

Picture-Perfect Summer with Benadryl Official Rules

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING THE SWEEPSTAKES PRIZE. Message and data rates may apply. Text **STOP** to 35350 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** to 35350 for information. If you submit your receipt via text messaging, you will receive two (2) text messages in response to your entry from an automated system. Consent is not required to buy goods and services. You may not be able to participate by text messages through all wireless carriers.

1. Eligibility: Picture-Perfect Summer with Benadryl (the "Sweepstakes") 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 or of the age of majority in their state of residence at the time of entry. Employees of Johnson & Johnson Consumer Inc., McNeil Consumer Healthcare Division, HelloWorld, 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. 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 the prize is contingent upon fulfilling all requirements set forth herein. There is also an offer (the "Offer") as outlined in Section 4.a below.

2. Sponsor: Johnson & Johnson Consumer Inc., McNeil Consumer Healthcare Division, 7050 Camp Hill Road Fort Washington, PA 19034. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on May 15, 2018 at 12:00 a.m. Eastern Time ("ET") and ends on September 30, 2018 at 11:59 p.m. ET (the "Promotion Period").

There is also a purchase phase (the "Purchase Phase") and a receipt upload phase (the "Receipt Upload Phase") as outlined below:

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
Purchase	May 15, 2018	September 15, 2018
Receipt Upload	May 15, 2018	September 30, 2018

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

4. How to Enter: During the Promotion Period, visit www.benadrylsummerpromo.com (the "Website") and follow the links and instructions to complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes. **Limit:** You may enter one (1) time per day 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 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 is prohibited and will result in disqualification. 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. 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. The potential winner may be required to show proof of being the authorized account holder.

Bonus Sweepstakes Entries: There are four (4) ways to earn bonus Sweepstakes entries, as outlined below:

- a. **Upload a Receipt to Obtain Offer and Earn Bonus Sweepstakes Entry (see below for details on how to obtain bonus Sweepstakes entries without making a purchase^{*)}:** During the Purchase Phase, purchase two (2) BENADRYL® products ("Qualifying Purchase") outlined in Appendix A below within one (1) single transaction. **Be sure to keep your receipt.** Take a photo of your receipt. The receipt photo must be clear and legible, include the purchase date and time, and show the Qualifying Purchase, the Qualifying Purchase price(s) and total amount spent on the receipt. Then, during the Receipt Upload Phase, complete one (1) option below:

Website: Visit the Website and follow the links and instructions to upload your receipt photo to receive one (1) code good for nine (9) 2x2 photo magnets (the "Offer") while supplies last. Approximate retail value of the Offer: \$30. Terms and conditions of codes apply. Limit: three (3) Offers per person. Participants will be sent their Offer code via the email address supplied during registration. The Offers will be fulfilled within thirty (30) days. Sponsor is not responsible for late, lost, stolen, damaged, delayed, or undelivered Offers. Sponsor is not responsible for any computer related malfunction that prevents the recipient from accessing entry or receiving their Reward. You will also receive one (1) bonus entry into the Sweepstakes.

Text Message: Use a two-way text-messaging capable device ("Device") and text "BENADRYL" to 35350. You will be prompted to text a photo of your receipt. Then, click on the link in the confirmation message and complete and submit the registration form including a valid email address. Once the receipt has been verified, you will receive one (1) code good for nine (9) 2x2 photo magnets (the "Offer"). Approximate retail value of the Offer: \$30. Terms and conditions of codes apply. Limit: three (3) Offers per person. Participants will be sent their Offer code via the email address supplied during registration. The Offers will be fulfilled within thirty (30) days. You will also receive one (1) bonus entry into the Sweepstakes. ***Message and data rates may apply. By texting "BENADRYL" to 35350, you consent to receive up to two (2) promotional text messages (pertaining only to this Program) via an automatic telephone dialing system to the number you provided from HelloWorld on behalf of Sponsor. Your consent to the above is not required to make a purchase.** Text **STOP** to 35350 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** for information. Send questions to customercare@helloworldfulfillment.com. If you submit your receipt via text messaging, you will receive two (2) text messages in response to your entry from an automated system. Participating carriers include: AT&T, Verizon Wireless, Sprint, T-Mobile, Virgin Mobile, Boost, U.S. Cellular and Alltel. Carrier specific charges for text messages may apply, including error messages, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities and service provider for specific instructions. Sponsor makes no guarantee that any particular wireless service provider will be compatible with this Sweepstakes. Entrant is responsible for all applicable fees and taxes associated with Sweepstakes participation. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice. To view the Sponsor's Mobile Privacy Policy, visit <http://www.Benadryl.com/privacy-policy>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

*Free method of entry by mail: To earn a bonus entry into the Sweepstakes without making a purchase, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Picture-Perfect Summer with Benadryl," c/o HelloWorld, Inc., P.O. Box 5035, Department 835165,

Kalamazoo, MI 49003-5035. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by October 1, 2018 and received by October 8, 2018. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

