com/your-data>.

16. Winner List: For a winner list, visit <https://bit.ly/3G1ZtWI>. The winner list will be posted after winner confirmation is complete.

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