

## **HEALTHY ESSENTIALS® Program**

### **SAMPLE OFFER TERMS AND CONDITIONS**

**1. Eligibility:** HEALTHY ESSENTIALS® Program (the "Sample Offer") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least thirteen (13) years of age at the time of entry and who fulfill "How to Receive Sample Offer" described below. Employees of Johnson & Johnson Consumer Inc., HelloWorld, Inc. ("Administrator"), 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.

**2. Timing:** Sample Offer begins on January 23, 2017 at 9:00 a.m. Eastern Time ("ET") and ends on July 23, 2017 at 11:59 p.m. ET (the "Sample Offer Period"). Sponsor's computer is the official time-keeping device for the Sample Offer.

**3. How to Receive Sample Offer:** During the Sample Offer Period, visit <https://healthyessentials.promo.eprize.com/sample/> and follow the links and instructions to log in or create your HEALTHY ESSENTIALS® Program account. Online accounts are free but subject to the terms of service. Once logged in, follow the links and instructions to complete your profile by answering any prompted questions and choosing your preferences. By doing so, you will be sent your choice of a sample offer, while supplies last (the "Offer"). Sample contents may vary. Offer cannot be transferred or redeemed for cash. Offer cannot be combined with any other offer. Offer cannot be substituted except at Sponsor's discretion. Limit: One (1) Offer per household with a valid email address. 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 logins, or any other methods will void that participant's Offer and that participant may be disqualified. The Offer will be fulfilled in 8 – 10 weeks after profile and registration completion.

**4. Sponsor:** Johnson & Johnson Consumer Inc., 199 Grandview Road, Skillman, NJ 08558.  
**Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**5. Release:** By receipt of the Offer, participant agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, 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 Sample Offer or receipt or use or misuse of the Offer.

**6. Publicity:** Except where prohibited, participation in the Sample Offer constitutes recipient's consent to Sponsor's and its agents' use of recipient's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**7. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sample Offer, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sample Offer, 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 Sample Offer 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 Sample Offer 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 Sample Offer; (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 Sample Offer; (4) technical or human error which may occur in the administration of the Sample 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 Sample Offer 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 Sample Offer 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 Sample Offer, 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 Sample Offer, 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 Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <https://www.healthyessentials.com/privacy>.

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