- b. Tell A Friend Program:** After you enter the Sweepstakes, you will be invited to submit the names and email addresses of up to three (3) friends who must be eligible to enter the Sweepstakes. Each person that you refer will receive an email notifying him or her about the Sweepstakes. You may only refer persons with whom you have an existing relationship. For each referral, you will be given one (1) bonus Sweepstakes entry. Limit: up to three (3) bonus entries per day during the Promotion Period.
- c. Twitter Share:** After you enter the Sweepstakes, you will be invited to share the Sweepstakes on Twitter by clicking on the link to share a prepopulated message on Twitter. You will receive one (1) bonus Sweepstakes entry. Limit: one (1) bonus entry per day during the Promotion Period.
- d. Facebook Referral:** After you enter the Sweepstakes, you will be invited to share the Sweepstakes on your Facebook wall. The wall post will contain a unique link to the Sweepstakes. If a friend subsequently registers through the unique link, you will earn one (1) bonus Sweepstakes entry. Limit: one (1) bonus entry during the Promotion Period.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter. You understand that you are providing your information to Sponsor, and not to Facebook or Twitter. By participating in this Sweepstakes, each entrant will be subject to the Facebook and Twitter Terms and Conditions (<http://twitter.com/tos>) (<https://www.facebook.com/legal/terms>) and Privacy Policies (<https://twitter.com/en/privacy>) (<https://www.facebook.com/policy.php>).

5. Grand Prize Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around October 11, 2018. The potential winner will be notified by email or phone. The potential winner will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prize will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes.

6. Prize: ONE (1) GRAND PRIZE: \$500 VISA Digital Prepaid Reward and \$500 Airbnb Gift Code. Value of Grand Prize: \$1,000. Terms and conditions of Reward and Gift Code apply. Redemption instructions for the Reward and Gift Code will be included in the win notification email.

Prize 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 equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

7. Release: By receipt of any prize, winner agrees 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.

8. Publicity: Except where prohibited, participation in the Sweepstakes 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.

9. 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 from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 promotion or in an unsportsmanlike or disruptive manner. 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 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.

10. 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (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 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.

11. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, Michigan 48069. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with

the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Promotion, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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. The place of arbitration shall be Oakland County, Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <https://www.benadryl.com/privacy-policy>.

13. Winner List: For a winner list, visit <http://bit.ly/2DC9jCc>. The winner list will be posted after winner confirmation is complete.

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Appendix A

Brand	Sub Brand	Product UPC	Description	Size
CHILDREN'S BENADRYL®	ALLERGY PLUS CONGESTION	300450170057	Liquid Grape Flavored	4 fl oz.
BENADRYL®	ALLERGY	300450170125	Ultratab 100+48ct (Club)	148ct
BENADRYL®	ALLERGY	300450170149	ULTRATAB® Tablets	100 ct.
BENADRYL®	ALLERGY	300450170446	Ultratabs 24ct – Secondary Placement	24 ct.
CHILDREN'S BENADRYL®	ALLERGY	300450534095	Liquid Cherry Flavored – Target Only	4 fl oz.
CHILDREN'S BENADRYL®	ALLERGY	300450553201	Chewable Tablets Grape Flavored	20 ct.
BENADRYL®	ALLERGY	300450557251	Ultratab 3x48 (Club)	144ct
BENADRYL®	ALLERGY	300450557261	Allergy Plus Congestion	24 ct.
CHILDREN'S BENADRYL®	ALLERGY	300450748720	Cherry Club 2x8oz	8oz
BENADRYL®	EXTRA STRENGTH Topical Analgesic/Skin Protectant	312547170048	ITCH COOLING SPRAY (59 ml)	2 fl oz.
BENADRYL®	ALLERGY	312547170215	Liqui-Gels® Dye-Free	24 ct.
BENADRYL®	ALLERGY	312547170314	ULTRATAB® Tablets	24 ct.
CHILDREN'S BENADRYL®	Camphor External Analgesic	312547171038	ITCH COOLING GEL (85g)	3 oz.
BENADRYL®	ALLERGY	312547171366	ULTRATAB® Tablets	48 ct.
BENADRYL®	EXTRA STRENGTH Topical Analgesic/Skin Protectant	312547171403	ITCH RELIEF STICK (14 ml)	0.47 fl oz.
BENADRYL®	EXTRA STRENGTH Topical Analgesic/Skin Protectant	312547171571	ITCH STOPPING GEL (103 ml)	3.5 oz.
BENADRYL®	ORIGINAL STRENGTH Topical Analgesic/Skin Protectant	312547171625	ITCH STOPPING CREAM (28.3g)	1 oz.
BENADRYL®	EXTRA STRENGTH Topical Analgesic/Skin Protectant	312547171670	ITCH STOPPING CREAM (28.3g)	1 oz.
CHILDREN'S BENADRYL®	ALLERGY	350580534045	Liquid Cherry Flavored	4 fl oz.
CHILDREN'S BENADRYL®	ALLERGY	350580534083	Liquid Cherry Flavored	8 fl oz.
CHILDREN'S BENADRYL®	ALLERGY	350580535042	Liquid Bubble Gum Flavored Dye-Free	4 fl oz.
BENADRYL®	ALLERGY	30045017044	ULTRATAB®	24 ct.
BENADRYL®	ALLERGY	30045055725	UltraTablets 3 PK of 48 ct	
BENADRYL®	ALLERGY	31254717103	Anti Itch 3 oz.	