

CARE CLUB

TERMS AND CONDITIONS (Rewards Available While Supplies Last)

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH VENMO OR PAYPAL, INC.

Last Updated: 11/9/23

The Care Club® (“Program”) is offered at the sole discretion of Johnson & Johnson Consumer Inc., 199 Grandview Road, Skillman, NJ 08558 (“Sponsor”). The Program is administered by Clarus Commerce LLC dba ebbo, 500 Enterprise Drive, 2nd Floor, Rocky Hill, CT 06067 (“Administrator”). **In its sole and absolute discretion, the Sponsor may change, modify or terminate any and all aspects of the Program including, without limitation, its rules, terms, conditions, or rewards, with or without notice.** Such changes may or may not affect previously earned Points and Rewards.

1. **PROGRAM PERIOD:** The Program is an on-going loyalty Program and will continue until terminated in accordance with these Official Terms and Conditions (“Program Period”). During the Program Period the specific activities/purchase items, point values, and rewards (as set forth in Sections 4 and 7) may change at Sponsor’s discretion. Any changes will be reflected on the Program Website and in these Official Terms and Conditions. Sponsor may terminate or extend this Program at any time without prior notice in its sole and absolute discretion. Sponsor’s computer is the official clock for this Program.
2. **ELIGIBILITY:** The Program is open only to (a) legal residents of the forty-eight (48) contiguous United States (including the District of Columbia), (b) who are at least thirteen (13) years old or age of majority in his/her state of residency, whichever is older at the time of entry and (c) who are Care Club® members (formally referred to as, HEALTHY ESSENTIAL members). Membership is free. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Program Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to participate or receive rewards. Void in Alaska, Hawaii and where prohibited or restricted by law.

Participation constitutes participant’s full and unconditional agreement to these Terms and Conditions and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Program.

3. **HOW TO PARTICIPATE:** You must be a Care Club® member to enter. Membership is free. During the Program Period, an eligible participant must visit www.mycareclubrewards.com (the “Website”), and enter his/her valid e-mail address to register for this Program and create a Care Club account (“Account”), if applicable. If it is the first time the participant is participating in the Program, the participant must log in with his/her physical mailing address and then follow the links and instructions to affirm that he/she is of age to participate in the Program and has read and agrees to be bound by these Official Terms and Conditions. The participant may then participate in an “Activity” and/or upload a picture of his/her “Qualifying Purchase” receipt, as further described below, to earn points (“Points”). Points will be automatically added to the

Account after an Activity is completed and/or a valid receipt is verified and approved. Points may be used to redeem rewards (“Rewards”) as set forth in Section 5 below.

Sponsor also reserves the right, but not the obligation, at its sole discretion, to distribute Points at various times throughout the Program Period through additional means which will be posted on the Website. It may take twenty-four (24) hours or more for the Point(s) to show in your Account. Sponsor assumes no liability for discrepancies, delays, omissions, inconsistencies or errors in the number of Qualifying Purchases made or the number of Points acquired as a result thereof as reported on the Website. The decisions of Administrator and Sponsor with respect to the Program, including without limitation, Qualifying Purchases, Points, Account balances and Rewards transactions are final and binding and non-appealable in all respects. If a participant creates multiple Accounts or attempts to participate in the Program using multiple identities, then Sponsor, in its sole discretion, may disqualify the participant and void any or all such Accounts. Points may not be combined from different promotions for any purpose. Sponsor reserves the right to invalidate Points from an Account if it determines that such Points were improperly credited to such Account, obtained fraudulently or in violation of these Terms and Conditions. Points do not constitute property, do not entitle you to a vested right or interest, and have no cash value. As such, Points are not redeemable for cash and are not saleable, transferable or assignable for any reason.

4. QUALIFYING PURCHASE PRODUCTS/VALUES AND ACTIVITIES:

The following is a list of products, activities and point values for the current Program. For purposes of this Program, a month is defined as a calendar month (“Month”).

- a. **Purchase Products:** Participants may purchase a qualifying Care Club product (“Qualifying Purchase”) between July 1, 2022 and March 31, 2024 (“Purchase Period”) from a physical retail location or online. Restrictions apply based on the type of product purchased. Receipts with some over the counter (“OTC”) drugs included in a purchase will only receive Points in this Program one (1) time per month, per brand, for these products. A list of qualifying OTC products with these restrictions (“Restricted Qualifying Products”) is included in Appendix B at the end of this document. Receipts with Qualifying products will receive one hundred fifty (150) points for each Qualifying Purchase. A list of qualifying products that are not Restricted Qualifying Products (“Non-Restricted Qualifying Products”) is included in the Appendix A at the end of this document.

