

The TYLENOL® SmartCheck® Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

The TYLENOL® SmartCheck® Sweepstakes (“Sweepstakes”) begins on February 26, 2024 at 12:00:01 AM Eastern Time (“ET”) and ends on March 31, 2024 at 11:59:59 PM ET (“Promotion Period”). Johnson & Johnson Consumer Inc.’s (“Sponsor”) computer is the official time keeping device for this Sweepstakes. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH Meta Platforms, Inc.

PLEASE NOTE THAT BY ENTERING IN THIS SWEEPSTAKES, YOU SIGNIFY, CONSENT, AND AGREE THAT SPONSOR MAY SHARE YOUR ENTRY ON THE TYLENOL® WEBSITE AND SOCIAL CHANNELS AND OTHERWISE USE THE ENTRY AS SET FORTH BELOW.

1. Eligibility: Sweepstakes is open to legal U.S. residents currently residing in the 50 United States including the District of Columbia and Puerto Rico, who are eighteen (18) years of age or older as of the date of entry. Employees, officers, and directors of Johnson & Johnson Consumer Inc. (“Sponsor”), its parent, subsidiaries, affiliates, operators, franchisees and all of their respective advertising, promotion, or fulfillment agencies, promotional partners, and entities involved in the development, implementation, or handling of the Sweepstakes and other persons associated with the Sweepstakes (collectively, the “Sweepstakes Entities”), as well as the immediate family (spouse, parents, siblings, children, step-parents, step-siblings, and step-children, regardless of where they live) and same household members of each such employee, officer, director, or representative (whether or not related) are not eligible to participate in the Sweepstakes. Only individuals meeting all eligibility requirements set forth in these Official Rules may participate in the Sweepstakes or win a prize. All applicable federal, state, and local laws and regulations apply. Participation constitutes entrant’s full and unconditional agreement to these official rules (“Official Rules”) and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Johnson & Johnson Consumer Inc., 7050 Camp Hill Road, Fort Washington, PA 19034

3. How to Enter: You must be a member of Instagram or Facebook and your account must be set to the “public” setting and remain public until the prizes are awarded in order to participate. In addition, you must not change your Instagram handle once you post to enter this Sweepstakes and until the prizes are awarded. If you do not have an Instagram or Facebook account, you can get one for free. All applicable platform terms and policies apply. During the Promotion Period, to enter subscribe to Care Club x TYLENOL® by providing your name and email address.

Entry must comply with all requirements set forth in these Official Rules to be eligible, including all above Entry requirements. Limit one (1) Entry per person, regardless of method of entry. Multiple Entries from any entrant will be void.

4. Grant of Rights: By submitting an Entry, entrant explicitly grants to Sponsor and its licensees, successors and assigns an irrevocable, perpetual, unlimited, worldwide, royalty-free license to reproduce, distribute, display, exhibit, publicly display and publish, edit, create derivatives of, and otherwise use the Entry and all elements of such Entry (including INSERT ANY USER GENERATED CONTENT THAT WAS PART OF THE SWEEPSTAKES ENTRY), together with any other material, and the name, user name, city and state of residence, voice, image and/or likeness of entrant (including, but not limited to, profile photo) associated with the Sweepstakes, with or without first and/or last name credit to the entrant, in any and all media now known or hereafter devised, including online and social media sites, in any manner, in whole or in part, without compensation or notification to, or approvals or permission from or to entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Entries that attempt to restrict this right will not be considered. Entrant agrees that, if required by Sponsor, he/she will sign documents to this effect. Sweepstakes Entities are not responsible for any unauthorized use of Entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

Each entrant warrants and represents that his/her Entry complies with these Official Rules. Sweepstakes Entities reserve the right in their sole and unfettered discretion to disqualify any Entry that they determine is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Sweepstakes.

Multiple entrants are not permitted to share the same Facebook or Instagram account. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple and different identities, or accounts, or any other methods will void that entrant's Entries, and that entrant may be disqualified at Sponsor's discretion. Proof of submission of Entry will not be deemed proof of receipt by Sponsor.