Participants should first print his/her complete name on the original physical retailer register receipt, sign and date the receipt, and circle all Qualifying Purchase(s) on the receipt before uploading the receipt. Convert and save the receipt into an electronic file which must be in .jpeg, .jpg, .png, or gif format and may not exceed 10 MB. Prior to submitting a receipt, Sponsor strongly recommends that participants maintain the original or photocopy for themselves. Participants should not give the receipt to any store employee. For purchases made online, take a screenshot of your confirmation. Submit the image of your full receipt, including store information, purchase information, and time and date of purchase.

Limit: There is a maximum of up to one thousand five hundred (1,500) points per month, ten (10) products per receipt, ten (10) receipts per month, which includes both Restricted Qualifying Products and Non-Restricted Qualifying Products, however, as noted above, Restricted Qualifying Purchases can only receive points

one (1) time per brand. A participant may not submit the same receipt more than one (1) time. Duplicated receipts will not be accepted.

b. **Activities:**

Activity	Points	Limit	Max Points Earned
<p>Qualifying Purchases (Restricted Qualifying Products and Non-Restricted Qualifying products combined). More details for Restricted vs. Non-Restricted Qualifying Products outlined below**Restricted Qualifying Products</p> <p>*Non-Restricted Qualifying Products</p>	150	<p>10 products per receipt, 10 receipt uploads per Month</p> <p>1 per Month for any one (1) product purchased from the 11 Brands under Appendix B Restricted Qualifying Products list</p> <p>10 products per receipt, for a limit of 10 products per Month for any product from the 15 Brands under Appendix A Non-Restricted Qualifying Products.</p>	1,500 per Month
Complete Registration	100	1x for the entire Program Period	100
Twitter/Facebook/Pinterest Share	15	10 total shares for the entire Program Period	150
Complete profile	100	1x for the entire Program Period	100
Ratings and Reviews	25	3x per Month	75 per Month
Answer Poll Question	5	1x per Month	5 per Month
Lapsed User	25	NA	25
Complete Brand Profile Quiz	25/per brand	NA	25/brand

c. **Zyrtec® Allergycast® Application (“App”):**

Activity	Points	Limit	Max Points Earned
Register	25	1x for the entire Program Period	25
Complete Primary User Allergy Profile	15	2x per calendar year	30 per calendar year
Symptom Logging	3	1x per day	90 per Month
Double Point Day Symptom Logging	6	1x per day	6 per Month
Seven (7) Consecutive Day Symptom Logging	15	1x login for 7 consecutive days	15 per every 7 days.
Twenty (20) Times Per Month Symptom Logging	25	1x per Month	25 Per Month
Adding Users	10	5x for the entire Program Period	50

For Twitter/Facebook/Pinterest Share: A participant may only share the Program a total of ten (10) times during the Program Period through a combination of the three (3) platforms listed below.

Twitter: During the Program Period, a participant may obtain additional Points as set forth in the chart above by following the instructions on the Website and set forth below to share the Program on Twitter. Upon clicking the buttons to share the Program, a message with a unique link will be posted to the participant’s Twitter Feed (“Twitter Invitation Post”). To obtain Points, a participant’s Twitter “Follower” must click on the unique link in the Twitter Invitation Post and complete and submit the registration information, and sign up for the Program. Participant must disclose that the participant will receive Points for sharing the Rewards Program and the contents of the share message should not be altered in any manner.

Facebook: During the Program Period, a participant may obtain additional Points as set forth in the chart above by following the instructions on the Website to share the Program on Facebook. Upon clicking the buttons to share the Program, a message with a unique link will be posted to the participant’s Facebook Wall (“Facebook Invitation Post”). To obtain Points, a participant’s Facebook “Friend” must click on the unique link in the Facebook Invitation Post and complete and submit the registration information requested, and sign up for the Program. Participant must disclose that the participant will receive Points for sharing the Rewards Program and the contents of the share message should not be altered in any manner.

Pinterest: During the Program Period, a participant may obtain additional Points as set forth in the chart above by following the instructions on the Website and set forth below to share the Program on Pinterest. Upon clicking the buttons to share the Program, a message with a unique link will be posted to the participant’s Pinterest Board (“Pinterest Invitation Post”) To obtain Points, a participant’s Pinterest “Follower” must click on the unique link in the Pinterest Invitation Post and complete and submit the registration information requested,

and sign up for the Program. Participant must disclose that the participant will receive Points for sharing the Rewards Program and the contents of the share message should not be altered in any manner.

Share a Link: During the Program Period, a participant may obtain additional Points as set forth in the chart above by following the instructions on the Website and set forth below to share the Program. Upon clicking the button to share the Program, a message with a unique link will be generated to participant who may then share with participant's friends via e-mail ("Invitation E-Mail"). To obtain Points, participant's "Friend" must click on the unique link in the Invitation Email and complete and submit the registration information requested, and sign up for the Program. Participant must disclose that the Participant will receive Points for sharing the Rewards Program and the contents of the share message should not be altered in any manner.

For Ratings and Reviews: Participants who write a review of a Non-Restricted Qualifying Product or a Restricted Qualifying Product (see Appendices A and B for list of Qualifying products) during the Program Period, will receive twenty-five (25) Points. There is a limit of three (3) reviews per Month. **Each review must include a proper disclosure that clearly states that the participant is writing a review to receive Points for this Program (i.e. I am writing this review to receive Reward Points for the Care Club Program).**

For Answer Poll Question: During the Program Period, a participant may follow the links and instructions to answer an online poll question. Regardless of the answer provided, participant will receive five (5) Points. There is a limit of two (2) questions per Month.

For Lapsed Users: During the Program Period, if a participant has not visited the Website for one (1) month, he/she will receive an email reminding them to participate. Upon logging in to participate in the Program, participant will receive twenty-five (25) Points.

For Zyrtec® Allergycast® App Users: During the Program Period, a participant can download the Zyrtec® Allergycast® App by visiting the application store on their mobile device. Once the participant has downloaded the App, the participant will be prompted to either log into the Zyrtec® Allergycast® App (if they already have a Zyrtec® Allergycast® account), create a Zyrtec® Allergycast® account, or skip to the home screen. He/she will then be prompted within the Zyrtec® Allergycast® App to create or log into their Account. Once the App is downloaded and participant has registered/created or logged-in their Account, he/she can complete the below actions to receive Points:

- I. **Create A Zyrtec® Allergycast Account within the App**: During the Program Period, participants can create a Zyrtec® Allergycast account within the App by opening the App and going to the profile section where he/she will be required to provide his/her first name, last name, email address, zip code, and submit. Once submitted, participant will receive twenty-five (25) Points. There is a limit of twenty-five (25) Point during the Program Period for this Activity.
- II. **Complete A Zyrtec® Allergycast Allergy Profile**: During the Program Period, participants can complete their primary user profile by answering the following questions within the App: 1. Which month(s) do you have allergies? 2. Do any of these allergies apply to you? 3. Which allergy treatment(s) do you typically take? 4. When do you usually take your

treatment? 5. What time of day do you usually take your treatment? 6. When do your allergies feel the worst? Once submitted, participant will receive fifteen (15) Points. There is a limit of thirty (30) Points per calendar year during the Program Period for this Activity.