5. Selection of Winners: On or about March 31, 2024, Sponsor will select (5) potential winners in a random drawing from among all Entries received. The odds of winning are based on the number of eligible Entries received. The potential winners who entered via Facebook or Instagram will be notified via email on or about April 8, 2024. Potential winners will have twenty-four (24) hours to respond to the initial notification by providing additional contact information including an email address. Potential winners will be sent via email an Affidavit of Eligibility, Release of Liability/Prize Acceptance Form ("Prize Documents") which must be executed and returned within five (5) days of issuance. If a potential winner does not respond to the initial notification within the twenty-four (24) hour period, return all Prize Documents within the specific period, or in the event that a potential winner is not in compliance with these Official Rules or is disqualified for any reason or does not wish to accept the prize, such potential winner will be disqualified and Sponsor will award the applicable prize to an alternate winner. Only three (3) alternate winners will be selected, after which any remaining prizes will remain un-awarded.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

6. Prizes: There will be a total of Five (5) Sweepstakes winners. One (1) prize will be awarded to each Sweepstakes winner. Each prize consists of one unit of the following:

One (1) SmartCheck® Digital Ear Scope; and

One (1) Amazon Gift Card with \$100 value.

Approximate total Retail Value ("ARV") of each Prize Award: One Hundred and Eighty Dollars (\$180.00). Total ARV of all prizes to be awarded: Nine Hundred Dollars (\$900.00). Limit one (1) prize per person and per household. No cash or substitutions will be offered in exchange of the prize awards. All prize details are at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. Limit one (1) prize per household.

7. Prize Restrictions: Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the individual prize winner. Prizes cannot be substituted, assigned, transferred, or redeemed for cash.

8. General Conditions: This Sweepstakes is governed by the laws of the United States. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR 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 PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any platform, or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect Entries and (a) cancel or terminate the Sweepstakes (or any portion thereof); (b) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and (c) award the prizes at random from among the eligible, non-suspect Entries received up to the time of the impairment or as otherwise deemed fair and appropriate by Sponsor.

9. Nature of Relationship/Waiver of Equitable Relief: Each entrant understands and acknowledges that the Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by its own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Entries or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entries. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Entries or other material submitted in connection with the Sweepstakes, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Entries or any material based on or allegedly

based on the Entries, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

10. Release and Limitations of Liability: By participating in this Sweepstakes, entrants agree that Sponsor, Meta Platforms, Inc. (dba Instagram and Facebook), and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives, agents, successors, and assigns (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) for lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); 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, typographical, mechanical, network, human or other error which may occur in connection with the Sweepstakes, including but not limited to, errors or problems which may occur in connection with the administration of the Sweepstake, the processing of Entries, the announcement of the prizes, or in any Sweepstakes-related materials; or (5) for lost, late, incomplete, damaged, stolen, misdirected, garbled, inaccurate, or illegible Entries.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

11. Disputes. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal or state courts in the State of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

12. Privacy: Any information collected from entrants is subject to Sponsor's Privacy Policy, which can be found at <https://www.tylenol.com/privacy>. By submitting your information, you agree to the TYLENOL® Financial Incentive Notice^(OBJ). You understand that you are providing such information to Sponsor and not to Meta Platforms, Inc. (dba Instagram and Facebook). By entering the Sweepstakes, an entrant grants Sponsor, and its affiliates the right to use the information provided by the entrant to contact the entrant by email to provide marketing communications from the Sponsor and their affiliates. The entrant may opt out of any future correspondence at any time by clicking the appropriate unsubscribe link in any email they receive from Sponsor.

13. Winners List: For a winners list, send a self-addressed, stamped envelope for receipt to: Johnson & Johnson Consumer Inc., c/o TYLENOL® Brand Team, 7050 Camp Hill Road, Fort Washington, PA 19034 thirty (30) days after the end of the Sweepstakes.

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