- III. **Symptom Logging:** During the Program Period, participants can log their daily allergy symptoms by clicking on the 'log' button and follow the prompts within the App. For purposes of this Program, a "day" is the twenty-four (24) hour period between 12:00 AM ET and 11:59:59 PM ET. Once submitted, participant will receive three (3) Points. There is a limit of three (3) Points per day for a total of ninety (90) Points Per Month during the Program Period for this Activity.
 - IV. **Double Point Day Symptom Logging:** During the Program Period, on various dates as noted in the App, participants can log their daily allergy symptoms by clicking on the 'log' button and follow the prompts within the App. Once submitted, participant will receive six (6) Points. Points will be added in addition to the Points received for Symptom Logging. There is a limit of six (6) Points per Month during the Program Period for this Activity.
 - V. **Seven (7) Consecutive Day Symptom Logging:** During the Program Period, participants can log their daily symptoms by clicking on the 'log' button and follow the prompts within the App. If participant logs his/her daily symptoms for seven (7) consecutive days within the App, the participant will receive fifteen (15) Points. Points will be awarded after the seventh consecutive daily log.
 - VI. **Twenty (20) Times Per Month Symptom Logging:** During the Program Period, participants can log their allergy symptoms by clicking on the 'log' button and follow the prompts within the App for twenty (20) days within the calendar month. Days do not need to be consecutive. Participant will receive twenty-five (25) Points. Points will be awarded after the twentieth log within a calendar month. There is a limit of twenty-five (25) Points per Month during the Program Period for this Activity.
 - VII. **Adding Users to Zyrtec® Allergycast® App:** During the Program Period, participants can add up to five (5) additional users within their primary account by following the prompts within the Zyrtec® Allergycast®_App. Upon completing this action, participant will receive ten (10) Points per user added. There is a limit of fifty (50) Points, ten (10) Points per user added during the Program Period for this Activity.
5. **HOW TO REDEEM POINTS ONLINE FOR REWARDS:** During the Program Period, Points can be redeemed for Rewards that are displayed on the Website, while Rewards supplies last. Participants will have thirty (30) days from the end of the Program Period to redeem any accumulated Points. Notwithstanding the foregoing, Points will expire only upon the expiration or termination of the Program. In the event that the Program is terminated, participants will have thirty (30) days from the date of termination to redeem any unused Points. Points have no cash value and cannot be redeemed or exchanged for anything other than the Rewards as set forth in these Official Terms and Conditions. Each Reward item has a required number of Points for redemption as stated on the Website and listed in Section 7 below. Participant cannot redeem a Reward unless he/she has accumulated the required corresponding number of Points in his/her Account. To redeem a Reward, the participant must login into the Website and follow the on-screen instructions to review available Rewards. The participant must select the Reward he/she wishes to order and carefully review any restrictions and terms of each individual Reward. Once the order has been submitted, the required number of Points for the Reward will be deducted from the participant's Account. Once Points have been redeemed for

a Reward they may not be returned or refunded to an Account for any reason, including if the Reward is stolen or lost.

6. POTENTIAL FUTURE PROMOTIONS: From time to time, Sponsor reserves the right but not the obligation to allow participants to use their Points to enter other promotions and/or sweepstakes. Details and official rules for other promotions and sweepstakes, if any, will be posted on the Website.
7. PROGRAM REWARDS: The following rewards (each a “Reward”) are currently available in this Program:

Reward	Approximate Retail Value (ARV)	Points Needed to Redeem Reward
Pepcid® Coupon	\$1.00	100
Imodium® Coupon	\$1.00	100
Adult Tylenol® Coupon (excludes Tylenol® Cold or Sinus, Tylenol® PM or Simply Sleep, and travel size)	\$1.00	100
Listerine® Coupon	\$1.00	100
Benadryl® Coupon	\$1.00	100
Lubriderm® Coupon	\$1.00	100
Motrin® Coupon	\$1.50	150
\$25 SpaFinder® Gift Card	\$25	5,000
\$25 Awarded via Venmo	\$25	5,000
\$20 Amazon.com® Gift Card	\$20	4,000
\$10 awarded via Venmo	\$10	2,000
\$5 Ulta® Beauty Gift Card	\$5	1,000

After a participant has reached 1,000 Points, they will unlock the VIP tier level Rewards (“VIP Status”). VIP Status will be valid for the remainder of the year in which they achieved VIP Status plus the entire calendar year that follows. VIP Status will then reset and participants will need to have a new balance of 1,000 Points to unlock the VIP tier level Rewards.

VIP Tier Reward	Approximate Retail Value (ARV)	Points Needed to Redeem Reward
\$25 Nike® Gift Card	\$25	4,500

- A. GENERAL TERMS: There is a limit of one (1) type of Reward per Account. The use of a gift card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. Use of a gift card constitutes the user’s acceptance of the terms and conditions so the recipient should read the terms and conditions on the gift card carefully. Recipients must protect the gift card and treat the gift card as he/she would any other valuable document. A gift card will not be redeemed or exchanged for cash, except where

required by law. A gift card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the recipient's permission and will be voided if altered or defaced. Limited quantity of rewards available while supplies last. Points, once earned, cannot be refunded, transferred or re-used. Rewards obtained through this Program are not returnable, refundable, transferable or exchangeable. No substitutions of any kind (unless at Sponsor's sole discretion) are offered or permitted with respect to any Reward.

For Coupons: The coupon is good only on purchase of product indicated. Any other use constitutes fraud. COUPON CANNOT BE BOUGHT, TRANSFERRED OR SOLD. LIMIT ONE COUPON PER PURCHASE AND ONE COUPON PER CUSTOMER. VOID IF TAXED, RESTRICTED OR PROHIBITED BY LAW. VOID IF COPIED OR EXPIRED.

For Spafinder® gift cards: Use of this card constitutes acceptance of the following terms and conditions. This card is transferable but is not replaceable if lost or stolen and should be treated as cash. Neither Blackhawk Issued Content, LLC ("Spafinder") nor any partner location is responsible for loss, theft, or mutilation of this card. This card cannot be returned. Cards purchased at a discount from face value may not be applied toward purchase of alcohol beverages at partner locations in Massachusetts or Kentucky. Card cannot be redeemed for cash in New Jersey or for cash in any other state unless such state requires cash redemption. This card cannot be redeemed for cash except in accordance with applicable law. Face value of card is in U.S. dollars. Unauthorized resale will invalidate this card. When properly authorized, this card may be redeemed for goods and services at participating Spafinder partner locations. Blackout periods may apply. Check with the location before making appointments or reservations. Redeem card only at participating locations listed on www.spafinder.com or call 800-ALL-SPAS. Partner locations accepting the Spafinder Gift Card are identified by an "accepts gift cards" icon on www.spafinder.com. Neither Spafinder nor any partner nor any partner location will be responsible for appointments or reservations booked at non-participating locations. The total value of the card must be redeemed at a single participating partner. Any unused balance will be converted to credit at that participating location. Card must be surrendered at time of redemption. Spafinder is an independent company and not affiliated with any partner spa or health and wellness location. Neither Spafinder nor any partner makes any warranty of any kind regarding any service you may receive in connection with your use and redemption of this card. Neither Spafinder nor any partner assume any responsibility and shall not be liable for any injury, loss, claim, cost, damage, or any special, exemplary, punitive, indirect, incidental, or consequential damages of any kind, whether based in contract, tort, strict liability, or otherwise which arises out of or is in any way connected with (i) your use and redemption of this card or (ii) the performance or non-performance by any third-party providers even if you have been advised of the possibility of damages. Under no circumstance shall Spafinder or any partner be liable for any delay or failure of performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control. Terms and conditions are subject to change without prior notice.

For Amazon.com gift card: Restrictions apply, see www.amazon.com/gc-legal.

For Ulta® Beauty gift cards: Protect Card like cash. Card not valid for use until purchased and activated. Purchase, use or acceptance of Card constitutes acceptance of Terms. Usable up to remaining Card balance to purchase goods or services at Ulta Beauty stores or at Ulta.com. Not redeemable for cash except as required by applicable law. Card does not expire or incur fees. Card is not a credit or debit card. If lost, stolen or damaged, Card will not be replaced without proof of purchase. Issuer is not responsible for use of Card

without authorization. Ulta Beauty Cosmetics, LLC ("Issuer") is Card issuer and sole obligor to Card owner. Issuer may delegate its obligations to an assignee, without recourse, after which the assignee will be sole obligor to Card owner. For balance inquiry, additional and changed Terms (Issuer reserves right to change Terms at any time), visit www.ulta.com/ulta/guestservices/giftcard.jsp or call 1-888-566-2736.

For Nike® gift cards: Terms and Conditions This Gift Card is redeemable for eligible goods and services online at Nike.com, Converse.com, select Nike mobile applications, and at any Nike-owned and Converse-owned retail stores in the United States and Puerto Rico. Gift Cards may not be returned or redeemed for cash, except as required by law. Gift Cards will not be replaced if lost or stolen. No refunds or exchanges on Gift Cards. For complete terms and conditions, or balance inquiries, please visit Nike.com/GiftCards or call 1-800-806-6453. The purchase, acceptance, or use of this Gift Card constitutes acceptance of these terms and conditions.

- B. SHIPMENT OF REWARDS. Rewards will only be delivered to valid street addresses (or email address if digital) in the 48 contiguous United States and District of Columbia (no P.O. boxes). If Venmo, Your payment initially will be set to your default privacy setting. You may change the privacy setting at any time by clicking on the transaction. Rewards will be shipped within 6-8 weeks from receipt of order for shipment of a Reward via postal mail, unless otherwise stated on the Website. All Rewards will ship to the postal address that you specify on the order "Confirmation" page. No responsibility is assumed by Sponsor for any mail or deliveries returned as undeliverable without a forwarding address. No responsibility is assumed by Sponsor for a Reward after it has been shipped.
- C. REWARDS AVAILABILITY. All Rewards available on the Website are subject to change by the Sponsor in its sole discretion without notice. Rewards will be redeemed on a "first come, first serve" basis in relation to when participants electronically complete transactions in their Accounts. Once supplies of a Reward offered are exhausted, the Reward will expire and will be designated on the Website as sold out and/or will be deleted from the Website and will no longer be available for redemption in the Program. Sponsor reserves the right, at its sole discretion (without obligation) to substitute merchandise of greater or equal value in the event supplies of any one item exhaust. No exchanges, returns or refunds on Rewards are permitted for any reason. Sponsor does not guarantee the availability of any Reward for any period during the Program. Sponsor may, in its discretion, add new merchandise items for redemption during the Program Period. In the event that any Reward becomes unavailable, Sponsor reserves the right to substitute an item of equal or greater value in its sole discretion.
8. ACCOUNT VERIFICATION: All Accounts, Qualifying Purchases, and/or Points are subject to verification at the sole discretion of Sponsor. Anti-fraud detection devices may be used for verification purposes. Sponsor reserves the right to void Points and/or Rewards from any IP address or device if suspicious activity is detected or suspected. No Rewards redemption will be valid if such Rewards redemption is associated with any Points and/or Account deemed void for any reason, including without limitation, the following: (a) the Points and/or Rewards is not verified or recognized as being validly issued by Sponsor in the Program; (b) the Points and/or Rewards is determined to have been previously entered and used. Sponsor may change its policy or set limitations and restrictions on replacements at any time and without any form of notice. Except as expressly stated above, Sponsor, or any of the Program Entities, shall not have any liability or obligation to the holder of a void Qualifying Purchase, Point and/or Rewards or to any third party, with respect to any void Points and/or Rewards.

9. LIMITATIONS OF LIABILITY: By participating in this Program, participants agree that the Program Entities, PayPal, Inc. and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage, whether personal or property, to participants or to any person’s computer related to or resulting from participating in the Program and/or receiving a Reward; and (viii) Points that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions. Further, the Program Entities are not responsible for any undelivered e-mails, including without limitation, e-mails that are not received because of a participant’s privacy or spam filter settings that may divert any notification or other Program related e-mail to a spam or junk folder.

By participating in the Program, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys’ fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and the participant’s Points, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Reward (or any component thereof); (d) any change in the available Rewards (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Rewards (or any element thereof); or (h) the negligence or willful misconduct by participant.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a “Force Majeure” event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Program and/or

proceed with the Program, including awarding Points and or Rewards in a manner it deems fair and reasonable, from among eligible Points received prior to such cancellation, termination, modification or suspension without any further obligation. If Sponsor, in its discretion, elects to alter this Program as a result of a Force Majeure event, a notice will be posted at the Website.

Without limiting the foregoing, everything regarding this Program, including the Rewards, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

10. **DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE HARTFORD COUNTY, CONNECTICUT. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CONNECTICUT. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN HARTFORD COUNTY, CONNECTICUT. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
11. **PRIVACY:** Sponsor's Privacy Policy is available at: <https://mycareclubrewards.com/en-us/PrivacyPolicy>.
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event of any conflict with any Program details contained in these Terms and Conditions and Program details contained in program materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Program as set forth in these Terms and Conditions shall prevail.

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Customer service inquires may be made at [Contact Us](#)

APPENDIX A
Non-Restricted Qualifying Purchase Products

Non-Restricted Qualifying Purchase Products

Aveeno®

Aveeno Baby®

Band-Aid®

Clean & Clear®

Desitin®

Exuviance®

Johnson's Baby®

Listerine®

Lubriderm®

Neosporin®

Maui Moisture®

Neutrogena®

Neostrata®

OGX®

Rogaine®

APPENDIX B – Restricted Qualifying Purchases

Restricted Qualifying Purchases (Reward limit of one (1) receipt upload per Month)

Benadryl®

Bengay®

Imodium®

Lactaid®

Motrin®

Pepcid®

Sudafed®

Tylenol®

Zarbee's®

Zyrtec®

Visine®